

MASTER BANKING SERVICES AGREEMENT

THIS MASTER BANKING SERVICES AGREEMENT is made as of this 1st day of January, 2021 (“Effective Date”), by and between the Pinellas County Clerk of the Circuit Court and Comptroller, a political subdivision of the State of Florida (“Clerk” or “County”), and Wells Fargo Bank, N.A. (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, County issued a Request for Proposal with an issue date of October 15, 2019 for Banking Services (189-0463-P) (the “RFP”);

WHEREAS, Contractor submitted a Proposal dated December 10, 2019 (including all standard agreements, service descriptions, and other documents included therewith and appended thereto, the “Standard Service Documentation”) in response to the RFP (the “Proposal”);

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. “Agreement” means this Master Banking Services Agreement, including all documents and exhibits which are expressly incorporated herein by reference as provided in Section 3, and any amendments thereto subsequently agreed upon by the Parties in writing as provided in Section 20.
- B. “County Confidential Information” means any County information deemed confidential and or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including but not limited to, any information designated in writing by the County as County Confidential Information.
- C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Contractor Confidential Information also includes: (i) any business, technical or other non-public or proprietary information relating to Contractor or its Affiliates that Contractor discloses to County or is acquired by County or its Personnel in the course of the Authorized Purpose, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review, or analysis), whether the information is marked “confidential” or with other words of a similar nature; (ii) information relating to Contractor’s, its Affiliates, or its suppliers computer systems and architecture, security systems and procedures, or Personnel and (iii) its customer consumer information (“Customer Consumer Information”), which includes data regarding and (A) current, prospective or former customer of Contractor or any Affiliate, whether an individual, business entity, governmental unit or otherwise, (B) consumer of Contractor or any Affiliate, (C) nonpublic personal information or Contractor or any Affiliate regarding its customers or consumers (within the meaning of Title V of the Gramm-Leach-Bliley Act and its

implementing regulations, or (D) information subject to the Fair Credit Reporting Act and any regulations or guidelines adopted thereunder or any similar law or regulation. Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of this Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

- D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contracts, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project team.
- E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit C attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, this Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Documents Comprising Entire Agreement; Services**

- A. The terms and scope of Services to be provided by Contractor to the County shall be governed by the following documents, which comprise the entire agreement between the Parties:
 - 1. This Agreement;
 - 2. The Service Fees Schedule, incorporated herein by reference and attached as Exhibit A ("Service Fees").
 - 3. The Insurance Requirements, which is hereby incorporated herein by reference and attached as Exhibit B.
 - 4. The Proposal, which is hereby incorporated herein by reference and attached as Exhibit C; and
 - 5. The RFP, which is hereby incorporated herein by reference (as expressly contemplated therein to be incorporated into this Agreement) and attached as Exhibit D.

If there is a conflict or inconsistency among the documents that make up this Agreement, the documents will govern in the order set forth above.

- B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the County, through the Chief Deputy Director, Finance Division, Clerk of the Circuit Court and Comptroller (or any authorized designee).
- C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement

of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

- D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fees for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the Service Fees Schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C 1324, et. seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of this Agreement
- F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.
- G. Project Monitoring. During the term of this Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement

- A. Initial Term. The term of this Agreement shall commence on the date first set forth above, and shall remain in full force and for sixty (60) months, or until termination of this Agreement, whichever comes first.
- B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period pursuant to the same terms conditions set forth in this Agreement by mutually executing an amendment to this Agreement, as provided herein. The extension shall be exercised only if all terms and conditions remain the same, with the exception of price, which is limited to an adjustment not to exceed the average of the Consumer Price Index for all Urban Consumers (CPI-U), Series Id: CUUR000SAO, Not Seasonally Adjusted, U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior. A pricing for any subsequent extension shall also be mutually agreed upon in writing.

5. Compensation and Method of Payment

- A. Services Fees. The County will pay the Service Fees for all Services provided by the Contractor pursuant to the terms and conditions as provided in this Agreement, and the Contractor shall not adopt or assess any new, additional or increased Service Fees unless agreed upon by the Parties pursuant to an amendment of this Agreement as provided in Section 20. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fees paid exceed the not-to-exceed sums set out in Section 5.C.
- B. Revenues to the County. The Contractor will calculate the County's earnings credit on 100% of the County's average daily positive collected balances (average positive collected balance). Contractor will not deduct a reserve requirement prior to calculating the Earnings Credit Rate ("ECR"). The ECR for each account, the calculation formula for earning credits, and the established floor rate is listed in Exhibit A, which shall not be modified unless agreed upon by the Parties pursuant to an amendment of this Agreement as provided in Section 20.

- C. If the cost of Services (as described Section 5(A), above) is less than the earnings credit (as described in this Section 5.B) the excess balance will earn interest for the County at the rate defined in Exhibit A, which shall not be modified unless agreed upon by the Parties pursuant to an amendment of this Agreement as provided in Section 20. If the cost of Services (5.A) exceeds the calculated earnings credit (5.B), then the invoice procedures in this Section apply for any amounts due to the Contractor. The County agrees to pay the Contractor the annual not-to-exceed sum of \$65,000.00, for Services completed and accepted as provided herein; provided, however, if Contractor provides additional Services at County's request, such sum may be increased in an amount to be agreed upon by the Parties pursuant to an amendment of this Agreement as provided in Section 20 hereof.
- D. Invoices. For any and all payments that are subject to invoice, the Contractor will invoice the County on a monthly basis for the Services, in accordance with the fee structure outlined in the Proposal. Payment will be made in accordance with Section 218.70, Florida Statutes et seq., the Local Government Prompt Payment Act. For any authorized time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Clerk of the Circuit Court and Comptroller
P. O. Box 2438
Clearwater, FL 33757

- E. Dispute Resolution. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:
1. The County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - i) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - ii) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of the County.
 2. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
 3. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by the County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by the County.
 4. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to the County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the County representative who is designated as the approving authority for the work performed in the contractual document. The

Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

5. The County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
 6. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- F. For any legal action to recover any fees due because of the application of sections 218.70 et seq, Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.
- G. Travel Expenses. Service Fees include all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- H. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

6. Personnel

- A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- B. Contractor does not permit non-Wells Fargo entities to direct the termination or replacement of Wells Fargo team members. If the County reasonably determines, in good faith, that Contractor has provided personnel that do not meet the requirements of the Contract, the County will notify Contractor and the Parties will promptly meet to discuss the County's concerns. Contractor will use commercially reasonable efforts to address the County's concerns, including through removal of individual employees from providing services if reasonably requested by the County and provided that Contractor will not be required to take any action with respect to an individual employee that would require Contractor to violate applicable local, state, or federal laws, rules, regulations, ordinances, or directives.

7. Terminations

- A. Contractor Default Provisions and Remedies of County.
 1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in this Agreement, fail to perform the Services as specified in this Agreement, or fails to complete the Services within the completion dates as specified in this Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
 2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure") and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified

in Section 7.A.1 (iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. **Events of Default.** Any of the following constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); (iii) the County fails to perform any of the other material provisions of this Agreement; (iv) the County is subject to a petition under the U.S. Bankruptcy Code; (v) Contractor determines in its reasonable discretion that a material adverse change has occurred in County’s ability to perform its obligations under this Agreement; or (vi) if the County does not appropriate funds to cover the County’s obligations under this Agreement, except as modified by Section 14.
2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default (“Notice of Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and to remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor.** In the event that County fails to cure a County Event of Default as authorized herein or Bank is required by applicable law, rule or regulation, or any policy, order or mandate of any judicial or governmental body having jurisdiction over Bank, Contractor may terminate this Agreement in whole or in part, effective upon receipt by County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. **Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision. Notwithstanding any other provision herein, the Contractor may terminate this Agreement, without cause, by giving three hundred and sixty-five (365) days advance written notice to the County of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party cure period allowed in this Agreement.

9. Confidential Information and Public Records.

A. **County Confidential Information.** The Services rely upon a robust network of Contractor assets, employees and third-party resources located in the United States and around the world to provide services to its customers. Contractor reserves the right to perform the Services using this model and to add and delete service providers at its discretion. Contractor has rigorous vendor engagement policies and procedures. Contractor takes responsibility for the actions of the service providers and agents with whom it enters into contracts (oral or written) to provide the services to Contractor’s customers, including County. All County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of this Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems

necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- C. **Public Records.** Contractor acknowledges that information and data it manages as part of the Services may be public records in accordance with Chapter 119, Florida Statutes and the County public records policies. Contractor agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. County will ensure that exempt or confidential records are not disclosed except as otherwise permitted or required by law.

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 Pinellas County Clerk of the Court and Comptroller, custodian of public records at 727-464-3431, clerkinfo@mypinellasclerk.org, 315 Court Street, Room 400, Clearwater, FL 33756.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records. In addition, for the sake of clarity, nothing in this Agreement authorizes County to have any on-site access to any of Contractor's secure data, data centers, computer systems, network architecture, information security systems and procedures, or secure facilities
11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of this Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of this Agreement.
13. **Liability and Insurance.**
- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the breach of this Agreement, negligence or willful misconduct of Contractor; or by, or on account of any claims or amounts recovered under the Workers' Compensation Law or of any other

laws, regulations, ordinance, order or decree by personnel engaged by or on behalf of Contractor in connection with its performance of the Services; except to the extent any such suit, action, claim, injury or damages shall have been occasioned by the negligence or willful misconduct of the County or its staff or other agents.

In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor's liability under this indemnity will be limited to an amount not to exceed 10 times the Service Fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Service Fees were incurred in such month, Service Fees incurred in the month in which the losses or damages were incurred).

Subject to any and all applicable laws of the State of Florida, except in the case of Contractor's negligence or intentional misconduct, the County will reimburse Contractor, its directors, officers, employees and agents for all losses or damages that arise out of: (a) the performance of a Service in accordance with the Standard Service Documentation including without limitation any warranty Contractor is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of the County; and (c) if the Service includes a license or sublicense of any software to the Contractor, the use or distribution of the software by the Contractor or any person gaining access to the software through the Contractor that is inconsistent with the license or sublicense. In no event will the County be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to the County, and regardless of the form of the claim or action or the legal theory on which it is based.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Subcontracting Assignment.

- A. **Subcontracting.** Contractor is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Contractor utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Contractor reserves the right to subcontract freely. It is not feasible for Contractor to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Contractor choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. Notwithstanding the above, the Contractor will subcontract solely with Bill2Pay, LLC

for lockbox services, unless the County expressly agrees to a different subcontractor in writing. The Parties agree that a contractual or other arrangement between Contractor and another person or entity relating to the outsourcing of services or functions which are not specific to those provided to the County under this Agreement (for example, services which Contractor makes available to applicable customers generally) will not be deemed a subcontract or assignment for any purpose under this agreement, and the person or entity that is a party to such an arrangement with Contractor will not be deemed a subcontractor or assignee of Contractor for any purpose under this Agreement.

- B. Contractor may assign this Agreement with the County's consent which consent shall not be unreasonably withheld or delayed. Contractor may assign this Agreement without the County's consent in connection with a merger, acquisition, or corporate restructuring involving all or substantially all of the assets at Contractor; provided however, if as a result of such aforesaid transaction without the County's consent, if the assignee or successor in interest is not acceptable to the County, the County may terminate this Agreement upon ninety (90) days prior written notice to the Bank.
- 16. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7 (Termination), 9 (Confidential Information and Public Records), 10 (Audit), 13 (Liability and Insurance), 19 (Right to Ownership), 22 (Applicable Law and Venue), and any other which by their nature would survive termination.
- 17. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (1) deposited in the U.S. mail, postage paid, certified or registered, return receipt requested, or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid return receipt requested, or (3) via email and addressed as set forth below, which designated person (s) may be amended by either Party by giving written notice to the other Party:

For County:

Finance Division
Attn: Chief Deputy Director
Pinellas County
P.O. Box 2438
Clearwater, FL 33757

With a copy to:

Attn: Merry Celeste, Division Director
Pinellas County Purchasing and Risk Management Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Wells Fargo Bank, N.A.
Attn: Linda Hallowell, Senior Vice President
100 S. Ashley Dr., Suite 820
Tampa, FL 33602

18. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business

association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. **Right to Ownership.** Contractor will provide customary data and reports associated with the requested Services. However, Contractor is a service provider, and is not delivering “work product”. Contractor will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested Services, now and hereafter.
20. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties herein, except as expressly permitted in the Standard Service Documentation. To the extent any new products or Services are requested by County and provided by Contractor after the date of this Agreement, any applicable standard service documentation shall be deemed to be a part of this Agreement.
21. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of this Agreement impossible to perform.
22. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by substantive applicable federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, shall apply, without regard to conflicts of laws principles. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non convenient or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Notwithstanding anything to the contrary contained in the Standard Service Documentation, the Parties hereby agree that a dispute under this Agreement need not be submitted through arbitration.
23. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
24. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
25. **No Third-Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.
26. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

PINELLAS COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

WELLS FARGO BANK, N.A.

By: [Signature]

By: Linda A. Hallowell

Ken Burke
Clerk of the Circuit Court

Linda A. Hallowell
Senior Vice President

Date: 11/23/2020

Date: 10/26/2020

ATTEST:

ATTEST:

By: Karen E. Lamb

By: Lynn C. Nieves

Name: Karen E. Lamb

Name: Lynn C. Nieves

Deputy Clerk

Title: Senior Vice President

Date: 11/23/2020

Date: 10/26/2020

Approved as to Form

By: _____
Office of the County Attorney

Name: _____

Date: _____

APPROVED AS TO FORM

By: /s/ Amanda S. Coffey
Office of the County Attorney

EXHIBIT A

SERVICE FEES

Exhibit A - Revenues to the Clerk:

The following information details the revenues to the Clerk as shown in the investment services section of the scope or work from the proposal and the addendums thereto.

1. **The earnings credit rate (ECR) and interest on excess balances** on the Clerk's Operating and Payroll Government Advantage Checking accounts is the **Target Federal Funds Rate minus 30 basis points**. The top of the range will be used to determine the rate. The **Floor (ECR) is 20 basis points** and the **Floor Interest Rate** for excess balances in the Government Advantage Interest Checking account type is **16 basis points**. The Floor ECR and interest rate on excess balances may not be modified or eliminated except by the express written agreement of both parties.
2. **The earnings credit rate (ECR)** on the Clerk's Remittance and General Government Advantage Checking accounts is the **Target Federal Funds Rate minus 30 basis points**. The top of the range will be used to determine the rate. The **Floor (ECR) is 20 basis points** in the Government Advantage Interest Checking account type.
3. Contractor calculates the earnings credit on 100% of Clerk's average daily positive collected balances (average positive collected balance). Contractor does not deduct a reserve requirement prior to calculating the Earnings Credit Rate (ECR).
 - a. **Earnings credit is calculated using the following formula:**
(Average positive collected balance) x (number of calendar days in the month) x (ECR) / actual number of days in the year.
 - b. **Interest on the Government Advantage Checking account is calculated based on excess balances maintained above those required to offset service charges.** Advantage Interest = Excess Balance * Advantage Interest Rate * Annualization Factor
Annualization Factor = days in month / days in year / 100, then truncated result to 9 decimal places
4. **Other Incentives:**
 - a. Wells Fargo will waive the bank service charges for the first three months of the new contract period.
 - b. There will be no recoupment charges for all accounts based on balances kept with Wells Fargo.
 - c. Wells Fargo will provide up to six scanners to be used with the remote deposit service (maximum credit entity wide of \$6,000).

Exhibit A - Payment Schedules

The following service fees were obtained from Tab A - Price Proposal within the banking services proposal dated December 10, 2019, and the Addendums thereto. Supplemental pricing was obtained from the additional services pricing section of the banking proposal.

Wells Fargo Service Fees:

AFP	SERVICE CODE	Description	Charge
00 0321	CK905	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	\$ 1.0000
00 0321	CK900	ACCOUNT ANALYSIS-DEBIT ADJUSTMENT	\$ 1.0000
01 0000	CK001	ACCOUNT MAINTENANCE W/ CHK RETURN	\$ 5.0000
01 0000	22051	ACCT MAINTENANCE	\$ 5.0000
25 1010	06510	ACH AUTHORIZATION INVESTIGATION	\$ 35.0000
25 1053	34335	ACH CEO FRAUD FILTER REVIEW - ITEM	\$ 1.0000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE	\$ 15.0000
25 1052	34338	ACH CEO FRAUD FILTER STOP - ITEM	\$ 1.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$ 15.0000
25 0400	34342	ACH CEO RETURN SUBSCRIPTION - ITEM	\$ -
25 0400	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$ -
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$ -
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM	\$ -
25 0720	ES342	ACH CUSTOMER REPORTS	\$ 5.0000
25 0620	ES230	ACH DELETE - ITEM	\$ 10.0000
25 0622	ES346	ACH EXCEPTION PROCESS-DUPLICAT FILE	\$ 5.0000
25 1052	ES353	ACH FRAUD FILTER STOP - ITEM	\$ 1.0000
25 1050	ES352	ACH FRAUD FILTER STOP MTHLYBASE	\$ 15.0000
25 0710	ES235	ACH MAIL SERVICE	\$ 5.0000
25 0000	ES280	ACH MONTHLY BASE	\$ 15.0000
25 0302	ES481	ACH NOC - INFO REPORTING ADVICE	\$ 1.0000
25 0302	ES486	ACH NOC - MAIL ADVICE	\$ 1.0000
25 0302	ES363	ACH NOC - TRANSMISSION ADVICE	\$ 1.0000
25 0102	ES211	ACH ONE DAY ITEM	\$ 0.0300
25 0120	ES206	ACH ORIGINATED - ADDENDA REC	\$ 0.0100
25 0000	34377	ACH PAYMENTS BASE FEE	\$ 15.0000
25 0102	ACH1D	ACH PAYMENTS ONE DAY ITEM	\$ 0.0300
25 0500	ES803	ACH PAYMENTS ONLINE BATCH RELEASE	\$ 5.0000
25 0102	ACH2D	ACH PAYMENTS TWO DAY ITEM	\$ 0.0300
25 0220	ES205	ACH PERFECT RECEIVABLES - ADDENDA	\$ 0.0200
25 0202	ES204	ACH PERFECT RECEIVABLES - ITEM	\$ 0.1000
25 0202	ES344	ACH RECEIVED ITEM	\$ -
25 0302	06505	ACH RETURN ADMIN -ELECTRONIC	\$ 1.0000
25 0302	06504	ACH RETURN ADMIN -MANUAL	\$ 1.0000
25 0302	06502	ACH RETURN ITEM-ELECTRONIC	\$ 1.0000
25 0302	06503	ACH RETURN ITEM-MANUAL	\$ 1.0000
25 0312	06507	ACH RETURN UNAUTHORIZED -ELECTRONIC	\$ 1.0000
25 0312	06511	ACH RETURN UNAUTHORIZED QUALITY FEE	\$ 5.0000
25 0642	ES361	ACH REVERSAL - ITEM	\$ 10.0000
25 0102	ES216	ACH SAME DAY	\$ 0.0300
25 1010	ES339	ACH SPECIAL INVESTIGATION	\$ 35.0000
25 0501	ES801	ACH TRANSMISSION CHARGE	\$ 5.0000
25 0102	ES210	ACH TWO DAY ITEM	\$ 0.0300

AFP	SERVICE CODE	Description	Charge
25 1070	ES371	ACH WELLS FARGO NOC - TRANS ADVICE	\$ -
25 1070	ES390	ACH WELLS FARGO NOC-INFO REPT ADVIC	\$ -
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE	\$ 75.0000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$ 0.0050
20 0201	12377	ARP FULL RECON-ITEM	\$ 0.0300
15 0310	12683	ARP ITEM PAID NO ISSUE INFO-ITEM	\$ -
20 0010	12060	ARP MONTHLY BASE - FULL	\$ 20.0000
20 0306	12604	ARP OPTIONAL REPORTS	\$ -
20 0301	12430	ARP OUTPUT - TRANSMISSION	\$ 5.0000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$ 0.0050
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	\$ 20.0000
10 0006	08052	BRANCH DEPOSIT	\$ 1.5000
10 001A	22723	BRANCH DEPOSIT POST VERIFY	\$ 1.5000
10 0015	08062	CASH DEP/\$1 VERIFY IN CASH VAULT T1	\$ 0.0009
10 0006	CK161	CASH DEPOSITED IN WF BRANCH	\$ 0.0015
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH	\$ 5.0000
10 0511	08351	CASH VAULT ADJUSTMENT REPORT-EMAIL	\$ -
10 0141	08189	CASH VAULT CASH ORDER-TOUCHTONE	\$ 2.5000
10 0111	08071	CASH VAULT COIN DEP-PARTIAL/MIX BAG	\$ 6.0000
10 0144	08110	CASH VAULT COIN FURNISHED - ROLLED	\$ 0.1200
10 0199	08416	CASH VAULT CURRENCY FURNISHED	\$ 0.0012
10 0148	08400	CASH VAULT CURRENCY FURN-NONSTD	\$ 0.0012
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$ 0.0009
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT	\$ 8.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK	\$ 1.0000
10 0100	08132	CASH VAULT MONTHLY BASE	\$ -
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM	\$ -
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE	\$ -
20 0201	34337	CEO CHECK ISSUES-ITEM	\$ 0.0300
40 0274	34262	CEO DEPOSIT DETAIL ITEMS RPTD	\$ -
40 0054	34260	CEO DEPOSIT DETAIL MAINTENANCE	\$ 20.0000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM	\$ -
30 0225	34242	CEO EDI PMT DETAIL - ITEM	\$ -
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$ -
01 0307	34145	CEO E-STMT SUBSCRIPTION - ACCOUNT	\$ -
01 0307	34147	CEO E-STMT SUBSCRIPTION - ITEM	\$ -
40 022Z	34123	CEO EVENT MESSAGING SERVICE - EMAIL	\$ -
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$ 0.2500
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$ 0.2500
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD	\$ -
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE	\$ 20.0000
40 0271	34286	CEO PREV DAY EXT DETAIL ITEMS RPTD	\$ -
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED	\$ -
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE	\$ 20.0000
10 0430	34239	CEO RETN ITEM SUBSCRIPTION OPT DETL	\$ -
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$ -
10 0416	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM	\$ -
10 0416	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE	\$ 0.2500
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$ -

AFP	SERVICE CODE	Description	Charge
40 0340	27707	CEO SEARCH	\$ -
40 0340	34212	CEO WIRE INQUIRY DETAIL - PER ITEM	\$ -
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM	\$ -
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE	\$ -
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$ -
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$ -
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH	\$ 0.0015
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$ 1.0000
15 0100	22202	DDA CHECKS PAID	\$ 0.0700
01 0320	CK183	DDA STATEMENT - SPECIAL INSTRUCTION	\$ -
01 0000	22063	DDA STMT W/IMAGE CLASSIC-MTHLY BASE	\$ -
01 0100	CK021	DEBITS POSTED	\$ 0.0500
60 9999	IL250	DEPOSIT POSTED FOREIGN CHECKS	\$ 3.0000
10 0225	002	DEPOSITED CHECK	\$ 0.0500
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK	\$ 0.0500
10 0220	001	DEPOSITED CHECKS - ON US	\$ 0.0500
15 1352	12816	DESKTOP DEPOSIT IMAGES RETRIEVED	\$ 0.2500
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE	\$ 20.0000
40 0231	15003	DESKTOP DEPOSIT REPORT PER ITEM	\$ 0.0100
01 0101	15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	\$ 0.2000
10 0224	706	DESKTOP DEPOSIT-DEPOSITED ITEM	\$ 0.0300
10 0220	701	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$ 0.0300
05 0030	ED500	E-BOX MONTHLY MAINT (W/CROSS REF)	\$ 150.0000
05 9999	ED518	E-BOX OPERATIONS MANUAL RETURN	\$ 0.2500
05 9999	ED470	E-BOX PAYMENT	\$ 0.0300
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$ 0.0500
10 0230	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$ 17.0000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120	\$ -
15 0300	12677	MICR CHECK REJECTS >1% THROUGH 2%	\$ 0.8000
15 0300	12678	MICR CHECK REJECTS OVER 2%	\$ 0.8000
15 0300	12676	MICR CHECK REJECTS THROUGH 1%	\$ -
10 0015	08025	MISCELLANEOUS CREDITS POSTED	\$ 1.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$ -
20 0100	12694	OUTGOING TRANSMISSION - PER ITEM	\$ -
15 0299	DS194	PAYEE VALIDATION MANUAL REVIEW/ITEM	\$ -
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM	\$ 0.0200
15 0401	12906	POS PAY CHECK VERIFICATION CALL	\$ 15.0000
15 0310	12908	POS PAY CHECKS WITH NO ISSUE RECORD	\$ -
15 0724	34336	POSITIVE PAY EXCEPTION - CEO IMAGE	\$ 0.2500
15 0222	12505	POSITIVE PAY EXCEPTION CHECKS RETND	\$ 5.0000
15 0310	12903	POSITIVE PAY EXCEPTIONS - ITEM	\$ 1.0000
15 0030	12907	POSITIVE PAY MONTHLY BASE	\$ -
10 001A	CK199	POST VERIFY CASH DEP IN WF BRANCH	\$ 0.0009
15 0810	22222	PRINTING & SUPPLIES-VENDOR	\$ 0.0100
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$ 15.0000
30 0200	28006	REC MGR OR E-BOX TRANSMISSION	\$ 7.5000
00 0230	IAMIB	RECOUPMENT MONTHLY	\$ -
00 0230	IAMTH	RECOUPMENT MONTHLY	\$ -
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$ -

AFP	SERVICE CODE	Description	Charge
10 0400	CK061	RETURN ITEM - CHARGEBACK	\$ 1.5000
10 0402	CK075	RETURN ITEM REDEPOSITED	\$ 1.2500
10 0411	CK404	RETURN ITEM REPORTING PER ITEM	\$ -
10 0401	CK090	RETURN ITEM SINGLE ITEM PER ADVICE	\$ -
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$ -
10 0401	CK069	RETURN ITEM SPECIAL INSTRUCTIONS	\$ -
10 0411	CK401	RETURN ITEM TRANS REPT PER TRANS	\$ -
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH	\$ 0.2000
15 0412	22030	STOP PAYMENT - AUTO RENEWAL	\$ -
15 0410	12670	STOP PAYMENT - ONLINE	\$ 5.0000
10 0110	08008	VAULT DEPOSITED COIN - ROLLED	\$ 0.1200
05 9999	41205	VENDOR FEES-LOCKBOX/DATA ENTRY	\$ 1.0000
15 1350	22020	WELLSIMAGE PAID CHECK MONTHLY BASE	\$ 25.0000
15 1353	22015	WELLSIMAGE PAID CHECK PER CD	\$ 15.0000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM	\$ 0.0300
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER	\$ -
10 0224	746	WF ELEC DEPOSIT-DEPOSITED ITEM	\$ 0.0300
10 0220	741	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	\$ 0.0300
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$ 0.5000
35 0300	ES030	WIRE IN - DOMESTIC	\$ 5.0000
35 0330	18030	WIRE IN REPAIR SURCHARGE	\$ 9.0000
35 0320	ES191	WIRE IN VIA CORRESPONDENT BK-USD/FX	\$ 5.0000
35 0412	ES072	WIRE MAIL CONFIRMATION	\$ 10.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$ -
35 0100	ES139	WIRE OUT DOMESTIC - CEO	\$ 5.0000
35 0113	ES147	WIRE OUT XBDR USD - CEO	\$ 15.0000
35 0402	27045	WIRE PERFECT RECEIVABLES-PER ITEM	\$ 0.1000
35 9999	ES167	WIRE SECURITY PIN MONTHLY BASE	\$ -
35 0551	ES075	WIRE TEMPLATE STORAGE MONTHLY BASE	\$ 1.5000

Wells Fargo Service Fees:
SUPPLEMENTAL PRICING PAGES

AFP	EID	Description	Charge Basis	Unit Price
15 0810	22222	Printing & Supplies-Vendor Total (AT COST)	Pass Thru	At Cost
00 0210	ODACT	DAILY USE OF UNCOLLECTED FUNDS	\$ Pass Thru	WF Prime + 1%
01 0410	CK030	Client Analysis Paper	Statement	No Charge
01 0020	DS510	ZBA Master - Per Account	Account	\$15.00000
01 0021	DS001	ZBA Sub - Per Account	Account	\$10.00000
01 0021	DS585	Subaccount Maintenance (PerAccount)	Account	\$5.00000
100230	795	ELECTRONIC DEPOSITED CHK-MICR REJ	Excess Reject	\$1.00000
10 9999	770	WFED (Wells Fargo Electronic Deposit) - Implementation Fee	One-Time Fee	\$1,000.00000
40 023Z	750	ELECTRONIC DEPOSIT DISCRETIONARY DATA-ITEM-STD	Field	\$0.05000
99 9999	64104	IMAGE FILE IMPORT - MAINTENANCE (PER PRODUCT)	Per Product	\$200.00000
99 9999	64101	IMAGE FILE IMPORT PAID CHECKS - IMAGE	Image	\$0.02000
99 9999	64112	IMAGE FILE IMPORT ELECTRONIC DEPOSIT - IMAGE	Image	\$0.02000
10 0000	CK771	COIN BAG DEPOSITS IN WF STORE	Coin bag	\$8.0000
10 0113	08072	CASH VAULT COIN DEP - STD HALF BAG	Coin bag	\$5.0000
10 0112	08070	CASH VAULT COIN DEP - SUBJ TO COUNT	Coin bag	\$5.0000
10 0113	08067	CASH VAULT COIN DEPOSIT - STD BAG	Coin bag	\$5.0000
10 0145	08116	CASH VAULT COIN FURN - STD HALF BOX	Coin box	\$3.0000
10 0146	08115	CASH VAULT COIN FURNISHED - STD BOX	Coin box	\$4.0000
15 0340	24250	OVERDRAFT CHARGE - PAID ITEM	Transaction	\$35.0000
15 0341	24253	OVERDRAFT CHARGE - RETURNED ITEM	Transaction	\$35.0000
15 0511	CK101	OFFICIAL BANK CHECK	Check purchased	\$10.0000
35 0104	18901	WIRE - OUTGOING FX WIRE - CEO	Transfer	\$22.0000
35 0560	18602	WIRE INVESTIGATION	Investigation	\$35.0000
35 0202	ES015	WIRE OUT DOMESTIC - NON REPETITIVE - PHONE	Wire	\$15.0000
35 0310	ES076	WIRE IN - INTERNATIONAL	Wire	\$5.0000
35 0320	ES191	WIRE IN - INTL - CORRESPONDENT BANK	Wire	\$5.0000
35 9999	18325	CEO WIRE ACCOUNT ADD	Wire	No Charge
35 9999	18326	OUTGOING WIRE RETURNED	Wire	\$55.0000
40 02ZZ	34124	CEO EVENT MESSAGING SERVICE - FAX	Item reported	\$2.0000
40 02ZZ	34128	CEO EVENT MESSAGING SERVICE - TEXT	Text	\$0.0000
40 1001	22990	PHOTOCOPY CUSTOMER SERVICE - ITEM	Photocopy	\$10.0000
45 0020	CS030	STAGECOACH SWEEP MONTHLY BASE	Account	\$150.0000
30 0341	ED271	ELECTRONIC COMMERCE - IMPLEMENTATION DEVELOPMENT HOURS - NOT APPLICABLE TO CURRENT SERVICES	Hour	\$200.0000
		Modifications / additions based on contract negotiation discussions:		
		ACH redeposited item	Per Item	\$0.7500
		SafeVantage Monthly Maintenance		\$20.0000
		SafeVantage Cash Deposited	Per \$1	\$0.0009

Wells Fargo's Lockbox Pricing

Lockbox Pricing – Wholesale

Service Description	Charge Basis	Price
Monthly Base Fee		
WLBX MONTHLY BASE	Lockbox	125.00000
WLBX TRANSMISSION BASE	Lockbox	100.00000
WLBX STOP/POSITIVE FILE MTHLY BASE	Lockbox	175.00000
Setup		
WLBX SET UP	Lockbox	No Charge
WLBX PROGRAMMING	Hour	200.0000
Annual Fees		
WHOLESALE PO BOX RENTAL/ANNUAL - UNIQUE ZIP P.O. BOX (EMS AND ANIMAL SERVICES) - PLEASE NOTE FEE IS A PASS THRU AND SUBJECT TO CHANGE BY THE US POST OFFICE. ANNUAL CURRENT FEE IS \$225.00. IF A CALLER BOX IS NEEDED THE CURRENT ANNUAL FEE FOR A CALLER BOX IS \$1,310.00	Lockbox	Pass Thru - subject to change.
Lockbox Processing Services		
WLBX STANDARD ITEM PROCESSED	Remittance	0.30000
WLBX REMIT PROCESSED CASH	Remittance	8.00000
WLBX REMIT PROCESS FOREIGN CHK	Remittance	10.00000
WLBX REMIT PROCESSED EXPR MAIL	Remittance	2.25000
WLBX REMIT PROC COURIER / WALK IN	Occurrence	30.00000
WLBX DOCUMENT SCANNED	Remittance	0.05000
WLBX CORRESPONDENCE / REJECTS	Envelope	0.20000
Check Clearing		
WLBX DAILY DEPOSIT CUT	Deposit	1.0000
WHOLESALE LOCKBOX - DEPOSITED CHECK	Check deposited	0.03
Processing Options		
WLBX ROUGH SORT 5 OR LESS	Remittance	0.00000
WLBX DOCUMENT REASSOCIATION	Remittance	0.25000
WLBX DOC NONSTD REASSOCIATION	Remittance	0.30000
WLBX RESTRICTIVE/SPECIAL PROCESSING	Transaction	0.24000
WLBX MULTIPLE PAYEE 10-39 (There is no charge for up to 9 payees)	Remittance	0.30000
WLBX VALUE ADDED KEYING	Keystroke	0.01800
WLBX MICR DATA CAPTURE PER LINE	Transaction	0.01000
WLBX CHECK PHOTOCOPY	Check	0.15000
WLBX ADDITIONAL CHECK PHOTOCOPY	Photocopy	0.15000
Imaging Options		
WLBX 90 DAY ARCHIVE BW	Image archived	0.01000
WLBX 90 DAY ARCHIVE COLOR	Image archived	0.01500
WLBX 1 YR ARCHIVE BW	Image archived	0.02000
WLBX 1 YR ARCHIVE COLOR	Image archived	0.02500
WLBX 2 YR ARCHIVE BW	Image archived	0.02500
WLBX 2 YR ARCHIVE COLOR	Image archived	0.03000
WLBX 7 YR ARCHIVE BW	Image archived	0.03000
WLBX 7 YR ARCHIVE COLOR	Image archived	0.03500
WHOLESALE LOCKBOX BULK IMAGE RETRIEVAL	Per Image	0.06000
IMAGE FILE IMPORT – LOCKBOX IMAGE	Per Image	0.02000
IMAGE FILE IMPORT – MAINTENANCE	Per Product Tune	200.00000

Service Description	Charge Basis	Price
De-ve.....of Cailv Package		
WLBX PKG OVERNIGHT t.1.AIL DELIVERY	SpasstruoUQh	10.00000
Se-rvice OescripttOn	<u>Charge Basis</u>	<u>Price</u>
WLBX PKG US MAIL DELIVERY	Spasstruo--h	2.50000
WLBX PAPER RETURN or WLP BX PAPER RETURN HEALTHCARE	Item	0.1300
Virtual Lockbox		
VIRTUAL LOCKBOX MA NTENANCE	Per Month	50 00
VIRTUAL LOCKBOX PAYt.1.ENT PROCESSED	Per Pavment	0.ia000
VIRTUAL LOCKBOX SCANNER * (SEE ATTACHED VIRTUAL LOCKBOX PRICING SHEET FOR 2020 SCANNER PRICE LIST - SUBJECT TO CHANGE)	At Cost	At Cost
Online De-cisionino		
WHOLESALE LOCKBOX ONL NE DEC S ONING --MONTHLY BASE	Per Month	No Charge
WHOLESALE LOCKBOX ONLINE DEC S ONING --EXCEPTIONS POSTED	Per Exc-tion	0.07000
WHOLESALE LOCKBOX ONLINE DEC S ONING --ITEM.15 REJECT	Per tem	0.07000
Reoortina Ootions		
WLBX CUSTOM /DUPL CATE REPORT	R--	20.00000
WLBX SECURE EMAIL MNTI-LY SASE	Lockbox	250.00000
LOCKBOX PORTAL SUBSCR IPTION	Per tem	No Charae
LOCKBOX PORTAL SUBSCR IPTION	Per Month	No Ch.:u-oe
Miscellaneous		
WLBX POST OFFCE RETURN EO MAL	Transacoorn	4.00000
Closed Box / Forward no Fees		
WLBX CLOSED SOX FEE /MAIL FORWARD	Occurrence	30@0000
WLBX PKG US MAIL DELIVERY	Spasstruo--h	2.50000
WLBX CORRESPONDENCE / REJECTS	Env-i.....e	0.65000

Lockbo,:Pring- *110etail

Service Description	Charge Basis	Price
Monthly Base Fee		
WTLBX MONTHLYBASE	Lockbox	17.50000
WTLBX TRANSMISSON MOITTHLY BASE	Transmission	10@0000
WTLBX STOP/POSTIVE FILE	Lockbox	17.50000
Setuo		
WTLBX SET UP FEE	Occurrence	No Charge
WTLBX PROG:nA.t.1JMING CHARGES	Hour	20@0000

Service Description	Charge Basis	Price
Annual Fees		
WHOLETAIL PO BOX RENTAUAN:NUAL - CALLER SOX (UTILITIES)- PLEASE NOTE FEE ts A PASS THRUANO SUBJECT TO CHANGE BY THE US POST OFFICE. 2020 FEE IS 51310.00	Lock.box	PassThru -subject to ch.an*****.
WT Lock:box Processino Services		
WTLBX TOTAL PAY MENTS PROCESSED	Cou--	0.20000
WTLBX MULT IIPAYMENT	COU	0.20000
WTLBX PARTIAL PAYMENT	Coupon	0.04000

WTLBX STOPPED PROCESSED NON SCAN	Check	0.25000
WTLBX REMT PROCESSED CASH	Transaction	80000
WTLBX REMT PROC FORE1GNCHECKS	Check	1000000
WTLBX REMT PROC COURIER/WALK-IN	Occurrence	3000000
WTLBX REMT PROCESSED EXPR MAIL	Transaction	2.25000
WTLBX CHECK PHOTOCOPY	Check	0.15000
WTLBX WAGING - SCANNABLE	Image Processed	0.2000
WTLBX CHECK COPY NON-SCAN TRANS	Check	0.15000
WTLBX WAGING NON-SCANNABLE	Image	0.07000
WTLBX CORRESPONDENCE / REJECTS	Envelope	0.20000
WTLBX OCR SCAN LINE REJECTS	Cou-	0.20000
Check Clearing		
WTLBX DAILY DEPOSIT CUT	Deposit	1.00000
WHOLESALE LOCKBOX • DEPOSITED CHECK	Check denied	0.3000
Processing Options		
WTLBX ROUGH SORTS 5 OR LESS (SCAN or NON SCAN)	Renittance	0.15000
WTLBX FINE SORTS - 6 OR MORE (SCAN or NON SCAN)	Transaction	0.23000
WTLBX DOCUMENT REASSOCIATION	Transaction	0.25000
WTLBX NON-STANDARD REASSOCIATION	Transaction	0.0000
WTLBX MCR DATA CAPTURE (SCAN or NON SCAN)	Check	0.01000
WTLBX MULTIPLE PAYEE (10-39 <The same name for multiple payees)	Renittance	0.0000
WTLBX VALUE ADDED KEYING - NON SCAN	Key-roke	0.01600
WTLBX RESTRICTIVE / SPEC PROCESSING	Transaction	0.5000
WTLBX MARK SENSE / ADDRESS CHANGE	COUDON	0.6000
Image Options		
WTLBX QO DAY 8/W 11t AGE	Image delivered	0.01000
WTLBX WAGE 90 DAY COLOR	Image delivered	0.01500
WTLBX 1 YEAR BNL IMAGE ARCHIVE	Image delivered	0.2000
WTLBX 2 YR 8/W IMAGE ARCHIVE	Image delivered	0.02500
WTLBX 7 YEAR BNL IMAGE ARCHIVE	Image delivered	0.3000
Service Description	<u>Charge Basis</u>	<u>Price</u>
WTLBX 7 YR COLOR IMAGE ARCHIVE	Image delivered	0.03500
1tAGE FLEMPORT - LOCKBOX 11tAGE	Per Item	0.2000
1tAGE FLEMPORT - MAINTENANCE	Per Product Time	2000000
Delivery of Delivery Package		
WTLBX FIRST CLASS POSTAGE PKG	Spassthrough	2.25000
WTLBX PKG OVERNIGHT MAIL DELIVERY	Spassthrough	50000
WTLBX PAPER RETURN - NONSCAN	Transaction	0.4000
WTLBX COUPONS RETURNED	Cou.....	0.20000
Report Options		
WTLBX DUPLICATE OR CUSTOM REPORT	Report	1500000
WTLBX SECURE EMAIL NOTIF MTHLY BASE	Lock:box	1500000
Miscellaneous		
WTLBX POST OFFICER RETURNED MAIL	Envelope.....	3.75000
Virtual Lockbox		
VIRTUAL LOCKBOX MAINTENANCE	Per Month	50.00

VIRTUAL LOCKBOX PAYMENT PROCESSED	Per Payment	0.36000
VIRTUAL LOCKBOX SCANNER " (SEE ATTACHED VIRTUAL LOCKBOX PRICING SHEET FOR 2020 SCANNER PRICE LIST - SUBJECT TO CHANGE \	At Cost	At Cost
Online Deposits		No
WHOLETAIL LOCKBOX ONLINE DEPOSITING MONTHLY BASE	Per Month	0.00000
WHOLETAIL LOCKBOX ONLINE DEPOSITING - EXCEPTIONS POSTED	Per Exception	@7000
WHOLETAIL LOCKBOX ONLINE DEPOSITING - ITEMS REJECT	Per Item	@7000
Checked Box / Forwarding Fees / Postage		
WTLBX CLOSED BOX FEE / 1.. ILFWD	Occurrence	30@0000
WTLBX FIRST CLASS POSTAGE PKG	Per Pass Through	2.25000
WTLBX CORRESPONDENCE / REJECTS	Envelope	0.50000

Virtual Lockbox Pricing

Frequently Asked Questions

1. What are the major pricing components for Virtual Lockbox?

Virtual Lockbox is a service that is added on to an existing lockbox setup. In addition to standard lockbox charges that will continue to be incurred, Virtual Lockbox has two new charges:

EID	Description	STD Price	Definition
DDA75001	Virtual LBX Maintenance	\$50.00	Monthly fee charged to each lockbox that processes work submitted through Virtual Lockbox.
DDA75003	Virtual LBX Payment Processed	\$0.36	Per item (check) charge for the processing of transactions submitted through Virtual Lockbox.

There are no additional fees associated with the setup of the Virtual Lockbox service.

2. What scanners can I use, and how much do they cost?

There are three scanner models that have been certified for use with Virtual Lockbox. If the customer already has one of these scanners, they do not have to purchase a new one to use Virtual Lockbox. The table below lists scanners and their price (if purchased from Wells Fargo):

Model	Description	STD Price
Kodak s2050	200 and 300 dpi color/bi-tonal scanner with 3 year warranty Speed: up to 50 pages per minute Feeder capacity: up to 80 pages	\$922.00
Kodak s2070	Color/bi-tonal scanner with 3 year warranty Speed: up to 75 pages per minute Feeder capacity: up to 80 pages	\$1196.00
Fujitsu FI-7160	Color scanner with 4 year warranty Speed: up to 60 pages per minute Feeder capacity: up to 80 pages	\$1402.00

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
IAMTH	000230	RECOUPMENT MONTHLY Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis.
IAMIB	000230	RECOUPMENT MONTHLY IB Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis.
CK001	010000	ACCOUNT MAINTENANCE W/ CHK RETURN Monthly maintenance charge for a DDA with checks returned with account statement - one account statement included
22051	010000	ACCT MAINTENANCE Monthly maintenance charge for DDA with non return of checks (CheXstor) - one account statement included
CK021	010100	DEBITS POSTED Per item charge for debit items, other than checks or drafts, posted to an account.
CK049	010310	DDA STATEMENT - PAPER Charge for paper bank statement on Demand Deposit Account.
CK183	010320	DDA STATEMENT - SPECIAL INSTRUCTION Per statement charge for special processing of DDA statement such as alternate address
22063	010000	DDA STMT W/IMAGE CLASSIC-MTHLY BASE Monthly fee for DDA statement with images. Classic design = 10 images per page - front of check only.
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED For each deposit submitted through the Desktop Deposit service, either through the CEO portal or mobile, a charge of one will be made to the customer.
34145	010307	CEO E-STMT SUBSCRIPTION - ACCOUNT Monthly Maintenance charge per account for DDA Cycled Statement report.
34147	010307	CEO E-STMT SUBSCRIPTION - ITEM Per detail item charge for Electronic Statement Subscription (DDA Cycled Statement report) detail records loaded.
ED518	059999	E-BOX OPERATIONS MANUAL RETURN A fee assessed for each item returned that is processed manually by operations
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF) A monthly fee assessed to the customer for each E-Box setup.
ED470	059999	E-BOX PAYMENT Per item charge for each E-Box payment received from Bill Service Providers and originators (e.g. Fiserv, RPPS, FIS, WF Bill Pay, etc.),
CK161	100006	CASH DEPOSITED IN WF BRANCH Cash deposited in Wells Fargo branch verified by teller at the time of deposit.
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK Fee for customers depositing cash and checks on one deposit.

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT Per deposit fee for cash only deposits processed
CK199	10001A	POST VERIFY CASH DEP IN WF BRANCH Cash deposited at Wells Fargo branch in tamper evident dual pouch bag post verified after deposit is made.
CK197	100040	CASH ORDER FEE IN A WF BRANCH Per order fee for cash order in a Wells Fargo branch.
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH Per roll charge for each roll of coin furnished by a Wells Fargo branch.
CK141	100040	CURRENCY FURNISHED BY WF BRANCH Per dollar fee for currency furnished by Wells Fargo branch.
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE Fee for each retrieved image of a returned item within CEO Returned Item Services
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE Monthly base fee for customers enrolled in the CEO Returned Item Services
CK061	100400	RETURN ITEM - CHARGEBACK Per item fee for each deposited item that is returned and charged back to depository customer
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS Per item fee for returned items special processing instructions which include: Individual Debits vs. Lump Sum, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK090	100401	RETURN ITEM SINGLE ITEM PER ADVICE Fee for printing one returned item per advice rather than the standard of up to eight (8) returned items per advice. This option increases the use of paper, envelopes, toner, postage and requires manual processing.
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE Per account fee for Special Instructions monthly base fee. Special Instructions include: Individual Debits for Items, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK075	100402	RETURN ITEM REDEPOSITED Per item fee for each deposited item that has been returned by the paying back and is redeposited in an attempt to collect funds
CK404	100411	RETURN ITEM REPORTING PER ITEM Per item fee for returned items included on the Returned Items Transmission Reporting
CK401	100411	RETURN ITEM TRANS REPT PER TRANS Per transmission charge for Returned Items Transmission Reporting
34239	100430	CEO RETN ITEM SUBSCRIPTION OPT DETL Fee per field for customer requested Optional Keyed Data
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT Monthly Maintenance Charge per account for Return Item reporting in the Return Item

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
		subscription.
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM Per item fee for returned items accessed via CEO Returned Item Subscription
08052	100006	BRANCH DEPOSIT Per deposit fee for deposit in Wells Fargo branch balanced and verified by teller at the time of deposit.
22723	10001A	BRANCH DEPOSIT POST VERIFY Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag
08351	100511	CASH VAULT ADJUSTMENT REPORT-EMAIL Per report charge for a cash vault daily adjustment report delivered via e-mail.
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE Per order charge for custom currency/coin order made via touch-tone telephone
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG Per deposit charge for a loose coin deposit that does not conform to the Federal Reserve's specifications for a "standard bag". A partial/mixed coin bag contains either a non-standard amount of one denomination or mixed denominations.
08110	100144	CASH VAULT COIN FURNISHED - ROLLED Per roll charge for individual rolls of coin furnished by a WFSC vault
08400	100148	CASH VAULT CURRENCY FURN-NONSTD Currency furnished in straps of less than 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08416	100199	CASH VAULT CURRENCY FURNISHED Currency furnished in straps of 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED Processing and verification charge for currency and/or coin deposited in a WFSC cash vault. Billed on a per dollar deposited basis.
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT Per adjustment charge for each adjustment made to depository account when verified cash total does not equal the declared cash total on deposit ticket.
08132	100100	CASH VAULT MONTHLY BASE Cash Vault base fee per profile active in the billing month
08025	100015	MISCELLANEOUS CREDITS POSTED Charge for miscellaneous deposits not made through the Cash Vault or branch channels, i.e.: Bank by Mail.
08008	100110	VAULT DEPOSITED COIN - ROLLED Per roll de-wrapping fee for deposits containing coin rolls wrapped in paper or plastic
001	100220	DEPOSITED CHECKS - ON US Deposited paper checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
002	100225	DEPOSITED CHECK Deposited checks drawn on U.S. banks, including Wells Fargo.
701	100220	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS Charge per item deposited via Desktop Deposit for checks drawn on Wells Fargo. Applies to items submitted through CEO portal or mobile. For each item, a charge of one will be made to the customer.
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM Charge per item deposited via Desktop Deposit for checks drawn on banks other than Wells Fargo. Applies to items submitted through CEO portal or mobile. For each item, a charge of one will be made to the customer.
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS Charge per item for electronically deposited checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank 1210-0024-8 routing/transit number via Electronic Cash Letter.
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM Encoded electronically deposited checks deposited via Electronic Cash Letter drawn on banks in other parts of the U.S. outside the region where deposited.
DS191	150122	PAYEE VALIDATION STANDARD-ITEM Per check charge for each check posted to account with payee validation services.
22810	150500	WF CHK CASHED FOR NONACCT HOLDER This charge is for non customers cashing checks drawn on Wells Fargo Bank. Wholesale customer (account holder) absorbs full fee and no cost is passed on to payee.
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM The charge for creating an image of each physical item requested by the customer - includes indexing by the basic MICR fields as well as posting date. Paid Checks.
22030	150412	STOP PAYMENT - AUTO RENEWAL Per item charge for automated stop payment renewal on DDA, ARP or Controlled Disbursement account.
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE Per item charge for Image Positive Pay images retrieved via CEO
22222	150810	PRINTING & SUPPLIES-VENDOR Pass thru charge from third party supply vendor (i.e., Superior Press, Harland Clarke) for check or deposit ticket printing or other vendor supplies
12676	150300	MICR CHECK REJECTS THROUGH 1% Charge for processing up to and including 1% of the checks presented for payment that require special handling due to insufficient MICR line integrity.
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM Charge for each image retrieved from the bank's image database and delivered online < 90 days old.
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM Charge for each image viewed on -line from the bank's image archive older than 90 days

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
22225	150240	CHECK CASHING THRESHOLD MO BASE Charge for providing fraud control service setting maximum check cashing dollar thresholds at the branches.
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE Charge for providing fraud control service disallowing cashing of checks to individuals at the branches.
22235	150240	OTC DEBIT BLOCK MONTHLY BASE Charge for providing fraud control service disallowing over the counter withdrawals at the branches.
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD Charge for positive pay checks that are presented without matching issue information on file.
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND Per item charge for Positive Pay exception returned per customer request - includes stale-dated items that have been returned
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM Per item charge for Positive Pay Exceptions
12907	150030	POSITIVE PAY MONTHLY BASE Monthly fee per account for Positive Pay service.
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE Monthly per account fee when accounts are setup for the Payment Authorization Max Check \$ option.
12670	150410	STOP PAYMENT - ONLINE Per item charge for PC initiated stop payment.
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE Fixed monthly maintenance charge per CD/DVD setup on Paid Check WellsImage Media.
22202	150100	DDA CHECKS PAID Per item charge for checks or drafts presented for payment on an account, including checks that are presented electronically.
22015	151353	WELLSIMAGE PAID CHECK PER CD Charge for each CD ROM produced per CD - may contain more than one account depending on volume and customer setup. Paid Checks.
34337	200201	CEO CHECK ISSUES-ITEM Per item charge for all records entered manually or imported via CEO Fraud Manager
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM Per item fee for maintaining issue records that remain outstanding after 60 days.
12377	200201	ARP FULL RECON-ITEM Per item charge for the receipt and posting of check issue data received on Full ARP accounts. Includes items originated by customer, vendor, NDM, and CEO Fraud Manager.
12060	200010	ARP MONTHLY BASE - FULL Monthly charge per account for providing full reconciliation service

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
12604	200306	ARP OPTIONAL REPORTS Charge for each ARP report produced that is not contained in the standard service package.
12430	200301	ARP OUTPUT - TRANSMISSION Per transmission charge for delivery of check reconciliation information via direct transmission, NDM or to a vendor.
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE Monthly base fee per account for receiving ARP statements and/or optional reports delivered via CEO in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
12694	200100	OUTGOING TRANSMISSION - PER ITEM Charge for each item included on an ARP outgoing transmission. This is in addition to per file transmission and optional report fees. NOTE: this does not include volume associated with the ARP File Confirmation summary or detail report.
CK018	250201	ELECTRONIC CREDITS POSTED Per item charge for electronic and non-paper credits posted.
ES203	250000	ACH/WIRE PERFECT RECEIVABLE-MO BASE Monthly base fee for the ACH/Wire Perfect Receivables service
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM Per item(Transaction + Addenda) charge for ACH return and notification of change reporting in the ACH Return Subscription
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT Monthly Maintenance Charge per ACH Company ID for ACH Return and Notification of change reporting in the ACH Return subscription.
ES280	250000	ACH MONTHLY BASE Monthly base charge for ACH Direct Origination services.
ES211	250102	ACH ONE DAY ITEM Per item charge for originated ACH transit one day items.
ES204	250202	ACH PERFECT RECEIVABLES - ITEM Per item charge for Perfect Receivables service
ES210	250102	ACH TWO DAY ITEM Per item charge for originated ACH transit two day items.
ES216	250102	ACH SAME DAY Per ACH Same day originated items.
ES206	250120	ACH ORIGINATED - ADDENDA REC Per addenda record charge for remittance data in originated ACH addenda records
ES205	250220	ACH PERFECT RECEIVABLES - ADDENDA Per addenda record charge for Perfect Receivables service addenda
ES344	250202	ACH RECEIVED ITEM Per item charged for ACH received item (credit and debit)

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
06505	250302	ACH RETURN ADMIN -ELECTRONIC Per item charge for ACH administrative return items - information reporting reporting advice
06504	250302	ACH RETURN ADMIN -MANUAL Per item charge for ACH administrative return items - mail reporting advice
06502	250302	ACH RETURN ITEM-ELECTRONIC Per item charge for ACH return items - information reporting and transmission reporting advice
06507	250312	ACH RETURN UNAUTHORIZED-ELECTRONIC Per item charge for ACH unauthorized return items - information reporting reporting advice
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE Per item charge for processing unauthorized ACH return items to cover the NACHA Unauthorized Entry Fee.
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE Fee for each batch the customer releases to the bank for processing
ES801	250501	ACH TRANSMISSION CHARGE Per file charge for ACH transmission input
ES346	250622	ACH EXCEPTION PROCESS-DUPLICAT FILE Per file charge for duplicate ACH files
34377	250000	ACH PAYMENTS BASE FEE Monthly base fee assessed for each Company ID set up on ACH Payments
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM Charge per any one day item originated through ACH Payments.
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM Charge per any two day item originated through ACH Payments.
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE Monthly base charge for CEO ACH Fraud Filter Review Service.
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE Monthly base charge for CEO ACH Fraud Filter Stop Service.
ES352	251050	ACH FRAUD FILTER STOP MTHLYBASE Monthly base charge for Fax ACH Fraud Filter Stop and ACH Block services.
ES353	251052	ACH FRAUD FILTER STOP - ITEM Per item charge for Fax ACH Fraud Filter Stop and ACH Block items.
ES363	250302	ACH NOC - TRANSMISSION ADVICE Per item charge for ACH Notice of Change - transmission advice
ES486	250302	ACH NOC - MAIL ADVICE Per item charge for ACH Notice of Change - mail advice
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT Monthly maintenance charge per report in Treasury Information Reporting. Fee is charged per enrolled ACH Company ID for ACH Origination/Reject report. Customer is charged per enrolled

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
		account for both ACH Customer Activity and ACH Receive reports.
34332	250703	ACH CEO SUBSCRIPTION - ITEM Per item access charge for ACH detail records (transactions) reported on any report in the ACH Subscription.
34245	300225	CEO EDI PMT DETAIL - ADDENDA ITEM Per received ACH CTX or IAT addenda record reported in the CEO TIR EDI Payment Detail Report.
34242	300225	CEO EDI PMT DETAIL - ITEM Per received ACH item reported in the CEO TIR EDI Payment Detail Report.
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE Monthly base charge per account for CEO TIR EDI Payment Detail reporting.
28006	300200	REC MGR OR E-BOX TRANSMISSION Per inbound or outbound transmission charge for Receivables Manager and E-Box transmissions. Excludes VAN's.
ES073	359999	WIRE MONTHLY DDA BASE - VOICE Monthly per account maintenance for voice wire customers. This applies to any Wells Fargo US account (Hogan) that has a voice wire user set up for any reason including business continuation purposes.
ES167	359999	WIRE SECURITY PIN MONTHLY BASE Monthly maintenance per user setup with a PIN for wire initiation via the Wells Fargo Wire system Voice/ VRU wire channel.
ES030	350300	WIRE IN - DOMESTIC Incoming domestic wire sent to a Wells Fargo US account, this includes incoming wires from a Wells Fargo originated wire not designated as a book transfer.
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX Incoming wire US Dollar or Foreign Currency, received from Wells Fargo correspondent relationships and subject to correspondent fees.
ES076	350310	WIRE IN XBDR - USD OR FX Incoming Cross border wire in US dollar or Foreign Currency crediting a Wells Fargo US account.
ES072	350412	WIRE MAIL CONFIRMATION Mailed wire confirmations per item fee for incoming and/or outgoing wires.
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE Monthly charge per repetitive template stored on the Wells Fargo wire system. This includes standing transfer order wires and voice wires. This does NOT include templates stored within CEO Wires.
ES141	350120	WIRE BOOK TRANSFER - CEO Wire between two WF accounts that are within one CEO ID, entitled to book transfer, and initiated via a CEO Wires book transfer workflow (i.e. select templated or freeform book transfer option, or write "book" in the payment field for imported data file)
ES139	350100	WIRE OUT DOMESTIC - CEO Outgoing domestic wire (freeform/templated/import) initiated via CEO Wires. Includes wires completed in the Create Wire screen or Create Template screen (for Wire, Drawdown, Federal

GLOSSARY

Current Element Definitions

Pinellas County

Service Code	AFP Code	Description
		Tax, or Federal Tax Bulk templates), or wires imported as a payment.
ES147	350113	WIRE OUT XBDR USD - CEO Outgoing Cross Border USD wire (freeform or templated) initiated from a Wells Fargo US account via CEO Wires. This element does not include foreign currency wires via CEO or Foreign Exchange Online (FXOL).
18030	350330	WIRE IN REPAIR SURCHARGE Per wire fee for incoming repair - domestic and international wires.
27045	350402	WIRE PERFECT RECEIVABLES-PER ITEM Per item fee for Wire Electronic Receivable Posting Service. This service provides payment collection and reporting for incoming only wires to a Wells Fargo US account system. This fee is in addition to incoming wire fees.
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM Treasury Information Reporting (TIR) ARP report spreadsheet output per transaction loaded.
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE TIR ARP will allow user to download ARP statements and/or optional reports in different output formats. This includes Positive Pay Only accounts downloading optional reports. Monthly base charges per account authorized for the services.
34260	400054	CEO DEPOSIT DETAIL MAINTENANCE Monthly account maintenance charge for CEO Treasury Information Reporting Deposit Detail. Report includes deposit info and detailed listing of the debit offsets in an individual deposit.
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL Charge for each alert delivered via email by the CEO Alerts/Event Messaging service. Users are charged for the first 80 alerts per month, across all alert types.
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD Charge for each detail item reported in the Intraday Composite report in CEO Treasury Information Reporting for USA-based accounts (Wells Fargo or non-Wells Fargo). Each detail transaction reported is counted as an item.
34120	400055	CEO INTRADAY REPORTING MAINTENANCE Monthly maintenance charge for intraday reporting of USA-based Wells Fargo Bank and non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED Charge for previous day subscription items loaded for USA-based accounts (Wells Fargo and non-Wells Fargo). Each individual balance or transaction loaded each day counts as 1 item.
34100	400052	CEO PREV DAY REPORTING MAINTENANCE Monthly maintenance charge for previous day reporting of USA-based Wells Fargo Bank and non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.
27707	400340	CEO SEARCH Charge for CEO search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewed, a volume of 3 will be charged (100 items + 100 items + 50 items viewed).
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM Per item charge for retrieval of detailed wire information via CEO Transaction Search or CEO

GLOSSARY

Current Element Definitions

Pinellas County

Service	AFP	
Code	Code	Description
		Treasury Information Reporting.
34205	400003	CEO WIRE XFR DETAIL US ACCT MO BASE Per month per account maintenance base fee for having the CEO Treasury Information Reporting Wire Transfer Detail report.
34253	400800	INFO REPORTING HISTORY STORAGE 120 Charge for each item loaded for 120 days of historical data storage for Previous Day Balances and Transaction Details. Each individual balance or transaction each day counts as 1 item. For most accounts, at least 13 balances are loaded daily.
15017	400003	DESKTOP DEPOSIT MONTHLY BASE For each depository account set up for the Desktop Deposit service, a volume of one will be made to the customer.
34207	400274	CEO WIRE XFR DETAIL US ACCT ITEM Per detail item viewed on the CEO Treasury Information Reporting Wire Transfer Detail subscription.
IL152	609999	DEPOSITED CHECK ON CANADIAN BANK Canadian currency or US dollar check drawn on a Canadian bank, deposited at Wells Fargo.

EXHIBIT B

INSURANCE

EXHIBIT B- INSURANCE

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- b) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- c) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the proposer or their agent no later than 10 days after the expiration date.
 - (1) Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- d) -Proposer shall bear all financial responsibility for all pertinent deductibles, self-insured retentions and/or self-insurance with no contribution required from The County-
- e) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (3) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (4) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (5) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (6) Workers compensation insurance policy shall include waiver of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

- (3) Professional Liability (Errors and Omissions) Insurance – Bankers Professional Liability at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits (Average balance of over \$225,000,000.00)

Each Occurrence or Claim	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits (Average balance of over \$225,000,000.00)

Each Occurrence	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (5) Crime/Fidelity/Financial Institution Insurance with at least minimum limits as follows:

Limits (Average balance of over \$225,000,000.00)

Each Occurrence	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

EXHIBIT C

PROPOSAL

Responses to Questions from Pinellas County – April 17, 2020

	Statement of Work	Page	Location in document									
1	Request a non-disclosure agreement (NDA) for Account Validation Service (AVS) and confirmation of pricing for this service.	6	f. General implementation plan and pricing for Account Validation service.									
	Response: The requested NDA is included along with this document. The pricing previously quoted is confirmed based on our understanding of the County's needs.											
2	Services should not be charged unless agreed to in the contract. New services should be agreed to ahead of time.	13	Last paragraph.									
	Response: We understand the County's request. However, there may be enhancements that are subsequently added to CEO for example and available to the County in the future. Should the County utilize a service that is not covered by or quoted on the RFP and the addenda, or the County is not sure, we would request the County ask for pricing so this can be added to the contract prior to utilizing the service.											
3	Request 20 basis Earnings Credit Rate (ECR) and a Floor Interest Rate of 20 basis points for excess balances. Proposal response from Wells Fargo was 20 bps for ECR and 16 bps for excess balances.	14	1 st highlighted comment on page.									
	Response: We are affirming our prior response. Wells Fargo will provide a Floor Earnings Credit Rate (ECR) of 20 basis points and a Floor Interest Rate of 16 basis points for excess balances in the Government Advantage Interest Checking account type.											
4	Request that CEO event messaging service – text is at no charge. Charge shown in the proposal response is \$0.75 per text.	14	2 nd highlighted comment on page.									
	<p>We will revise the pricing form to reflect no charge for text messaging.</p> <p>Updated pricing schedule included below:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>CEO event messaging service – fax</th> <th>Item reported</th> <th>\$2.0000</th> </tr> </thead> <tbody> <tr> <td>CEO event messaging service – text</td> <td>Text</td> <td>No Charge</td> </tr> <tr> <td>CEO event messaging service – email</td> <td>Email</td> <td>No Charge</td> </tr> </tbody> </table>			CEO event messaging service – fax	Item reported	\$2.0000	CEO event messaging service – text	Text	No Charge	CEO event messaging service – email	Email	No Charge
CEO event messaging service – fax	Item reported	\$2.0000										
CEO event messaging service – text	Text	No Charge										
CEO event messaging service – email	Email	No Charge										
5	Request pricing on any costs related to imposter fraud.	14	Last paragraph – 3 rd highlighted comment on page.									
	Response: There are no bank provided services to prevent potential imposter fraud. There are recommendations that we provide clients on what they can do to stay vigilant to prevent on their side and we share those with our clients during our relationship review meetings.											

6	Request additional information describing the deposit location reporting service including pricing information.	15	o. General implementation plan and pricing for deposit location reporting service.																
<p>Response:</p> <p>Deposit Location Reporting (DLR) for regular Demand Deposit Accounts (DDAs) Deposit Location Reporting for regular DDAs requires the use of serialized deposit tickets where the location number is included in the aux on-us (serial number) field of the MICR line. Sorting and subtotaling by location number is available on the DLR report as well as the different sections of the Account Reconciliation Plan statement. In order to utilize DLR, the account must use either Partial or Full Account Reconciliation (ARP). If the account in question is only going to receive deposits and not issue checks, Partial ARP would suffice, whereas if the account will also issue checks, we would recommend the use of our Full ARP solution.</p> <p>Deposit Location Reporting (DLR) for WellsOne® subaccounts</p> <ul style="list-style-type: none"> • If the County uses subaccounts, The DLR service automatically adds the location number and name assigned to each subaccount to most transactions as they post to your account. This location number allows for sorting and subtotaling on the DLR report. • One consolidated ARP statement. Your parent account statement can have details displayed by location, regardless of the source of the transaction (for example, regular deposit, returned item, adjustments, or Wells Fargo Merchant card settlements). <p>Reporting</p> <p>Deposits by Location optional report. This report is available by PDF, EXCEL/CSV download, electronic transmission, or paper, and includes only deposit-related transactions presented in a variety of useful ways:</p> <ul style="list-style-type: none"> • Deposit Detail report. Lists individual deposits, returned items, and adjustments for the report cycle period. Credit, debit, and total activity are subtotaled for each location. • Return Detail report. Lists only returned deposited items for the period. Activity is subtotaled for each location. • Deposit Recap report. Summarizes all deposit-related activity, credits, and debits for the period. Activity is summarized by date and subtotaled by location. • No Activity report. Lists locations for which no activity is posted during the statement cycle. <p>Other customization options. The Detail Credits and Detail Other Debits sections of your ARP statement can be sorted and subtotaled to fit your location reporting needs.</p> <p>Pricing for the services related to Deposit Location Reporting are as follows:</p> <table border="0" data-bbox="344 1480 1312 1743"> <tr> <td>ARP FULL OR PARTIAL RECON – ITEM</td> <td>\$0.0300</td> </tr> <tr> <td>DEPOSIT LOCATION REPORTING – PER ITEM</td> <td>\$0.0300</td> </tr> <tr> <td>ARP ITEM PAID NO ISSUE INFO-ITEM</td> <td>\$0.0000</td> </tr> <tr> <td>ARP MONTHLY BASE - FULL OR PARTIAL</td> <td>\$20.0000</td> </tr> <tr> <td>ARP STMTS & RPTS (CSV/EXCEL) / ITEM</td> <td>\$0.0050</td> </tr> <tr> <td>ARP STMTS & RPTS (CSV/EXCEL) BASE</td> <td>\$20.0000</td> </tr> <tr> <td>ARP OUTPUT - TRANSMISSION</td> <td>\$5.0000</td> </tr> <tr> <td>CEO ARP STMT & RPTS MONTHLY BASE</td> <td>\$0.0000</td> </tr> </table> <p>On the following link you'll find the Account Reconciliation user guide which provides additional information and sample screen shots of the reports available. https://wellsoffice.wellsfargo.com/ceopub/prc/acct-rec-pln/index.jsp</p>				ARP FULL OR PARTIAL RECON – ITEM	\$0.0300	DEPOSIT LOCATION REPORTING – PER ITEM	\$0.0300	ARP ITEM PAID NO ISSUE INFO-ITEM	\$0.0000	ARP MONTHLY BASE - FULL OR PARTIAL	\$20.0000	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$0.0050	ARP STMTS & RPTS (CSV/EXCEL) BASE	\$20.0000	ARP OUTPUT - TRANSMISSION	\$5.0000	CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000
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MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (the “Agreement”) is effective as of _____, 20____ (“Effective Date”), by and between _____, with its principal address at _____ (“Company”), and Wells Fargo Bank, N.A., with an office at 420 Montgomery Street, San Francisco, CA 94104 (“Wells Fargo”).

1. **AUTHORIZED PURPOSE.** Under this Agreement, each party will disclose certain information that it considers confidential or proprietary in connection with evaluating and determining if Company is a viable candidate for Wells Fargo’s Account Validation Services (the “Authorized Purpose”). The Account Validation Services enable eligible Wells Fargo customers to submit inquiries to and receive responses from the Early Warning Services, LLC (“EWS”) National Shared DatabaseSM. In consideration of this disclosure, and each party’s willingness to protect the confidential information of the other party as set forth below, the parties agree as follows:

2. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, the term “Confidential Information” means:

(a) For Company: Any business, technical or other non-public and proprietary information relating to Company that is disclosed by Company to, or is acquired by, Wells Fargo, EWS or its Personnel (as defined in Section 5) in the course of the Authorized Purpose, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review or analysis), whether the information is marked “confidential” or with other words of a similar nature, is actually known by Wells Fargo to be Company’s confidential information, or from all the relevant circumstances should reasonably be understood by Wells Fargo to be confidential or of a proprietary nature (collectively, “Company Confidential Information”).

(b) For Wells Fargo: (i) Any business, technical or other non-public and proprietary information relating to Wells Fargo or EWS that is disclosed by Wells Fargo or EWS to, or is acquired by, Company or its Personnel (as defined below in Section 5) in the course of the Authorized Purpose, including, without limitation, information relating to Wells Fargo’s or EWS’ technology, operations, systems, databases, software, programs, applications, documentation, manuals, products, services, policies, procedures, facilities, security practices, research, development, business affairs, marketing or sales plans, current, prospective or former customers or clients, pricing or pricing strategies, strategic plans, unpublished financial information, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, and copyrightable subject matter, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review, or analysis), whether the information is marked “confidential” or with other words of a similar nature, is actually known by Company to be Wells Fargo’s or EWS’ confidential or proprietary information, or from all the relevant circumstances should reasonably be understood by Company to be confidential or of a proprietary nature; (ii) any written user guides, specifications, technical requirements, descriptions or instructions created by EWS describing the installation, set-up,

function, features, operation and use of the Account Validation Service; and (iii) information relating to Wells Fargo’s, Wells Fargo’s Affiliates (as defined below in Section 5), EWS’s’ or their respective suppliers’ computer systems and architecture, security systems and procedures, or Personnel (collectively, “Wells Fargo Confidential Information”).

(c) Confidential Information disclosed hereunder may include information of a third party in the possession of the disclosing party, provided the disclosing party has the right to disclose such information to the receiving party.

3. **NON-PROTECTED INFORMATION.** Confidential Information does not include any information that:

(a) Is already known to or in the possession of the receiving party, EWS or its Personnel without a restriction on disclosure at the time of disclosure;

(b) Is or becomes publicly known without breach of this Agreement or other obligations of non-disclosure by the receiving party, EWS or its Personnel;

(c) Is obtained by the receiving party, EWS or its Personnel from a third party who is not under a duty or obligation of confidentiality to the disclosing party;

(d) Was independently developed by the receiving party, EWS or its Personnel without the use of or reference to the disclosing party’s Confidential Information; or

(e) The disclosing party agrees in writing are free of the restrictions set out in this Agreement.

The receiving party will have the obligation to prove, with competent evidence, the existence of one of the foregoing exclusions from Confidential Information.

4. **TREATMENT OF CONFIDENTIAL INFORMATION.**

(a) The “Confidentiality Period” starts on the Effective Date and terminates on the later to occur of three (3) years after the Effective Date or twelve (12) months after the last disclosure of Confidential Information hereunder.

(b) During the Confidentiality Period, the receiving party agrees it will (i) not use, disclose, copy or transmit the other party’s Confidential Information except as strictly required to accomplish the Authorized Purpose, and then only as permitted in this Agreement (see Section 5, below), and (ii) employ all reasonable measures to avoid unauthorized disclosure or transmission of the other party’s Confidential Information in breach of this Agreement (including but not limited to disclosure or potential disclosure resulting from the disposal or other disposition of equipment or media containing the Confidential Information of the other party), consistent with the measures that the receiving party uses to protect its own comparable confidential information.

(c) Company will protect the Wells Fargo Confidential Information described in Section 2(b)(iii) (relating to computer systems and architecture, security systems and procedures) as Confidential Information in perpetuity, except if the Confidential Information becomes non-protected information pursuant to Section 3(e). Further, each party acknowledges its obligations

hereunder survive and continue in force with respect to the other party's trade secrets (as that term is defined by the Uniform Trade Secrets Act) for as long as, and to the extent that, such Confidential Information remains a trade secret.

5. **RESTRICTIONS ON USE.** Each party will restrict the access, possession, knowledge, and use of the other party's Confidential Information to its own Personnel (defined as Affiliate(s) or any person or entity associated with a party, including employees, agents, consultants, contractors or subcontractors) who need to know the other party's Confidential Information to carry out the Authorized Purpose. Each party will use at least the same degree of care to avoid unauthorized disclosure or use of the disclosing party's Confidential Information as it uses to protect its own comparable confidential information, but no less than a reasonable degree of care. Each party (i) will take appropriate action with any of its Personnel to whom Confidential Information is disclosed hereunder to ensure that the entity or individual is informed of the confidential nature of the Confidential Information and legally bound to comply with its obligations under this Agreement, and (ii) is liable for any breach of its obligations hereunder caused by its Personnel, its Affiliates, or their Personnel. The receiving party will promptly notify the disclosing party in the event it knows or has a reasonable suspicion that any portion of the disclosing party's Confidential Information has been used, disclosed, copied or transmitted in an unauthorized manner while in the receiving party's control and custody, and will cooperate with the disclosing party in its lawful efforts to prevent or remedy such disclosure. The term "Affiliates" refers to an entity that controls, is controlled by, or is under common control with (directly or indirectly, and through one or more intermediaries) a party to this Agreement; with regard to Wells Fargo, this includes Wells Fargo & Company.

6. **RETURN OF CONFIDENTIAL INFORMATION.**

(a) The receiving party will promptly return or destroy the disclosing party's Confidential Information subject to this Agreement upon the disclosing party's written request. Neither party is obligated to erase Confidential Information commingled with other information or documents of the receiving party if it would pose a substantial administrative burden to destroy such Confidential Information, or if the Confidential Information is contained in an archived computer system or backup made by the receiving party in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such commingled documents and archived copies will eventually be erased or destroyed in the ordinary course of business; and (ii) that the receiving party remains fully subject to the obligations of confidentiality in this Agreement until the earlier of the eventual erasure or destruction, or the expiration of the confidentiality obligations set out in this Agreement.

(b) Once a receiving party is provided notice to return or destroy all Confidential Information, receiving party shall make no further use of any such Confidential Information; provided, however, that the receiving party may retain the disclosing party's Confidential Information to the extent required by any applicable law.

7. **NO CONVEYANCE OF LICENSE.** Confidential Information is and will remain the sole and exclusive property of the disclosing party (or, where applicable, its Personnel). Except

as expressly granted herein, nothing in this Agreement will be construed to grant to the receiving party, either expressly or by implication, any right, title or interest in or to the disclosing party's Confidential Information, or in or to any patent, trademark, copyright, trade secret or other right, whether intellectual property or otherwise, that may be related thereto, or to grant any right to make, use, sell, exploit or develop further the Confidential Information of the disclosing party.

8. **TERMINATION OF AUTHORIZED PURPOSE.** This Agreement does not bind either party, in any way, to enter into or to continue a service agreement or business relationship of any type with the other party, whether in relation to the Authorized Purpose or otherwise. The parties may terminate discussions at any time.

9. **PUBLICITY.** Neither party may use, publish or disclose in any manner, whether directly or indirectly, the name, likeness, logo, trademarks or service marks of the other party (or, in the case of Company, EWS), including without limitation in any client list, advertisement, news release, or release to any professional or trade publications.

10. **GOVERNING LAW.** This Agreement will be construed for all purposes in accordance with the law of the State of New York, USA, exclusive of its conflict of laws principles.

11. **COMPLIANCE WITH LAWS.**

The parties recognize that the communication or transfer of any Confidential Information to or from certain countries (or persons located therein) may be prohibited or restricted or subject to prior approval of one or more governments, including without limitation the government of the United States of America. The receiving party agrees not to use, export, import, re-export, transfer, or otherwise communicate any of the disclosing party's Confidential Information to or for any country (or any person located therein) in which the use or possession, or to which the export, import, re-export, transfer or other communication, of such Confidential Information is prohibited or restricted by the requirement of applicable laws of the United States of America or any foreign government except in strict compliance with all such laws.

12. **SEVERABILITY.** The provisions of this Agreement are severable. If a court or tribunal of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/tribunal will replace it with a valid and enforceable provision that most closely approximates the intent of the parties, and the remainder of this Agreement will otherwise remain in full force and effect.

13. **REMEDIES.** The parties agree that, if there is a breach of this Agreement by either party, the other party will have the right to seek any and all remedies at law or in equity including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

14. **ATTORNEYS' FEES.** In the event any suit or other action is commenced to interpret or enforce any provision of this Agreement, the prevailing party will be entitled to reimbursement

of reasonable attorneys' fees and court costs related to such suit or action, in addition to any award or other amounts due.

15. **COMPELLED DISCLOSURE**. Notwithstanding anything herein to the contrary, the receiving party is not liable for disclosure of the disclosing party's Confidential Information if made in response to a valid order of a court or other tribunal of competent jurisdiction or authorized agency of government. If not prohibited by law or regulatory authority, the receiving party will provide reasonable notice to the disclosing party before any such disclosure to permit the disclosing party to seek to prevent or limit such disclosure. Notwithstanding anything herein to the contrary, the receiving party will not be liable for disclosure of the Confidential Information if made in connection with any audit or regulatory examination of the receiving party or any of its Affiliates by any governmental agency or authority having jurisdiction over the receiving party.

16. **ASSIGNEES AND SUCCESSORS**. This Agreement is binding on the parties and their respective assignees and successors; however, neither party may assign or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party, which may be withheld for any reason.

17. **CONSTRUCTION**. Company and Wells Fargo have negotiated this Agreement and each party's legal counsel has had the opportunity to review this Agreement. Company and Wells Fargo agree that any rule of construction or interpretation requiring resolution of any ambiguities in this Agreement against the drafting party will not apply in the construction or interpretation of this Agreement.

18. **NOTICES**. All notices or reports permitted or required under this Agreement will be in writing, and will be deemed effective when: (i) delivered by personal delivery, (ii) confirmed by the recipient, for notices delivered by electronic mail or facsimile transmission, or (iii) three days after being sent by certified or registered mail (return receipt requested) or overnight courier. Notices will be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

19. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties with respect to the Authorized Purpose, and supersedes any prior to contemporaneous discussions regarding the Authorized Purpose. For purposes of clarity, this Agreement does not affect any agreement between the parties with respect to other matters, including but not limited to any agreements related to Wells Fargo's provision of products or services to Company or vice versa. This Agreement may not be amended or modified except in a writing that is signed by both parties.

20. **EXECUTION**. For purposes hereof, a facsimile or Portable Document Format (PDF) copy of this Agreement, including the signature page(s), will be deemed a valid original.

IN WITNESS WHEREOF, each of the parties hereto, certifying that it is an authorized signatory, has duly executed this Agreement as of the Effective Date.

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

[COMPANY NAME]

By: _____

Name: _____

Title: _____

Addendum to Scope of Work section from Wells Fargo for RFP No. RFP Number: 189-0463-P (LN)

- 1. Provide detailed pricing information to be included in Statement of Work for each department for lockbox services provided by Bill2Pay. Based on the information shown in the RFP, it appears that EMS pricing changed from a flat monthly processing fee based on volume tiers to a per item fee structure.**

Pricing information for the various lockboxes is included in the RFP response. We have confirmed that Bill2Pay moved EMS to per item charges as indicated in the spreadsheet under Tab A.

- 2. Provide details of semi-annual relationship reviews to be incorporated into statement of work.**

We commit to the County we will hold semi-annual relationship reviews based on the County's availability.

Our comprehensive Relationship Reviews:

- cover timely industry trends that you need to be aware of
- review the existing products and services used
- provide recommendations to enhance the existing structure (if needed)
- review fraud protection on all accounts and recommend any additional solutions

In addition, we:

- perform a review of the signers on all accounts
- provide a *CEO* usage report by user and product
- conduct a review with you of wire limits
- review the last period calls and service record with your dedicated Client Service Officer (CSO) by topic and resolution time
- Provide BCP awareness

Periodically, we will invite a product partner to review other areas that may be of interest to the County. This is your meeting and we want to ensure that you have the opportunity to meet with your primary team that manages the relationship to have any questions or concerns addressed.

- 3. Provide details of monthly meetings for customer support and training to be incorporated into statement of work.**

We will meet with the County as frequently as you like. The County is set up for the various services mentioned in the RFP, and one of our main goal is to ensure users are well versed on how to use the solutions currently in place.

In the event of staffing changes, the County's dedicated CSO, Nicole Nieves, will assist in providing or coordinating training that may be needed. There are also a variety of online resources available to the County for training.

For any new products the County employs, we will be happy to provide webinars, or other customized training as needed and identified during the implementation phase.

- 4. County employee check cashing - The bank must agree to cash checks drawn against the accounts of the Board and the Clerk that are presented by Board or Clerk employees at its branch offices at no additional cost to the payee or County. Provide response to be incorporated into statement of work.**

The bank will continue to cash checks drawn against Wells Fargo accounts owned by the Board and the Clerk at no charge.

Please note: We require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

- 5. Overdraft processing – The bank must agree that In the event that the incoming wire transfer does not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula as detailed in Section E, Investment Services. Using this formula, the County will not receive any interest on the overnight investment that result from an overdraft, nor will the County be required to pay any interest to the Bank beyond this rate. Provide response to be incorporated into statement of work.**

In the unlikely event that the County is not able to fund an overdrawn account by the end of business (4 pm EST), through a wire or internal transfer, the bank will waive the overdraft fee. Should the County maintain an uncollected funds status, the Bank will agree to charge the same interest rate as the County is paid by Wells Fargo.

- 6. Provide a general implementation plan defining timelines and major milestones to be part of the statement of work.**

Since the County is currently utilizing the majority of services within the scope of the RFP, we do not anticipate additional implementation needed.

For the Optional Services requested below, your Treasury Management Onboarding Consultant will partner with your staff to develop the schedule and document the process we will follow. While the sample schedules show many crucial tasks, they may not be as comprehensive as needed to fully implement a product or service and timelines may vary. After we meet with you to discuss your needs, we will customize the schedule in conjunction with your staff for any new services you may choose to add.

Optional Services

- 1. Provide detailed information and pricing on the following optional services to be incorporated into the statement of work:**
- a. General implementation plan* and pricing for Zero Balance Account (ZBA) services.**

The pricing for Zero Balance Account was included in the additional pricing pages section of our response and listed below for your convenience:

ZBA Master – Monthly Maintenance Per Account - \$15.00

ZBA Sub – Monthly Maintenance Per Account - \$10.00

Please refer to our pricing pages for additional pricing related to other activity on these accounts.

Zero Balance Account (ZBA) – (days to implement 3)	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer (includes paperwork)	Shared	Customer / Treasury Management Client Onboarding Consultant
Validate TMSAC is on file for multi TIN accounts	Internal	Relationship Associate / Treasury Management Analyst / Treasury Management Consultant
Set-up ZBA account	Internal	Treasury Management Client Onboarding Consultant
Verify set-up in appropriate systems	Internal	Treasury Management Client Onboarding Consultant
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client Onboarding Consultant

b. General implementation plan and pricing for sub accounting service and any costs related to the associated transaction reports.

The pricing for subaccounting was included in the additional pricing pages section of our response and is listed below for your convenience:

Subaccount Maintenance (Per Account / Per Month) - \$5.00

Please refer to our pricing pages for additional pricing related to other activity on these accounts.

Sub Account (days to implement 8)	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer (includes paperwork)	Shared	Customer / Treasury Management Client Onboarding Consultant
Provide MICR specs to customer (for deposit tickets)	Shared	Customer / Treasury Management Client Onboarding Consultant
Open accounts	Internal	Treasury Management Client Onboarding Consultant
Verify set-up in appropriate systems	Internal	Treasury Management Client Onboarding Consultant
Obtain supplies (deposit slip, stamps)	External	Customer

Sub Account (days to implement 8)	Internal External Shared Technical	Responsible
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client Onboarding Consultant
Monitor product through a successful cycle of processing	Shared	Customer / Treasury Management Client Onboarding Consultant

c. General implementation plan and pricing for overnight sweep accounts. Include pricing detail for the Money Market Mutual Funds Option next-day sweep service. Include detail on all investment options.

The pricing for our Stagecoach Sweep was included in the additional pricing pages section of our response and listed below for your convenience:

STAGECOACH SWEEP MONTHLY BASE - \$150.00 per sweep / per month

Stagecoach Sweep® (days to implement 2)	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer	Shared	Customer / Treasury Management Client Onboarding Consultant
Send welcome package with documents customer needs for product implementation (e.g. file specifications)	Shared	Customer / Treasury Management Client Onboarding Consultant
Confirm CRS form and addendum or Proof of Exemption (Applies to Preferred Option Only, Preferred Option with Repo Backup, and Preferred Option with any Credit sweep)	Internal	Treasury Management Client Onboarding Consultant
Establish Sweep Statement Access (CEO)	Internal	Treasury Management Client Onboarding Consultant
Verify set-up in appropriate systems	Internal	Treasury Management Client Onboarding Consultant
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client Onboarding Consultant
Monitor product through a successful cycle of processing	Shared	Customer / Treasury Management Client Onboarding Consultant

Additional information including rates, prospectuses, etc. can be found at <https://www.wellsfargofunds.com/wf/mmf/sweep.html>

d. General implementation plan and pricing for NSF / ACH conversion for representation of NSF checks (Wells Fargo’s RCK service).

ACH redeposited item – Per Item – \$0.75

Please refer to our pricing pages for additional pricing related to other activity on these accounts.

Wells Fargo RCK Service	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer	Shared	Customer / Treasury Management Client Onboarding Consultant
Set-up RCK instructions on account (s)	Internal	Treasury Management Client Onboarding Consultant
Verify set-up in appropriate systems	Internal	Treasury Management Client Onboarding Consultant
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client Onboarding Consultant

e. General implementation plan and pricing for remote cash capture with smart safes.

SafeVantage (Days to Implement: 10)	Internal External Shared Technical	Responsible
Schedule and conduct Site survey (setup by armored carrier) with the customer	Shared	Carrier / Customer / Product Manager / Treasury Management Consultant
Review location rollout plan	External	Carrier
Safe model type ordered by armored carrier	External	Carrier
Establish 'change order' delivery days with the customer	Shared	Customer / Treasury Management Client Onboarding Consultant
Establish Safe Vantage services at respective cash vault site(s). If a new cash vault processing site is required, ensure that it is open and available. Should be completed 11 days prior to install	Internal	Cash Vault Administration / Treasury Management Client Onboarding Consultant
Perform Safe Vantage installation	External	Carrier
Establish/perform connectivity testing to safe	External	Carrier
Perform customer training, on site	External	Carrier

SafeVantage (Days to Implement: 10)	Internal External Shared Technical	Responsible
Perform deposit test in production	Shared	Carrier / Customer / Cash Vault Administration / Treasury Management Client Onboarding Consultant

Our remote safe solution, SafeVantage works with specific armored couriers. Currently, we work with Loomis, Brinks, and Garda. **The armored courier provider utilized by the County, MidFlorida Armored is not an approved SafeVantage courier.** If the County prefers to work with one of the approved providers, we will meet with the County and the selected armored courier to go over the County’s specific needs regarding the safes, locations, number of locations, volumes, and more. After determining the scope of the use of the product, we will provide a pricing proposal. Also, please note there will need to be a contract directly with the armored courier for this service and fees that would be paid directly to the Armored Courier in addition to any bank fees related to SafeVantage. The bank fees for SafeVantage are as follows:

SafeVantage Monthly Maintenance – \$20.00

SafeVantage Cash Deposited – Per \$1 - \$0.0009

f. General implementation plan and pricing for Account Validation service.

Pricing for our Account Validation Service (AVS) follows.

Please note: Due to the nature of this solution, we require a non-disclosure agreement (NDA) to be in place before we can provide additional documentation. We welcome the opportunity to discuss further and provide the NDA upon request.

Account Validation Services (AVS) - Wells Fargo Gateway
Pinellas County

<u>Element</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Charge Basis</u>
Setup			
72035	AVS WELLS IMPLEMENTATION	\$5,000.0000	setup
Monthly Maintenance			
42101	API MONTHLY FEE	\$250.0000	location
Per Item Fees			
72041	AVS LOGIC BOX ACCOUNT STATUS	\$0.4000	inquiry
72042	AVS LOGIC BOX ACCT OWNERSHIP MATCH	\$0.4000	inquiry
72010	AVS REAL TIME MONTHLY MINIMUM ¹	\$1.2000	dollar
Special Request Fees			
72012	AVS TRAINING ²	\$150.0000	hour
72013	AVS SPECIAL PROJECTS ³	\$200.0000	hour
72014	AVS ON SITE AUDIT ⁴	\$5,000.0000	day
72015	AVS QUESTIONNAIRE ⁵	\$2,000.0000	report

Service Explanation

- ¹ 72010 AVS Real Time Monthly Minimum - Fee assessed on the difference between \$1,000 and the total charged for EIDs 72041 and 720042
- ² 72012 AVS Training If additional consulting is needed beyond the implementation
- ³ 72013 AVS Special Projects. Fee assessed for performing non-standard projects
- ⁴ 72014 AVS On Site Audit Fee - Fee assessed for Early Warning System (EWS) audit performed outside of one of the free audit periods. The fee is \$5,000/day with a 2 day minimum. EWS allows free audits during set times of the year - if that date is not good for the City they can still audit, and the \$5,000.00 fee would apply.
- ⁵ 72015 AVS Custom Questionnaire. Charged to the City if they require a custom audit questionnaire in lieu of standard documents provided by EWS. EWS offers compliance portal free of charges offered by EWS to answer questions regarding EWS.

g. General implementation plan and pricing for mobile banking.

The County has access to *CEO* Mobile as you are set up on *CEO* already. There is no implementation required.

You can quickly and easily access our mobile service from any web-enabled mobile device, and sign on using your online banking portal authentication credentials.

Quoted fees for *CEO* include mobile banking.



h. General implementation plan and pricing for lockbox services if provided by Wells Fargo (utilizing a vendor other than Bill2Pay).

We will efficiently configure our wholesale lockbox or wholetail lockbox (in the case of Utilities) service to fit your needs – without disrupting the processes the County has established to support your operations.

During the implementation phase, we will work with you to understand your internal processes. Based on this understanding, we will work together to integrate with your existing workflow. **Please note our Florida lockbox processing site and P.O. Boxes to be used by the County are located in Orlando, Florida.** Before implementing, we will also require sample lockbox coupons for each of the lockboxes currently in place so these can be reviewed and approved.

Wholesale/Wholetail Lockbox (Complex) (days to implement 30 – 60 days)	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer	Shared	Customer / Treasury Management Client Onboarding Consultant / Lockbox Project Manager
Send welcome package with documents customer needs for product implementation (e.g. file specifications)	Shared	Customer / Treasury Management Client Onboarding Consultant / Lockbox Project Manager
If file will be a custom format, obtain file specs from customer and coordinate review	Shared	Customer / Lockbox Project Manager
Obtain test documents from customer (coupons or invoices)	Shared	Customer / Lockbox Project Manager
Complete and submit BRAD, test coupons, and documents to Lockbox Operations	Shared	Customer / Lockbox Project Manager
Confirmation from the site that requirements are complete	Internal	Lockbox Project Manager / Site
Provide lockbox address to the customer and set expectations for use (timing)	Shared	Customer / Lockbox Project Manager
Obtain test file from site, provide to the customer and set expectations for review	Shared	Customer / LB_IC
Obtain test file results from the customer	Shared	Customer / Lockbox Project Manager
Coordinate with customer generation of invoices with new lockbox address	Shared	Customer / Lockbox Project Manager
Verify set-up in appropriate systems	Internal	Lockbox Project Manager
Provide training materials to the customer and set expectations around review	Shared	Customer / Lockbox Project Manager
Conduct "Train the Trainer" training and set expectations around customer participation	Shared	Customer / Lockbox Project Manager
Add CEO Lockbox Image (if applicable)	Internal	Lockbox Project Manager
Add Online Decisioning (if applicable)	Internal	Lockbox Project Manager
Deploy to Production	Internal	Lockbox Project Manager
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client

Wholesale/Wholesale Lockbox (Complex) (days to implement 30 – 60 days)	Internal External Shared Technical	Responsible
		Onboarding Consultant / Lockbox Project Manager
Monitor product through a successful cycle of processing	Shared	Customer/ Treasury Management Client Onboarding Consultant / Lockbox Project Manager
SAFE Transmission (for any transmissions related to the lockbox)	Internal External Shared Technical	Responsible
Discuss transmission requirements with customer	Shared	Customer / Treasury Management Client Onboarding Consultant /Transmission Specialist
Provide transmission request set-up form (TRF) to Transmission Specialist for processing	Internal	Treasury Management Client Onboarding Consultant
Establish SAFE-T folders in CEO/create new transmission IDs	Internal	Treasury Management Client Onboarding Consultant
Provide and review transmission IDs and transmission credentials with customer and, if applicable, automation software	Shared	Customer / Treasury Management Client Onboarding Consultant
Install automation software into customer system	External	Customer
Build transmission IDs into customer system (exchange keys, if applicable for VPN, SFTP, FTP w/ PGP)	External	Customer
Set-up customer resources in CEO for testing/validate access to validation environment	External	Customer's Company Admin for CEO

Lockbox Pricing – Wholesale

Service Description	Charge Basis	Price
Monthly Base Fee		
WLBX MONTHLY BASE	Lockbox	125.00000
WLBX TRANSMISSION BASE	Lockbox	100.00000
WLBX STOP/POSITIVE FILE MTHLY BASE	Lockbox	175.00000
Setup		
WLBX SET UP	Lockbox	No Charge
WLBX PROGRAMMING	Hour	200.0000
Annual Fees		
WHOLESALE PO BOX RENTAL/ANNUAL - UNIQUE ZIP P.O. BOX (EMS AND ANIMAL SERVICES) - PLEASE NOTE FEE IS A PASS THRU AND SUBJECT TO CHANGE BY THE US POST OFFICE. ANNUAL CURRENT FEE IS \$225.00. IF A CALLER BOX IS NEEDED THE CURRENT ANNUAL FEE FOR A CALLER BOX IS \$1,310.00	Lockbox	Pass Thru - subject to change.

Service Description	Charge Basis	Price
Lockbox Processing Services		
WLBX STANDARD ITEM PROCESSED	Remittance	0.30000
WLBX REMIT PROCESSED CASH	Remittance	8.00000
WLBX REMIT PROCESS FOREIGN CHK	Remittance	10.00000
WLBX REMIT PROCESSED EXPR MAIL	Remittance	2.25000
WLBX REMIT PROC COURIER / WALK IN	Occurrence	30.00000
WLBX DOCUMENT SCANNED	Remittance	0.05000
WLBX CORRESPONDENCE / REJECTS	Envelope	0.20000
Check Clearing		
WLBX DAILY DEPOSIT CUT	Deposit	1.0000
WHOLESALE LOCKBOX - DEPOSITED CHECK	Check deposited	0.03
Processing Options		
WLBX ROUGH SORT 5 OR LESS	Remittance	0.00000
WLBX DOCUMENT REASSOCIATION	Remittance	0.25000
WLBX DOC NONSTD REASSOCIATION	Remittance	0.30000
WLBX RESTRICTIVE/SPECIAL PROCESSING	Transaction	0.24000
WLBX MULTIPLE PAYEE 10-39 (There is no charge for up to 9 payees)	Remittance	0.30000
WLBX VALUE ADDED KEYING	Keystroke	0.01600
WLBX MICR DATA CAPTURE PER LINE	Transaction	0.01000
WLBX CHECK PHOTOCOPY	Check	0.15000
WLBX ADDITIONAL CHECK PHOTOCOPY	Photocopy	0.15000
Imaging Options		
WLBX 90 DAY ARCHIVE BW	Image archived	0.01000
WLBX 90 DAY ARCHIVE COLOR	Image archived	0.01500
WLBX 1 YR ARCHIVE BW	Image	0.02000
WLBX 1 YR ARCHIVE COLOR	Image archived	0.02500
WLBX 2 YR ARCHIVE BW	Image archived	0.02500
WLBX 2 YR ARCHIVE COLOR	Image archived	0.03000
WLBX 7 YR ARCHIVE BW	Image	0.03000
WLBX 7 YR ARCHIVE COLOR	Image archived	0.03500
WHOLESALE LOCKBOX BULK IMAGE RETRIEVAL	Per Image	0.06000
IMAGE FILE IMPORT – LOCKBOX IMAGE	Per Image	0.02000
IMAGE FILE IMPORT – MAINTENANCE	Per Product Type	200.00000
Delivery of Daily Package		
WLBX PKG OVERNIGHT MAIL DELIVERY	\$ pass through	10.00000

Service Description	Charge Basis	Price
WLBX PKG US MAIL DELIVERY	\$ pass through	2.50000
WLBX PAPER RETURN or WLPBX PAPER RETURN HEALTHCARE	Item	0.1300
Virtual Lockbox		
VIRTUAL LOCKBOX MAINTENANCE	Per Month	50.00
VIRTUAL LOCKBOX PAYMENT PROCESSED	Per Payment	0.36000
VIRTUAL LOCKBOX SCANNER * (SEE ATTACHED VIRTUAL LOCKBOX PRICING SHEET FOR 2020 SCANNER PRICE LIST - SUBJECT TO CHANGE.)	At Cost	At Cost
Online Decisioning		
WHOLESALE LOCKBOX ONLINE DECISIONING – MONTHLY BASE	Per Month	No Charge
WHOLESALE LOCKBOX ONLINE DECISIONING – EXCEPTIONS POSTED	Per Exception	0.07000
WHOLESALE LOCKBOX ONLINE DECISIONING – ITEMS REJECT	Per Item	0.07000
Reporting Options		
WLBX CUSTOM / DUPLICATE REPORT	Report	20.00000
WLBX SECURE EMAIL MNTLY BASE	Lockbox	250.00000
LOCKBOX PORTAL SUBSCRIPTION	Per Item	No Charge
LOCKBOX PORTAL SUBSCRIPTION	Per Month	No Charge
Miscellaneous		
WLBX POST OFFICE RETURNED MAIL	Transaction	4.00000
Closed Box / Forwarding Fees		
WLBX CLOSED BOX FEE / MAIL FORWARD	Occurrence	300.00000
WLBX PKG US MAIL DELIVERY	\$ pass through	2.50000
WLBX CORRESPONDENCE / REJECTS	Envelope	0.65000

Lockbox Pricing – Wholetail

Service Description	Charge Basis	Price
Monthly Base Fee		
WTLBX MONTHLY BASE	Lockbox	175.00000
WTLBX TRANSMISSION MONTHLY BASE	Transmission	100.00000
WTLBX STOP / POSTIVE FILE	Lockbox	175.00000
Setup		
WTLBX SET UP FEE	Occurrence	No Charge
WTLBX PROGRAMMING CHARGES	Hour	200.00000

Service Description	Charge Basis	Price
Annual Fees		
WHOLETAIL PO BOX RENTAL/ANNUAL - CALLER BOX (UTILITIES) - PLEASE NOTE FEE IS A PASS THRU AND SUBJECT TO CHANGE BY THE US POST OFFICE. 2020 FEE IS \$1,310.00	Lockbox	Pass Thru - subject to change.
WT Lockbox Processing Services		
WTLBX TOTAL PAYMENTS PROCESSED	Coupon	0.20000
WTLBX MULTI PAYMENT	Coupon	0.20000
WTLBX PARTIAL PAYMENT	Coupon	0.04000
WTLBX STD ITEM PROCESSED NON SCAN	Check	0.25000
WTLBX REMIT PROCESSED CASH	Transaction	8.00000
WTLBX REMIT PROC FOREIGN CHECKS	Check	10.00000
WTLBX REMIT PROC COURIER/WALK-IN	Occurrence	30.00000
WTLBX REMIT PROCESSED EXPR MAIL	Transaction	2.25000
WTLBX CHECK PHOTOCOPY	Check	0.15000
WTLBX IMAGING - SCANNABLE	Image produced	0.02000
WTLBX CHECK COPY NON-SCAN TRANS	Check	0.15000
WTLBX IMAGING NON-SCANNABLE	Image	0.07000
WTLBX CORRESPONDENCE / REJECTS	Envelope	0.20000
WTLBX OCR SCANLINE REJECTS	Coupon	0.20000
Check Clearing		
WTLBX DAILY DEPOSIT CUT	Deposit	1.00000
WHOLESALE LOCKBOX - DEPOSITED CHECK	Check deposited	0.03000
Processing Options		
WTLBX ROUGH SORTS 5 OR LESS (SCAN or NON SCAN)	Remittance	0.15000
WTLBX FINE SORTS - 6 OR MORE (SCAN or NON SCAN)	Transaction	0.23000
WTLBX DOCUMENT REASSOCIATION	Transaction	0.25000
WTLBX NON-STANDARD REASSOCIATION	Transaction	0.30000
WTLBX MICR DATA CAPTURE (SCAN or NON SCAN)	Check	0.01000
WTLBX MULTIPLE PAYEE 10-39 (There is no charge for up to 9 payees)	Remittance	0.30000
WTLBX VALUE ADDED KEYING - NON SCAN	Keystroke	0.01600
WTLBX RESTRICTIVE / SPEC PROCESSING	Transaction	0.35000
WTLBX MARK SENSE/ADDRESS CHANGE	Coupon	0.06000
Imaging Options		
WTLBX 90 DAY B/W IMAGE	Image archived	0.01000
WTLBX IMAGE 90 DAY COLOR	Image archived	0.01500
WTLBX 1 YEAR B/W IMAGE ARCHIVE	Image archived	0.02000
WTLBX 2 YR B/W IMAGE ARCHIVE	Image archived	0.02500
WTLBX 7 YEAR B/W IMAGE ARCHIVE	Image archived	0.03000

Service Description	Charge Basis	Price
WLBX 7 YR COLOR IMAGE ARCHIVE	Image archived	0.03500
IMAGE FILE IMPORT – LOCKBOX IMAGE	Per Item	0.02000
IMAGE FILE IMPORT – MAINTENANCE	Per Product Type	200.00000
Delivery of Daily Package		
WTLBX FIRST CLASS POSTAGE PKG	\$ pass through	2.25000
WTLBX PKG OVERNIGHT MAIL DELIVERY	\$ pass through	5.00000
WTLBX PAPER RETURN - NON SCAN	Transaction	0.04000
WTLBX COUPONS RETURNED	Coupon	0.20000
Reporting Options		
WTLBX DUPLICATE OR CUSTOM REPORT	Report	15.00000
WTLBX SECURE EMAIL NOTIF MTHLY BASE	Lockbox	150.00000
Miscellaneous		
WTLBX POST OFFICE RETURNED MAIL	Envelope	3.75000
Virtual Lockbox		
VIRTUAL LOCKBOX MAINTENANCE	Per Month	50.00
VIRTUAL LOCKBOX PAYMENT PROCESSED	Per Payment	0.36000
VIRTUAL LOCKBOX SCANNER * (SEE ATTACHED VIRTUAL LOCKBOX PRICING SHEET FOR 2020 SCANNER PRICE LIST - SUBJECT TO CHANGE.)	At Cost	At Cost
Online Decisioning		
WHOLETAIL LOCKBOX ONLINE DECISIONING – MONTHLY BASE	Per Month	No Charge
WHOLETAIL LOCKBOX ONLINE DECISIONING – EXCEPTIONS POSTED	Per Exception	0.07000
WHOLETAIL LOCKBOX ONLINE DECISIONING – ITEMS REJECT	Per Item	0.07000
Closed Box / Forwarding Fees / Postage		
WTLBX CLOSED BOX FEE/MAIL FWD	Occurrence	300.00000
WTLBX FIRST CLASS POSTAGE PKG	\$ pass through	2.25000
WTLBX CORRESPONDENCE / REJECTS	Envelope	0.50000

Services utilized but not listed will be charged for and appear on the County's analysis statement. It is the County's responsibility to review the monthly analysis statement and let your Wells Fargo representatives know of discrepancies on a timely basis. We would welcome the opportunity to review the County's specs with the team together with our lockbox product partners at the County's convenience as there are areas where additional clarification is needed in order to determine whether the proposed solutions will meet all the requirements stipulated by the County.

- i. The proposed earnings credit rate (ECR) for both analyzed charges and excess balances is the Target Federal Funds Rate minus 30 basis points (0.30%). Provide a floor rate for the earnings credit rate (ECR). This rate should be the best rate available for large customers.**

Wells Fargo will provide a Floor Earnings Credit Rate (ECR) of 20 basis points and a Floor Interest Rate of 16 basis points for excess balances in the Government Advantage Interest Checking account type.

- j. Detailed pricing for all “alert preferences” within the communication center in Wells Fargo Commercial Electronic Office (CEO). Specify whether charges vary based on the delivery option (email, fax, and text message).**

The pricing for our all alert preferences was included in the additional pricing pages section of our response and is listed below for your convenience:

CEO event messaging service – fax	Item reported	\$2.0000
CEO event messaging service – text	Text	\$0.7500
CEO event messaging service – email	Email	No Charge

- k. Provide a pricing list for all items ordered through Superior Press billed on the monthly analysis schedule under the description “printing & supplies-vendor total (at cost)”.**

Should the County (Board or Clerk) choose to purchase supplies through our preferred vendor, Superior Press, the cost can be applied to your Account Analysis. Pricing information on the various supplies can be found at superiorpress.com

Please note: Pricing is subject to change by the vendor over the term of the contract. Up-to-date pricing may be located on their website. Wells Fargo provides the ability to analyze the charges as a pass-through of costs with no markup for this vendor. The County is free to use other vendors for supplies that meet specifications. However, any associated charges will need to be paid by the County directly to the vendor.

- l. General implementation plan and pricing, if any, for the fraud protection reports noted within the optional services section of the RFP.**

In our response we talked about fraud protection in general terms. The County is using the services recommended to protect the accounts from check fraud and ACH fraud. Please note this does not include Impostor related fraud. We welcome the opportunity at our upcoming Relationship Review meeting to review the County’s fraud reports and go over what we are seeing in the industry as well related to impostor fraud and other types of fraud.

i. Review of account activity and treasury management services in use.

We welcome the opportunity to review the County’s fraud reports and discuss any potential fraud risk during our upcoming relationship review, currently scheduled for April 9th.

ii. Identification of potential fraud risks.

We welcome the opportunity to review the County’s fraud reports and discuss any potential fraud risk during our upcoming relationship review, currently scheduled for April 9th.

m. The three-month retention analysis credit (excluding lockbox fees paid to a third party) and the scanners (\$6,000 limit) to use with our remote deposit.

Wells Fargo will waive the bank service charges (excluding lockbox fees paid to a third party vendor) for the first three months of the new contract period.

In addition, Wells Fargo will provide up to six scanners to be used with our remote deposit service (maximum credit of \$6,000) should the County desire to expand your use of this product to other areas of the County.

n. Define the number of days Wells Fargo has to respond to a deposit discrepancy. Pinellas County would prefer a turnaround time of 60 days.

We strive to make adjustments as timely as possible and it would be rare that any adjustment would be beyond 60 days unless we were relying on a third party for information.

o. General implementation plan and pricing for deposit location reporting service.

Account Reconciliation Plan / Deposit Location Reporting (DLR) (Days to implement: 30)	Internal External Shared Technical	Responsible
Prepare for product implementation and gather set-up information from customer	Shared	Customer / Treasury Management Client Onboarding Consultant
Send welcome package with documents customer needs for product implementation (e.g. file specifications)	Shared	Customer / Treasury Management Client Onboarding Consultant
Code accounts with ARP / Positive Pay Services (Positive Pay and/or Payee Validation) , if applicable	Internal	Treasury Management Client Onboarding Consultant
Determine reporting delivery method	Shared	Customer / Treasury Management Client Onboarding Consultant
Complete data entry keying	Internal	Treasury Management Client Onboarding Consultant
Verify set-up in appropriate systems	Internal	Treasury Management Client Onboarding Consultant

Account Reconciliation Plan / Deposit Location Reporting (DLR) (Days to implement: 30)	Internal External Shared Technical	Responsible
Send and review fulfillment package with customer to include documents needed for service usage (e.g. user guides)	Shared	Customer / Treasury Management Client Onboarding Consultant
Communicate and coordinate service activation with customer, internal partners and Client Services	Shared	Client Service Officer / Customer / Treasury Management Client Onboarding Consultant
Monitor product through a successful cycle of processing	Shared	Customer / Treasury Management Client Onboarding Consultant
SAFE Transmission (if the County wishes to receive a transmission for deposit location reporting)	Internal External Shared Technical	Responsible
Discuss transmission requirements with customer	Shared	Customer / Treasury Management Client Onboarding Consultant /Transmission Specialist
Provide transmission request set-up form (TRF) to Trans_Specialist for processing	Internal	Treasury Management Client Onboarding Consultant
Establish SAFE-T folders in CEO/create new transmission IDs	Internal	Treasury Management Client Onboarding Consultant
Provide and review transmission IDs and transmission credentials with customer and, if applicable, automation software	Shared	Customer / Treasury Management Client Onboarding Consultant
Install automation software into customer system	External	Customer
Build transmission IDs into customer system (exchange keys, if applicable for VPN, SFTP, FTP w/ PGP)	External	Customer
Set-up customer resources in CEO for testing/validate access to validation environment	External	Customer's Company Admin for CEO

Virtual Lockbox Pricing

Frequently Asked Questions

1. What are the major pricing components for Virtual Lockbox?

Virtual Lockbox is a service that is added on to an existing lockbox setup. In addition to standard lockbox charges that will continue to be incurred, Virtual Lockbox has two new charges:

EID	Description	STD Price	Definition
DDA75001	Virtual LBX Maintenance	\$50.00	Monthly fee charged to each lockbox that processes work submitted through Virtual Lockbox.
DDA75003	Virtual LBX Payment Processed	\$0.36	Per item (check) charge for the processing of transactions submitted through Virtual Lockbox.

There are no additional fees associated with the setup of the Virtual Lockbox service.

2. What scanners can I use, and how much do they cost?

There are three scanner models that have been certified for use with Virtual Lockbox. If the customer already has one of these scanners, they do not have to purchase a new one to use Virtual Lockbox. The table below lists scanners and their price (if purchased from Wells Fargo):

Model	Description	STD Price
Kodak s2050	200 and 300 dpi color/bi-tonal scanner with 3 year warranty Speed: up to 50 pages per minute Feeder capacity: up to 80 pages	\$922.00
Kodak s2070	Color/bi-tonal scanner with 3 year warranty Speed: up to 75 pages per minute Feeder capacity: up to 80 pages	\$1196.00
Fujitsu FI-7160	Color scanner with 4 year warranty Speed: up to 60 pages per minute Feeder capacity: up to 80 pages	\$1402.00

Together we'll go far



**Pinellas County Board of
County Commissioners**
Response to Request for Proposal for
Banking Services
RFP Number: 189-0463-P (LN)


Step Two

December 10, 2019

Submitted by:

Vicki Parker
Relationship Manager
727-953-1125
vicki.parker@wellsfargo.com

Lynn Nieves
Treasury Management Consultant
813-225-4338
lynn.nieves@wellsfargo.com

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		<h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1>
ISSUE DATE: October 15, 2019	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: BANKING SERVICES		RFP NUMBER: 189-0463-P(LN)
SUBMITTAL DUE: STEP ONE: October 31, 2019 @ 3:00 P.M. STEP TWO: December 10, 2019 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.		PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
STEP ONE DEADLINE FOR WRITTEN QUESTIONS: October 21, 2019 BY 3:00 P.M. STEP TWO DEADLINE FOR WRITTEN QUESTIONS: December 2, 2019 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: 727/464-3925		
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>		<p style="text-align: center;"><i>Merry Celeste</i></p> <hr/> <p style="text-align: center;">Merry Celeste, CPPB Division Director Purchasing and Risk Management</p>

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): Wells Fargo Bank, N.A. D/B/A

MAILING ADDRESS: 28059 US Highway 19N, Ste 205 **CITY / STATE / ZIP** Clearwater, FL 33761

COMPANY EMAIL ADDRESS: vicki.parker@wellsfargo.com

***REMIT TO NAME:** Wells Fargo Bank, N.A. **PHN:** (727) 953-1125 **FAX:** (727) 953-1759

(As Shown On Company Invoice) **FEIN#** 94-1347393 **CONTACT NAME:** Vicki Parker

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: Vicki Parker

EMAIL ADDRESS: vicki.parker@wellsfargo.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: *Vicki Parker*

PRINT NAME/TITLE: Vicki Parker, Sr. Vice President

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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Executive summary

On behalf of Wells Fargo Bank, N.A., please accept our thank you for the relationship we have shared with the Pinellas County Board of County Commissioners (County) for many years. We appreciate the opportunity to submit our proposal to continue our existing banking services while also potentially expanding our relationship with other services that may be of value to you. We treasure our partnership with the County and are excited about the opportunity to broaden the range of services we provide.

A partner who understands the County

As the County's current provider for most of the services included in this RFP, we are confident that we understand and are fully prepared to continue to meet and help exceed your expectations for this contract. We are fully aware of the vital importance of constant and prompt communication, accurate reporting, and customer service. We can attest that the facilities and personnel assigned to the County will continue to have the capacity and ability to handle the needs of the relationship. The County's current relationship team will continue to work with you. As in the past, the County will have the contact information of all Wells Fargo team members who can provide assistance with your day-to-day operations or in the case of an emergency after hours.

The following is a list of some of the services we currently provide to the County:

- Cash vault processing with a local cash vault operations site located in Pinellas County. Cash vault processing is owned and operated by Wells Fargo.
- Fraud prevention tools such as payee match teller positive pay with prompt updates to the teller line every 30 minutes; in addition, payment authorization to protect accounts that do not issue checks. In the case of electronic fraud prevention, the County uses ACH Fraud Filter options such as stops or review.
- Access to daily information along with monthly statements, images, and the ability to originate transactions such as stop payments and wires through our online banking portal as well as most modules through our mobile service, which can be accessed through a smart phone, or iPad (iTunes app). Additionally, the County's authorized users can receive proactive notification through our alerts service on a wide variety of activities including positive pay exceptions and incoming wires.
- Three lockboxes to serve the needs for EMS, Animal Services and Utilities. All these lockboxes are owned and operated by Bill2Pay, LLC, located in Pinellas County and are contracted on your behalf by Wells Fargo. We pay the fees on your behalf and allow the County to utilize your collected balances to offset hard dollar costs. This benefit is worth more than \$200,000 annually to the County.

Throughout this response, our goal is to exceed your customer service expectations. Additionally, as treasury service enhancements become available, we will continue to bring these to you on a timely basis. Should changes affect your processes, we will work to ensure adequate notice is provided to your team.

We have also included new services that may be of interest to the County. One in particular is our consolidated payables service, *Payment Manager*[®], which is described in detail in section 5. Optional Services, under letter k. This service would not only help automate much of the County's payment processes, but it also has the potential to bring in significant new revenue. We look forward to discussing this service with you at your convenience.

Why Wells Fargo?

Wells Fargo is a Qualified Public Depository Bank (QPD), a premier U.S. domiciled bank with some of the highest credit ratings of all U.S. banks (*Moody's: Aa2, S&P: A+ and Fitch: AA-*). As of October 2019 figures provided by the State of Florida Department of Collateral Management, Wells Fargo continues to be the largest holder of public funds deposits in the State at 21.55% of the public funds deposits.

With our top ratings, we are well positioned to develop new treasury technologies that will assure the County has access to the latest treasury services. The high credit ratings are also a good indication of Wells Fargo's ability to better manage through difficult economic times.

Wells Fargo maintains 594 banking branches within the State of Florida and 32 branches in Pinellas County; and we are well prepared to serve the needs of the County, your customers, and your employees.

We are proud to be recognized by Nacha (National Automated Clearinghouse Association) as the largest ACH originator for 2013-2018. Wells Fargo is known industry-wide as a leader in technology and innovation. In 2017, *Global Finance* recognized Wells Fargo as the Best Corporate/Institutional Digital Bank in North America. We lead the industry by investing heavily in our platform, so our customers have the best and most current functionality and security. In addition, we have tremendous expertise in using technology to help our customers automate their payables and receivables.

A dedicated government team

Our Government Banking teams have been a dedicated line of business within Wells Fargo for more than 25 years. Pulled from several areas of expertise and experience, our group of specialty government bankers understands and serves the unique needs of the municipal marketplace here in Florida and throughout Wells Fargo's national footprint. This internal "think tank" uses the latest technology to facilitate idea generation and communication of best practices across all of the government banking teams.

Vicki Parker, your assigned relationship manager, together with Lynn Nieves, your treasury management consultant, work with many large and sophisticated government customers in West Central Florida such as Hillsborough County Public Schools, Hillsborough Clerk and Board, Polk County, and the City of Clearwater. They also handle a variety of different sized cities, school boards, and counties in West Central Florida. In addition, Lynn works with large government entities in Central and North Florida, including various State of Florida departments and agencies. We believe this wealth of experience provides the opportunity to stay current on products and ideas that can be passed on to all customers in a constantly changing market place.

We are proud of the partnership we have built over the past many years with the County. As an example of our partnership, in 2018 we provided a fraud seminar to Pinellas County which was open to all constitutional officers and their staff and on November 19, 2019 we had one of our colleagues present to the Florida Court Clerks and Comptrollers about cyber fraud, an event attended by more than 250 individuals throughout Florida.

A relationship with Wells Fargo going forward into this new contract period would be a continuation of a relationship that we believe is working well. The County currently has numerous accounts open, structured, and connected within Wells Fargo that use the appropriate systems to meet your needs. We have included new products and services as requested in the RFP and based on our understanding of the County's needs. An implementation plan can easily be put in place to efficiently bring these new products into your current account structure.

In conclusion

As a long-term Wells Fargo customer, we are pleased to offer the County a three-month retention analysis credit (excluding lockbox fees paid to a third party) and up to six scanners (\$6,000 limit) to use with our remote deposit service. In addition, we are eliminating recoupment charges, which will enable you to earn more interest on the balances you keep with us. We believe that this, along with the continued pricing and our customer-driven approach to total quality performance defines the way we will continue to do business with the County. We are confident in our ability to meet and help exceed expectations and we are pleased to have the opportunity to provide our response to the County's RFP for Banking Services.

Proposal requirements

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a) **A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.**

Understood and acknowledged.

Wells Fargo's Government Banking teams work with approximately 4,000 customers across our footprint of 39 states and the District of Columbia.

We have more than 300 government team members including banking, sales, trading, analyst, and derivatives professionals. We understand the different needs and challenges facing our government customers. Our coast-to-coast government banking practice gives your relationship manager access to local and national industry intelligence and best practices. We use this information to help create customized solutions for your needs.

The members of your relationship team are all experienced financial services professionals within the Wells Fargo Government Banking division, and are focused on the specialized needs and requirements of our government customers. Together, your team has more than 75 years of experience servicing the Florida market.

Senior relationship manager, Vicki Parker, will continue to lead the relationship team that works with the County. Vicki will partner with Treasury Management Consultant, Lynn Nieves, and with designated Client Service Officer, Nicole Nieves, to bring a cohesive team to service the County's needs.

We are proud to be the chosen financial services provider for other counties within the State of Florida as well as a wide variety of government entities ranging from the State of Florida agencies and departments to tax collectors, school boards, and cities. We provide reference information in Appendix Tab B.

- b) **A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.**

We have closely reviewed the RFP and given our experience with the County, we fully comprehend the objectives of the desired banking relationship. We understand your account structure and the desire to have the most efficient and effective banking services while maintaining sufficient liquidity and protection of the County's funds. Wells Fargo will continue to be the County's consultative partner to discuss new projects, brainstorm ideas, and bring forth applicable solutions to enhance your current bank account structure.

- c) **A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.**

Please refer to the Scope of Work section of this response.

- d) **The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 5 of this RFP, Proposer shall specify time, materials, and unit prices as outlined on Exhibits A, B & C. Additional costs not previously approved or authorized in writing by the County will not be paid.**

Understood and acknowledged.

- e) **A separate summary of proposed web-based banking functionality.**

Please refer to section D, 1 for a summary of our online banking functionality.

- f) **Any exceptions to any section of this RFP or the Services Agreement, subject to the provisions of Sections A(1)(c) and (21). (Exhibit D)**

We include RFP exceptions in Appendix Tab F.

Scope of work

A. Contract management

The County shall name a contract manager and an administrator for Treasury, Remote Deposit, Lockbox, and Web services which shall be the contact for the Banking Relationship Manager.

Information to confirm or provide:

- a) **Proposer must have adequate resources and capability to meet or exceed all banking services required under this RFP. Confirm your bank has the necessary team, experience, understanding of accounts, and commitment to customer service to meet the requirements of this RFP and the County's needs.**

Wells Fargo acknowledges and confirms that we can continue to meet this requirement. We have provided banking services to Pinellas County for more than 25 years.

- b) **Describe your bank's experience in providing similar services to similar government entities.**

In addition to providing banking services to Pinellas County, we provide banking services to similar size entities throughout the State of Florida including Miami Dade County, Broward County, Palm Beach County, Orange County Board & Comptroller, Hillsborough County, Seminole County, Duval County Clerk, and Leon County.

- c) **Provide the County with the Banking Relationship Team and their relevant experience. This team should include a Relationship Manager, and specifically identify other functional team members for the project team. Please provide the names of the members of the account services team to be assigned to the County including any subcontractors, their roles and responsibilities and their relationship to the other members of the team. A resume of each member of the account team should be included and the overall relationship/project manager should be identified. The location and time of accessibility of the customer support team for cash management and web based technology should also be included.**

Wells Fargo emphasizes a team philosophy. Each team is comprised of a relationship manager, a treasury management consultant, a relationship associate, and a treasury management analyst, represented by Vicki Parker, Lynn Nieves, Lynn Sams, and Brandon Franklin, respectively. Combined, your relationship management team has more than 100 years of banking experience.

We recognize the size and complexity of banks today oftentimes makes them difficult to navigate. Your relationship manager Vicki Parker is your primary point of contact. Vicki is ultimately responsible for your satisfaction with your banking relationship at Wells Fargo.

Vicki and Lynn are available from 8:30 a.m. to 5:00 p.m. ET, Monday through Friday. In addition, your dedicated client service officer Nicole Nieves and her team are available from 7:00 a.m. to 9:00 p.m. ET, Monday through Friday.

Bios of your dedicated team members are provided below:

Relationship Manager	
<p>Vicki Parker Senior Vice President</p> <p>vicki.parker@wellsfargo.com 813-335-0806</p> <p>100 S. Ashley Dr. Suite 820 Tampa, FL 33602</p>	<p>Vicki will continue to offer the County consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. Vicki is your advocate at the bank.</p> <p>As a relationship manager within the Government Banking division for Florida, Vicki has worked with public sector customers for more than 15 years. She began working for Wells Fargo as a relationship manager in 2013.</p> <p>Vicki is chairperson of the finance committee for the Guardian ad Litem Foundation of Tampa Bay and active on the children's needs committee. She has been an active volunteer with Junior Achievement of Tampa Bay for more than 15 years. She is a member of Florida Government Finance Officers Association (FGFOA).</p> <p>Vicki earned her B.S. from the University of Florida. She completed the commercial banking program from the Graduate School of Banking of the South.</p>
Relationship Associate	
<p>Lynn Sams Assistant Vice President</p> <p>lynn.c.sams@wellsfargo.com 813-225-4429</p> <p>100 S. Ashley Dr. 8th Floor Tampa, FL 33602</p>	<p>Lynn will continue to serve as an extension of your relationship manager. She is responsible for ensuring a positive customer experience by assisting with customer service inquiries.</p> <p>Lynn has been with Wells Fargo for 18 years, with the last 13 years in the government sector. Before becoming a relationship associate, she provided customer service on a management level for retail banking. Lynn understands problem resolution and has a full understanding of government banking products. She also fully understands the rules and regulations involving government banking and will service accordingly.</p>

Treasury Management Consultant

Lynn Nieves, MBA, CTP
Senior Vice President

lynn.nieves@wellsfargo.com
813-225-4338 office
813-468-4921 mobile

100 S. Ashley Dr.
8th Floor
Tampa, FL 33602

Lynn will continue to provide her treasury management expertise to the County. She shares best practices and provides product and service information to guide you in developing your treasury management program.

Lynn has worked in banking since 1996. She began working for Wells Fargo as a treasury management consultant in 2008. She is an active member of the Florida Government Finance Officers Association (FGFOA). She is a Certified Treasury Professional (CTP).

Lynn received her B.S. and M.B.A. from the University of Central Florida.

Treasury Management Analyst

Brandon Franklin
Assistant Vice President

brandon.franklin1@wellsfargo.com
904-351-7482 office

1 Independent Dr.
8th Floor
Jacksonville, FL 32202

Brandon will continue to work in support of your treasury management consultant, Lynn Nieves. He can assist on treasury management questions when Lynn is unavailable.

Brandon began his career with Wells Fargo more than 18 years ago. He has supported all segments of treasury management over the last 13 years.

Brandon has a B.S. degree from Bob Jones University, Greenville, SC.

Client Service Officer

Nicole Nieves

nicole.nieves@wellsfargo.com
904-634-6367 office

3563 Phillips Hwy.
Jacksonville, FL 32207

Nicole will continue to provide day-to-day support for all of your treasury management services. She acts as a liaison between you and our operations groups to provide you with information and resolve issues in a timely manner.

Nicole has been a client service officer since 2014.

She received her B.A. from New York University.

- d) **Provide a proposed performance review program for services under this proposal. At a minimum the program should have at least, an annual meeting to review program performance including:**
- I. Bank shall present a report with average quarterly fees by type and bank account.**
 - II. Bank shall recommend changes in products and procedures to reduce overall fees on the accounts.**
 - III. Bank shall review best practices in the banking industry.**
 - IV. Bank shall review and recommend system security to optimize controls within all banking applications.**

Your dedicated relationship manager, Vicki Parker and treasury management consultant, Lynn Nieves, will continue to provide on-going support, feedback, and guidance for the County's banking relationship. Vicki and Lynn will meet with you to review your accounts annually and more frequently as the County desires.

A typical agenda established for these meetings are:

- Developing objectives that are jointly created and built around developing a clear understanding of your business processes
- Understanding your financial and operational objectives
- Discussing industry trends, technology, and other factors that may bring change to your existing environment

While these meeting most often explore treasury and cash management automation opportunities, we strive to help you optimally design a suite of competitively priced banking services that serve your constituents and complement both today and tomorrow's operating environment.

B) Collection and deposit services

Collection and deposit services include, but is not limited to, ACH and wire transfers in, cash vault deposits, branch deposits (coin, currency and paper checks), remote deposits, electronically deposited checks, lockbox and E-Box deposits. Other related services include deposit reconciliation service, deposit adjustments, return item reporting/chargeback, and image retrieval.

1) Availability of funds

Current State:

- a) **Deposits are made periodically during the business day (9:00 a.m. to 4:00 p.m. or later depending on the bank hours) to a designated cashier or location mutually agreed on by the County and the bank for same day ledger credit.**

Understood and acknowledged.

- b) **The County's accounts are credited for incoming wire transfers with same day credit regardless of time of receipt during the day. Wires received by 6:00 p.m. cutoff will be treated as collected funds for that day and considered part of the overnight investment program.**

Understood and acknowledged.

Additional information:

- a) **If proposer has adopted an earlier cutoff time than 4:00 p.m. for daily ledger credit, note the exception on Exhibit D.**

Understood and acknowledged.

- b) **All other deposits will be based on the awarded bank's "availability schedule". Awarded bank must notify the designated banking contract manager in writing of any changes to the schedule. The County reserves the right to periodically receive a detailed transaction analysis report in order to audit the awarded bank's compliance with the existing "availability schedule".**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to meet the County's requirements.

- b) **Provide a detailed description of the proposed service.**

The County can continue to use Wells Fargo's branch network and our cash vault located in St. Petersburg to make deposits easily and conveniently. Our cutoff times vary based on where you make your deposit: at a branch, from your online portal, or at your cash vault.

Branch deposit services

- **Deposit-taking ATM** — ATM deposits made before 9:00 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- **Night depository** — Night depository is a convenient way to make deposits 24 hours a day, 7 days a week. Once we process your deposit, you receive same-day credit for cash and check deposits made prior to the cutoff time.
- **Teller line** — You receive same-day ledger credit for both cash and check deposits made by branch closure, local time.

Cash vault service

At our St. Petersburg location, a deadline of 4:00 p.m. ET applies for cash only, check only, and mixed deposits (cash and checks).

Remote deposit

The cutoff time to ensure same-day ledger credit when making a remote deposit is 10:00 p.m. ET.

Incoming wire transfers

We accept incoming wires from the Federal Reserve until 6:00 p.m. ET and credit them the same day. We process incoming SWIFT transactions for same-day credit until 7:00 p.m. ET.

- c) **Provide a copy of the bank's current "Availability Schedule". Describe whether availability policies differ from the Federal Reserve Bank availability schedule.**

We have provided our availability schedules in Appendix Tab H.

2) ACH and wire transfers in

The County intends to negotiate an agreement for ACH credit processing and wire transfers in.

Current State:

- a) **All ACH credits received by the bank prior to 9:00 pm are considered "available for investment" by the County.**
Understood and acknowledged.
- b) **All wire transfers received by the bank by 6:00 pm are considered "available for investment" by the County.**
Understood and acknowledged.
- c) **If an ACH or wire transfer is not received by the bank, as specified above, the wire transfer or ACH is traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments are made by the bank for any lost interest, as soon as possible.**
Understood and acknowledged.
- d) **Reporting is available in a web-based banking system including transaction confirmation numbers.**
Understood and acknowledged.

Additional information:

- a) **Customers can pay utility bills by E-Check using the Bill2Pay portal. Bill2Pay, LLC sends payments daily to the bank and corresponding customer payment file to the County.**
Understood and acknowledged. Bill2Pay will continue to provide the services as they currently do for the County.
- b) **The County carefully monitors the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the Bank is at fault may constitute breach of contract and provide sufficient cause for termination of the banking service contract.**
Understood and acknowledged.
- c) **Information below relates to the lockbox services provided under a separate agreement and is not an additional service required by the bank. Information on this agreement is provided within section 5) Lockbox Services.**
 - i. **E-Box is for customers paying online through their own bank. Upon receipt of the funds and customer payment information, the County's bank must deposit the funds on the County's behalf and provide a file which interfaces with Utilities current hosted Customer Information System (CIS) daily to provide key customer payment information.**
 - ii. **For all utility payment returns (check, and ACH), the bank will provide a corresponding file daily which interfaces with CIS, providing key customer payment information.**

- iii. **The File Transfer Protocol (FTP) is a standard network protocol used for the transfer of computer files between a client and server on a computer network.**
- iv. **For Utility services, CIS auto-generates a file that is presented to the bank's secured FTP site for direct debit to the utility customer's account on the day an invoice payment is due the County. This file generates daily at 12:15 am.**

Understood and acknowledged. Wells Fargo will continue to provide the County with our E-Box® service. We include pricing in our pricing proposal.

Our E-Box service, repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file.

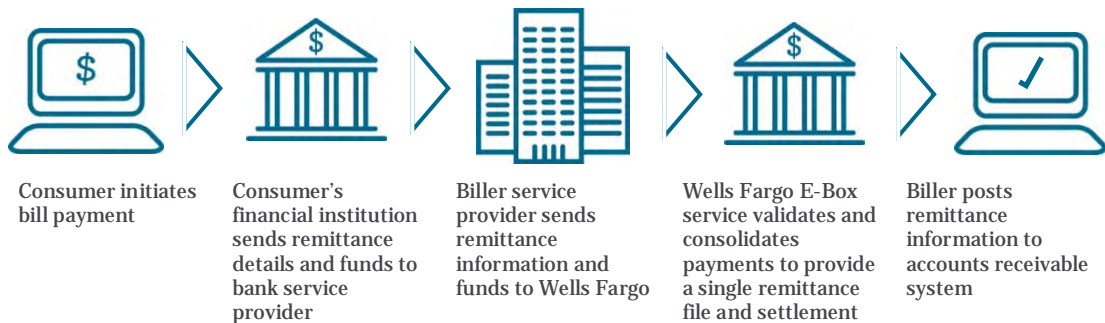
You use the file to **automatically** update your accounts receivable system and apply credits to your customers' accounts.

With our service, you can increase your straight-through processing rate of receivables and **minimize your staff's time spent handling exceptions.**

Our electronic lockbox service accepts payments from all major bill service providers, consumer credit counseling centers, and walk-in bill payment providers.

How it works

When you sign up, we'll notify the bill service providers in our network that you can receive payments through our electronic lockbox service. The following graphic shows the flow of a bill payment through the various channels using our electronic lockbox service.



Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.**

All legal documents are provided in Appendix, Tab O.

c) Confirm the bank’s ability to utilize a File Transfer Protocol (FTP) site for placement of daily files to be picked up.

You can send transmissions through our online banking portal, where you access your online applications. Using the bank’s administration tool, the County can easily manage user access, renew digital certificates, reset automated user passwords, and request Pretty Good Privacy (PGP) encryption keys.

We support these standard secure transmission protocols, and each uses multifactor authentication and encryption:

- FTP over TLS (FTP/s)*†
- Hypertext transfer over TLS (HTTPS)*†
- Applicability Statement 2 (AS2) *
- SSH File Transfer (SFTP) †

To provide efficiency when moving data securely across the internet, you have two options:

- Schedule transfer sessions to connect automatically to send and receive files – this is called automated user access
- Automatically receive outbound files from the bank as they become available – this is called outbound push

Optional value-added services include, but are not limited to, virus scanning, email alerts warning that the bank cannot deliver a file because it fails a service check, and file encryption.

*Security includes use of digital certificates.

†Bank-provided client software is available.

d) Confirm the bank’s ability to receive and report ACH payment messages in PPD, CCD, CCD+, TXP and CTX formats.

Receive/originate ACH transactions

You can choose the types of ACH transactions you want to initiate from the following payment types:

Payment type options	
<ul style="list-style-type: none"> • Cash concentration and disbursements (CCD) • Child support payments (CCD+) • Consumer debits and credits (PPD) • Corporate trade exchange (CTX) • Federal and state tax payments (ACH Tax) • International ACH transactions (IAT) 	<ul style="list-style-type: none"> • International low-value payments (ILV) • Payroll (PPD) • Re-presented check entries (RCK) • Single Euro Payments Area (SEPA) payments • Vendor payments (CCD) • WEB- and TEL-initiated consumer debits

Reporting

You can receive ACH addenda records and Electronic Data Interchange (EDI) entry data through our online reporting service, by consolidated receivables transmission, and through our *Perfect Receivables*® service.

Online information reporting

We offer two same-day reports that include ACH and EDI addenda information.

ACH Receive

With the ACH Receive report, you can view information about all received ACH transactions that will post at the end of the current business day. The report provides the first line of addenda text for domestic U.S. ACH transactions and the first line of remittance information for IAT formatted international ACH transactions.

The report is available in HTML, PDF, BAI v2, CSV, or Excel formats. The following image includes a sample of the ACH Receive report.

Currency:	USD		
Bank:	XXXXXX0248		
Account:	XXXXXX3769(OR)		
Credit Amount	Transaction Detail		
213,985.59	Entry Class/Description: Sending Company ID: Recipient ID: Trace Number: Bank Reference: Addenda Info:	CTX/VENDOR.PMT XXXXXX6004 XXXXXX3009 XXXXXX9015 XXXXXX9015 ISA*00* *00* *ZZ*XXXX4589 *ZZ*DAO CLEVELAND *XX1126*XXXXXXXXXX9015	Discretionary Data: Sending Co Name: Recipient Name: N/A BETA COMPANY BETA COMPANY
90,420.21	Entry Class/Description: Sending Company ID: Recipient ID: Trace Number: Bank Reference: Addenda Info:	CTX/Commercial XXXXXX2057 XXXXXX7214 XXXXXX6793 XXXXXX6793 ISA*00* *00* *32*XXXXX2057 *32*XXXXX8189 *XX1124*XXXXXXXXXX6793	Discretionary Data: Sending Co Name: Recipient Name: 2M ALPHA COMPANY BETA COMPANY
82,610.71	Entry Class/Description: Sending Company ID: Recipient ID: Trace Number: Bank Reference: Addenda Info:	CTX/Commercial XXXXXX2057 XXXXXX7213 XXXXXX6786 XXXXXX6786 ISA*00* *00* *32*XXXXX2057 *32*XXXXX8189 *XX1124*XXXXXXXXXX6786	Discretionary Data: Sending Co Name: Recipient Name: 2M ALPHA COMPANY BETA COMPANY

EDI Payment Detail

With the EDI Payment Detail report, you can access ACH and EDI payment data for received payments. This report includes full addenda detail for ACH payments and EDI X12.820 and 835 transaction sets.

The report is available in in HTML, PDF, BAI v2, CSV, or Excel formats. The following image includes a sample of the EDI Payment Detail report.

Payment Amount: 213,985.59		
Originator	Receiver	Credit
Entry Class: Originator Company Name: Originator Company ID: Discretionary Data:	CTX BETA XXXXXX6004 BETA	Transaction Type: Entry Description: Receiver Name: Receiver ID:
		VENDOR PMT BETA LLC. XXXX7010D3009
Payment Detail		
Addenda Items: Trace: ANYTOWNment Date: Effective Date:	11 XXXXXXXXXXXX9015 11/30/20XX 11/30/20XX	
Addenda Detail		
Remittance (BPR)		
Transaction Type: Payment Amount: Credit/Debit: Method: Format: Originator ID Type: Originator ID: Originator Account Type: Originator Account Number: Originator Company ID: Receiver ID Type: Receiver ID: Receiver Account Type: Receiver Account Number: Effective Date: Business Function:	PAYMENT ACCOMP REMIT 213,985.59 C ACH CTX ABA T/R XXXXXX6004 MUTUALLY DEFINED 8522 XXXXXX6004 ABA T/R XXXXXX5432 DEMAND DEPOSIT XXXXXX5769 20XX1130 VENDOR PAYMENT	

Consolidated receivables

With our consolidated receivables service you can receive detailed remittance information, including ACH addenda details received with transactions, by transmission. Remittance information varies according to the Securities and Exchange Commission (SEC) code used. We can combine ACH payment and remittance information with other payment types and translated into standard and customer file formats.

You can also receive email reports that include full remittance information on ACH- and EDI-formatted payments. We can deliver reports in PDF, text, Excel, and CSV formats.

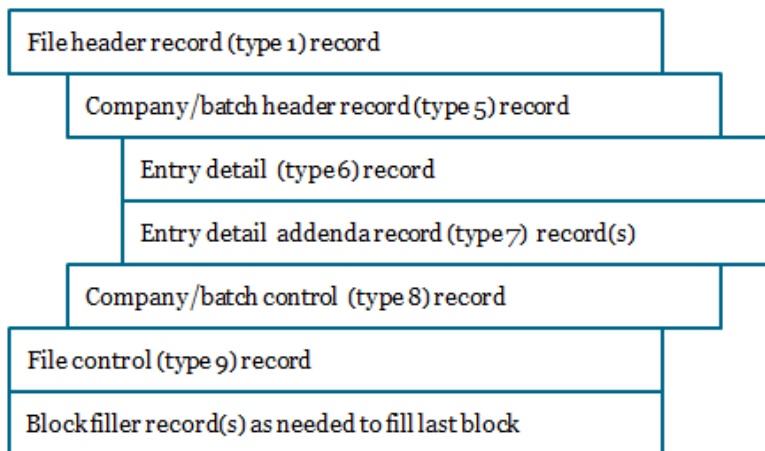
Perfect Receivables

As the County is aware, with our *Perfect Receivables* service, you can assign a unique account number for each payment originator or sender. This enables accurate payment transaction identification 100% of the time. With the Wells Fargo Payment Identification Code (WPIC) the first four digits of the WPIC identify your account and the last 13 digits are unique to the remitter.

We capture each day's payments, provide them to you in a Nacha-formatted file, and consolidate them into a single settlement to your Wells Fargo account.

Your file includes the WPIC code, dollar amount, and all associated transaction details, including addenda information for each payment. We'll organize the information into records.

Each file you receive from us includes the detail shown in the following image.



You can also receive a *Perfect Receivables* detail report by secure email or fax, or a summary report by email.

3) Cash vault

Current State:

- a) **The majority of deposits are made through MidFlorida Armored & ATM Services, an armored car service that has been contracted by Pinellas County. The deposits are comprised of coin, currency and checks. The armored car service delivers to the Wells Fargo Money Center in St. Petersburg as required under the current contract, all costs related to the armored car service are paid directly by the County and are not part of this Request for Proposal.**

Understood and acknowledged.

- b) **County personnel deliver other deposits to the bank branches nearest the various County offices.**

Understood and acknowledged.

Additional information:

- a) **Any requirements for armored car delivery resulting in additional costs to the County will be priced as exceptions to this proposal. Please enter that information on Exhibits A, B, C and D.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to meet the County's requirements for cash vault as described above.

- b) **It is preferred the bank provide a cash vault location within Pinellas County, for large deposits that expedites timely processing of the majority of the County's deposits. If your Cash Vault is NOT located in Pinellas County, please enter that information on Exhibit D stating the physical address of the cash vault.**

The County can continue to use our cash vault located in St. Petersburg.

- c) **Provide a map with physical addresses of all locations within Pinellas County, indicate which locations are full-service branches, including the physical address of the cash vault.**

We provide a map and list of branch locations in Appendix Tab I.

For security purposes, we do not provide the physical address of our cash vault locations. The County can continue to use our cash vault located in St. Petersburg.

- d) **Provide any special requirements for deliveries made by our armored car service provider.**

Wells Fargo has no special requirements for deliveries made by the County's armored car service provider. We can continue to receive deliveries as we do currently.

4) Deposit reconciliation service

Current State:

- a) The County uses 2-part deposit tickets (original to bank, copy kept with the County). The deposit slips are personalized to readily identify the location/department making the deposit. The first four (4) positions represent the department location and the last six (6) positions are for sequence control. Deposits are placed in disposable deposit bags, for delivery to the bank.

WELLS FARGO BANK, N.A.
 DATE: 02-12-2014
 PINELLAS CO. BRD. OF CO. COMM
 PINELLAS CO. CCC
 OPERATING ACCOUNT
 TOTAL DEPOSIT: \$ 232.33
 Location: GN4DBK 1589761
 Sequence reference: 0109000421

Understood and acknowledged.

- b) Deposit detail is downloaded by County staff daily from the bank's website to facilitate reconciling to the County's financial system. This download is comprised of the following detail:

Acct Name	As-Of Date	Credit Amt	Tran Desc	Customer Ref No
CLERKS OPERATING	2014/02/12	232.33	COMMERCIAL DEPOSIT	00109000421
CLERKS OPERATING	2014/02/12	50.00	COMMERCIAL DEPOSIT	00109000422
CLERKS OPERATING	2014/02/12	40.00	COMMERCIAL DEPOSIT	00109000423
CLERKS OPERATING	2014/02/12	40.00	COMMERCIAL DEPOSIT	00109000424
CLERKS OPERATING	2014/02/12	76.98123	COMMERCIAL DEPOSIT	00109000425
CLERKS OPERATING	2014/02/12	29.47963	COMMERCIAL DEPOSIT	00109000426

Understood and acknowledged. The County will continue to have access to the information as described above and be able to download from our online banking portal.

Additional information:

- a) The Bank must provide an electronic file (not an export from a report) with the information noted above, at a minimum, to upload to a cash management system (such as Oracle) for automated reconciliations.

Understood and acknowledged. Wells Fargo has the ability to continue to provide the County with access to account information in a BAI version 2 format that can be downloaded by the County directly from our online banking portal. If preferred, we can set up a direct transmission of the BAI files that can be uploaded to the County's Oracle system.

- b) **NSF's returned to the County must list the reason for the return. Deposit corrections must provide deposit total, deposit date, name, check number and specific item being adjusted. A copy of the particular deposit slip must accompany all deposit errors, front and back of checks, and other supporting documentation. Upon notification by the County, the expectation is that all bank errors must be corrected within 3 business days. More detail on bank adjustments is preferred.**

Understood and acknowledged.

- c) **All returned checks due to insufficient funds will be automatically re-deposited by the bank a second time. Please include your charge (if any) for this item in Exhibits A, B, and C. Checks returned a second time would be charged to the appropriate County account(s).**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to meet the County's requirements as described above.

- b) **Describe your policies and, where applicable, the pricing on strapped/rolled funds, deposit bags, personalized deposit slips, and handling discrepancies. Bank needs to confirm the ability and any cost to personalize deposit slips. Please enter price information on Exhibits A, B, and C.**

You can purchase deposit bags and other supplies such as deposit tickets, cash straps, and coin wraps through our supply order desk.

Fees for supplies vary. We will provide you with our fee schedule after we confirm your specific deposit requirements and type of bag you'd like to use. When ordered, we'll apply the charges to your account analysis statement.

Post verification and night depository deposit bags must be secure plastic, tamper-evident, and dual-pouch.

Deposit bags processed in our cash vault must be secure plastic, clear, and tamper-evident. We do not require dual-pouch bags for processing at our cash vault.

While we do not require prior approval, we have included our deposit bag specifications in Appendix Tab J. Branches reference this guidance to know which bags are acceptable.

Deposit preparation requirements vary based on the deposit method.

Deposits using post verify service

If you use our post verify service — so that we verify your cash deposit after you leave the branch — we require the County to make your deposit in a secure, plastic, tamper-evident, dual-pouch bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you will retain as a record.

Insert cash in the tamper-evident portion of the bag (top section). Place checks and the deposit ticket in the resealable portion of the bag (bottom section).

Detailed deposit preparation requirements and procedures are included in Appendix Tab K.

Night depository

The procedures for night deposits are the same as those for post verification. The County will make deposits in a secure, plastic, tamper-evident, dual-pouch bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you will retain as a record.

Insert cash in the tamper-evident portion of the bag (top section). Place checks and the deposit ticket in the resealable portion of the bag (bottom section).

Detailed deposit preparation requirements and procedures are included in Appendix Tab K.

Deposits to a cash vault

Deposits made to a cash vault require a secure, plastic, tamper-evident deposit bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you will retain as a record.

If you are submitting split deposits, you will insert cash in the top section of the bag. You place checks and the deposit ticket in the bottom section. If you are submitting mixed deposits, you will insert cash, checks, and the deposit ticket in the deposit bag.

Detailed deposit preparation requirements and procedures are included in Appendix Tab K.

Deposits to ATM

Using your business ATM deposit card, the County can deposit cash and checks at any of our Wells Fargo deposit-taking ATMs. The deposit preparation steps are two-fold.

- Make deposits in batches of up to 30 items (cash and bills together).
- Deposit cash or checks directly into the ATM. You do not need to use an envelope or deposit ticket.

Remote cash capture

If the County implements our remote cash capture service, you will receive detailed deposit preparation requirements and procedures during implementation. The requirements and procedures vary based on the safe model that the County selects.

Discrepancies and adjustments

We do not identify and adjust all discrepancies.

We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we do not disclose these thresholds to customers.

If your account is a commercial deposit account or an analyzed business deposit account, then you may arrange for us to adjust all discrepancies identified during any verification without regard to our standard adjustment amount. Please contact your relationship manager or local banker to make this request.

When we adjust a deposit amount, we make a separate debit or credit entry to your account. We also provide an adjustment notice and relevant backup documents.

If you use our subaccounting service, then your adjustment notice will include your location number and location name (if applicable).

- c) **Provide examples on the level of detail available to facilitate correcting/adjusting the County's records. Describe the number of days the bank has to notify the County of a deposit discrepancy or returned item relative to the original deposit date.**

You will receive a receipt for the amount listed on the deposit ticket and provisional credit at the time the deposit is handed to the teller. We provide deposit adjustment notices to let you know about discrepancies.

We typically verify deposits same day, although some deposits may be verified next day.

Branch and night depository

You receive an adjustment notice by U.S. mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

Cash vault

You receive an adjustment notice by U.S. mail or email. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

- d) **What method will be used to notify the County of a discrepancy or returned item?**

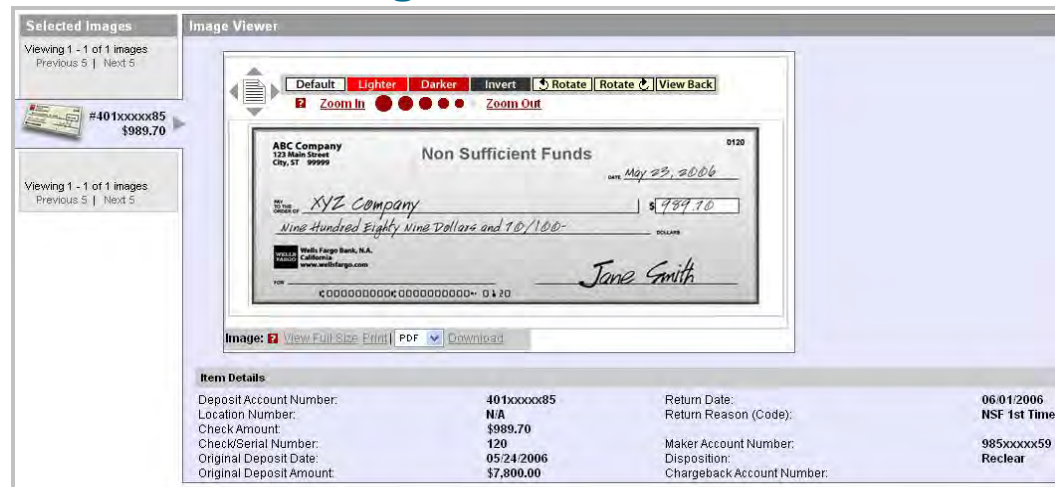
We provide deposit adjustment notices to let you know about discrepancies. Our procedures vary based on where we process your deposits. You can also review adjustments on your bank statements, online reports*, and file transmissions.

Images of returned items are available online the next business day after being returned and are available for up to 180 days. If you enroll in our online decisioning service, you can view images of returned items the same day we receive them.

Your system administrator can assign user authorizations to restrict access by account number. Restricting access by location requires that each location has a separate account or subaccount (if you use our subaccounting service).

Authorized users can receive an email notification when we process returned items or when items are available for decisioning. The email prompts the user to sign on to the system and then view or decision returned items.

Returned items image viewer



Branch and night depository

You receive an adjustment notice by U.S. mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

Cash vault

You receive an adjustment notice by U.S. mail or email. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

Returned item reporting

You can access returned item reports online or you can receive transmissions.

Online

With our online reporting, you can access same day and previous day reports with detailed information about your returned items. The same day report is also available through your mobile device.

You receive an email notification when we process returned items.

Transmission

You receive a transmission file — including keyed data — for both returned paper checks and converted ACH transactions.

You receive a transmission of returned check images, associated index information, and detailed information about your returned items.

You can choose to receive your files in either of the following formats:

- In a ZIP file containing images and an XML data file. To view the images, you will use your own internal archive and browser.
- In a PDF file containing both transaction data and images. To view the images, you will require Adobe Acrobat Reader software.

e) **Describe the number of days the County has to notify the bank of a deposit discrepancy or returned item, or any other discrepancy.**

If you identify an error, you have up to 60 days from the receipt of your analysis statement to notify us and it will reflect on your next account analysis statement.

We list adjustments on your analysis statement in a balance adjustments section. The balance shown includes any adjustments for that cycle.

5) Lockbox service

Current State:

- a) **Intuition Systems, Inc. (ISI) d/b/a/ Bill2Pay is the lockbox provider under subcontract with our current banking vendor. At this time, the County intends to remain with this lockbox provider.**

Understood and acknowledged.

- b) **The following departments under the Board utilize lockbox services:**
- 1) **Animal Services- Animal Services lockbox activity is deposited in Pool A-1.**
 - 2) **Utilities - Utilities activity is deposited into Pool G.**
 - 3) **Emergency Medical Services (EMS). EMS is deposited into the EMS Lockbox Account. The funds deposited into the EMS Lockbox account are manually transferred to Pool A-1 approximately twice per month.**

Payments are mailed to several post office boxes in the Tampa Airport facility, which are rented and paid for in the names of the various County agencies.

The costs related to the post office box rentals are paid directly by the County and are not a part of this Request for Proposal. See Exhibit H for current lockbox processes included in the current agreement.

Understood and acknowledged. Bill2Pay/ISI will continue to provide the services as they currently do for the County.

- c) **All lockbox charges are netted against a set Earnings Credit Rate (ECR). Account balances are maintained to generate sufficient credits to offset these charges.**

Understood and acknowledged.

- d) **The bank receives an Image Cash Letter file directly from the County's lockbox provider.**

Understood and acknowledged. Wells Fargo will continue to process the various image cash letters received from the County's lockbox provider.

Additional information:

- a) **The County reserves the option to add or remove additional departments as needed during the contract term.**

Understood and acknowledged.

- b) **As stated above, it is a requirement that the awarded bank enter into an agreement with our current vendor, ISI. The County would, however, like to continue to improve its lockbox transaction efficiency and effectiveness via technology improvements and electronic data information exchange. If the bank feels that there are other vendors and/or technology enhancements the County should consider that are more efficient and cost effective than the current lockbox arrangement, please provide information regarding the proposed lockbox service, technology, and a recommendation for the alternative arrangement and all associated costs in your response for Section E, Optional Services. This information will assist the County if there is a decision to automate or improve business processes via a change in lockbox vendors for one or more departments in the future. Please find additional information regarding the lockbox processes in Exhibit H.**

Understood and acknowledged. Bill2Pay/ISI will continue to provide the services as they currently do for the County.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo can continue to honor the current arrangement with the County and your current lockbox vendor, Bill2Pay/ISI.

- b) **The County will require:**

- i. **the successful bank to negotiate a subcontract with Intuition Systems, Inc.,**
- ii. **the lockbox provider invoice/bill the bank for the monthly services, and**
- iii. **the bank to pay directly for these services (based on copies of the lockbox provider's invoices/bills submitted to the bank). These same invoices will be presented to the County by the bank with each monthly banking services billing.**

Wells Fargo can continue to honor the current arrangement where we receive and process an image cash letter from your current lockbox vendor, Bill2Pay/ISI.

6) Credit card / electronic processing service

Current State:

- a) **The Board currently utilizes several vendors for electronic credit card processing services under separate agreements which are not part of this Request for Proposal. Cards accepted include Visa, MasterCard, Discover, American Express and bank debit cards, as well as eChecks. These cards are accepted both over the counter and through the credit card system via a secure payment website link hosted by the vendor.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Confirm the bank's ability to work with these companies to ensure card transactions are posted timely and credited daily to the County's bank account.**

We will continue to process card transactions received as ACH payments and post to the designated County accounts.

7) Remote deposit capture

Current State:

- a) **The County utilizes remote deposit services for Board Pool A-1 General Account, Clerk's Operating and General Account to electronically deposit checks from one location, processing on average 4,000 checks annually, volumes which may be expanded during this contract. The County currently uses Digital Check Teller Scan Model TS240-100 check scanner and Wells Fargo's "Desktop Deposit" service to capture check images and data to securely transmit a file to the bank.**

Understood and acknowledged.

- b) **Desktop deposit provides extended deposit deadlines for same-day ledger credit of 10:00 pm EST.**

Understood and acknowledged.

Information to confirm or provide:

- i. **Please confirm the proposer’s ability to meet the County’s requirements (above).**

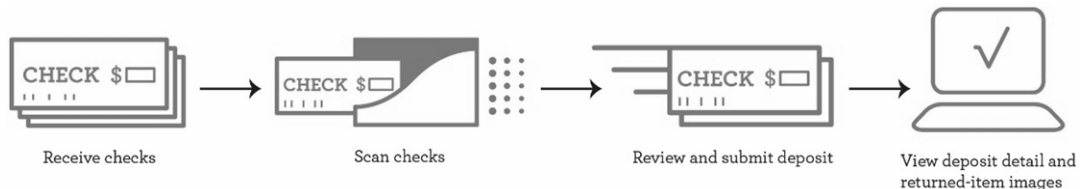
Wells Fargo acknowledges that we can continue to provide the County with remote deposit capture services as described above.

- ii. **Provide a detailed description of bank’s remote deposit capture functionality that includes security, technical capabilities, and limitations (if any). Provide specific hardware and software specifications including quality standards, security features, cost, and indicate whether the hardware can be purchased from a third party.**

Using our remote deposit service, you scan checks for deposit by using an approved check scanner and a computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to us; you will receive a prompt confirmation.

If you are enrolled in our Alerts service, we will send authorized users a deposit confirmation notice by email or text message.

The following diagram shows the remote deposit process flow.



Features

Image access

As you scan checks, we capture their images and store them on our servers. Check images are promptly available online through our remote deposit service for 90 days; these same images are also available online through our online Transaction Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks you receive; this lets you search for checks using your own criteria and makes it easy to upload data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Reporting

You can generate the following reports through our remote deposit service.

Report name	Description
Deposit Report	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*

Report name	Description
Deposit Report with Item Details	This report contains general deposit information and item details for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Express Report with All Item Images	This report displays a “quick” version of the Deposit Report with Item Details. It is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.
Deposit detail transmission	We offer a deposit detail transmission that can include discretionary data that the County manually entered in addition to check detail. This allows you to receive an electronic file for posting your receivables.

*CSV, Excel, and HTML formats contain keyed discretionary data.

User access

The County’s designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user’s access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This simplifies balancing when you have checks for multiple entities in the same deposit.

Mobile deposit

You can capture check images and deposit funds* to your account with the camera of a mobile device.† Mobile users, such as on-the-road personnel, can accept customer checks and deposit them immediately.

*One check per deposit.

†Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are promptly available to you when you access the system.

Quality control

Before submitting a deposit, you will have a chance to review the scanned items, and make corrections (such as rescan images, enter missing data, and verify item amounts) to balance the deposit. Then, you will submit the deposit to us. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

While image quality exceptions are rare (accounting for approximately 1% or less of all items we process), we do have a process for handling them. If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

Our *Desktop Deposit*[®] service is accessible through our online banking portal. The service does not require software other than a driver for the scanner.

The minimum system requirements, which are optimal, follow.

System requirements*	
Supported operating systems	Windows 7 Professional and 10 Enterprise (with Internet Explorer 11) macOS Sierra macOS High Sierra
Supported browsers	Internet Explorer 11 Safari 10.x (only on macOS)†
Ports	USB port 2.0 or higher

* System requirements are subject to change and may vary for our other online applications. For the most current requirements, and for specifics on our other online services, go to wellsfargo.com/ceosystemrequirements.

† *Desktop Deposit* service is not compatible with Safari 12 at this time.

Describe or confirm the following items:

i. All deposits are processed for same day availability in the County's applicable account.

Confirmed. If you present an on-us check image for deposit by our cutoff time of 10:00 p.m. ET, you will receive same-day availability.

ii. The check and money order data and images (both front and back) are captured electronically.

Confirmed. As the County is aware, our service automatically captures the front and back image of the checks you scan.

iii. The deposits are automatically balanced, or the process for balancing deposits prior to transmitting to bank.

Confirmed. Prior to scanning checks, the County can continue to enter a deposit total, known as a control total that is compared to the running total calculated by the system.

iv. The service provides separate daily electronic confirmation of deposit totals.

Confirmed. After you submit your deposit, you will see an immediate deposit confirmation on the screen that shows a confirmation number. You can print or download the page for your records.

Additionally, if you choose to enroll in our notification or alerts service, you can receive a deposit confirmation by email and text.

v. The service provides a unique numerical identifier, such as a batch number, for each deposit as determined by County.

Confirmed. The County can select the batch option and enter a name and total for each batch.

vi. Functionality is available to download and save locally check images and related bank deposit reports.

Confirmed.

Check images

You can receive an image transmission containing checks and associated index information through our Image File Import service. We upload the image files to a secure site where they are available for you to download by 12:00 p.m. ET, one business day after posting.

With our image transmission option, you can choose the file format that best meets your business needs:

Archive-ready files

You can import these files into your internal or a third-party image archive. The files consist of an XML-formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

PDF files

These files are available for our customers that do not have an internal image archive but have a need to save, print, search, and store images in an electronic format.

Deposit reports

You can integrate the Deposit Report with check details with your accounts receivable system. This report contains general information, details, and keyed discretionary data for each deposit made within the past 90 days. You can download the report in CSV and Excel format to upload to your system.

If you are interested in receiving an electronic file for posting to your receivables system, you can receive a deposit detail transmission that includes any data you manually key as well as the check MICR detail.

vii. The service is available at least from 8 am to 5 pm on a daily basis during regular banking days to process remote deposit transmissions from the County.

Confirmed.

viii. Hard copy notifications of all returned items with electronic notifications is available through the bank's online system. Identify cost for hard copy if applicable in Exhibits A, B, and C.

Confirmed.

ix. Describe security features and appropriate internal controls such as user IDs and passwords included with the service.

Confirmed. User IDs for our remote deposit service must be six to eight characters in length and consist of letters and numbers. User IDs cannot be case sensitive, or include spaces or special characters.

For new customers, we assign a user ID and a password to each user for initial sign-on. Once you have established a company administrator, he or she can create new user IDs. Your administrator can consult with the user to configure an ID name.

The County's company administrator establishes user profiles, grants user permissions, and sets individual check limits for your remote deposit users.

We describe the roles that a company administrator can assign in the following table.

Role	Description
Scan only	Users can create deposits by scanning and initially reviewing checks. They can also edit deposit details and add checks to a deposit. These users cannot balance or submit a deposit and cannot rekey MICR information.
Balance only	Users can review checks, balance and submit deposits, rekey MICR information (if authorized for the users and account), and edit deposit details. These users cannot create a deposit or scan checks.
Scan and balance	Users can perform all functions within the remote deposit service, including creating a deposit, scanning and reviewing checks, rekeying MICR information (if authorized for the user and account), and balancing and submitting a deposit.
Approver	Users can create reports and review, approve, and reject deposits within the remote deposit service. These users cannot create a deposit, scan checks, rekey MICR information, or balance a deposit on the accounts where they are the approver. On accounts where they are not the approver, their assigned role applies (Scan Only, Balance Only, and Scan and Balance).

Since your company administrator assigns roles by account for each user, he or she can assign a user scan-only access for one account and balance-only access for another account. You can also separate duties so that one person scans and another person submits a deposit.

x. The retention policy for checks converted to ACH or processed via remote deposit capture.

Confirmed. We retain images for seven years after posting.

iii. Identify the following:

i. Limitations on the number of accounts to which the County can apply deposits from each site, number of check processed, number of deposits same day.

The County can establish an unlimited number of depository accounts for each deposit site.

You can include up to 1,000 checks in a single deposit. You will need to create multiple deposits if you have more than 1,000 checks to deposit.

The County can make an unlimited number of deposits each day.

ii. Ability for addition, deletion, rescanning of checks during both the correction and balancing process.

During the review process, authorized users can correct data the scanner did not capture correctly. Based on assigned roles, set by account, users can perform the following functions to correct data and balance deposits:

- Rescan an item if the image is not legible or if information was not captured correctly from the MICR line
- Input the amount and other transaction information
- Key MICR data
- Scan additional deposit items
- Delete one or more items from a deposit

After scanning your checks you can choose the Deposit Later option. This places your deposit into a pending queue where you can view and edit the deposit information, review items, and add items to — or delete items from — the deposit.

You must submit pending deposits within seven calendar days or we automatically delete them.

After you submit a deposit, a confirmation screen appears indicating your deposit is complete and that you can't make any more changes.

iii. Ability to print the County's endorsement on checks and if so, can the endorsement be customized?

No. While scanners can't print the County's endorsement on checks, our remote desktop service can overlay a virtual endorsement on check images. If you choose to use this feature, you do not have to endorse your checks prior to scanning them.

We have a standard virtual endorsement format that is not customizable.

iv. Does the service allow the ability to print processing details (processing site, workstation, user) on scanned checks? If so, discuss any limits on the types or amount of information that can be printed and/or the placement of the printed information on the check.

No. The scanners that are compatible with our service do not print processing details on scanned checks.

v. Process used to index imaged data including retrieval and exporting capabilities.

You can use the MICR information captured from the check as indexed or searchable fields. If you use our optional discretionary data feature, then you can use up to 15 discretionary fields to key in additional check data. We define four of these custom indexed discretionary fields. The County defines the remaining 11.

The following tables lists the searchable fields that populate during the check capture and deposit procedure.

Index fields for <i>Desktop Deposit</i>	
Amount	Deposit account
Check account	Invoice number*
Check date*	Item ID
Customer name*	Location ID
Check number or auxiliary on-us	Submission date
Check RTN	Up to 11 user-defined discretionary fields
Customer number*	

*Bank-defined discretionary field.

vi. Hardware and/or software system requirements including web-based communications requirements and security constraints.

Our *Desktop Deposit* service is accessible through our online banking portal. The service does not require software other than a driver for the scanner.

The minimum system requirements, which are optimal, follow.

System requirements*	
Supported operating systems	Windows 7 Professional and 10 Enterprise (with Internet Explorer 11) macOS Sierra macOS High Sierra
Supported browsers	Internet Explorer 11 Safari 12 (only on macOS)
Ports	USB port 2.0 or higher

*System requirements are subject to change and may vary for other online applications. For the most current requirements, and for specifics on other online services, go to wellsfargo.com/ceosystemrequirements.

C) Disbursement services

1) Positive pay/payee and teller positive pay

The County desires to negotiate a positive pay/payee services agreement with the awarded bank.

Current State:

- a) **The Board has two disbursement accounts and the Clerk has three disbursement accounts that will require positive pay/payee, teller positive pay and full reconciliation services.**

Understood and acknowledged.

- b) **The County transmits files containing check issued information to the bank for the purpose of comparison based on the checks' serial numbers, payees and amounts, looking at either (a) any checks posted that do not have corresponding issue information (Full Reconciliation) or (b) any checks presented that do not match the issue record (Positive Pay/Payee). The County also has the ability to enter manual checks issued for inclusion in the checks-issued file through the web-based system.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide an example of your bank's positive pay/payee services agreement.**

We provide service agreements in Appendix Tab O.

- c) **Confirm that the bank has the capability to provide positive pay/payee services upon receipt from the County of a checks-issued file for all checks presented to the bank for payment, including at the teller lines. Describe any limitations in stop payment system interface with teller system.**

Our tellers have access to your positive pay check issue information, including check dollar amounts and serial numbers. If you use our optional payee validation service, the payee name information will also be available for use when validating checks.

We capture check issue files more than 50 times per day, seven days a week. Your positive pay check issue information reaches Wells Fargo tellers within 30 minutes of receipt. This helps ensure that our tellers have the most current check issue information.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who will contact the County to request instructions for handling the item.

To avoid problems or delays at the teller line due to missing check information, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

*If the payee is not a Wells Fargo customer, he or she will be charged a check cashing fee when a check is presented for cashing at a Wells Fargo location. Alternatively, the County has the option to pay the check cashing fee through your account analysis.

- d) **Describe, in detail, all available reconciliation services including full reconciliation, timelines, sample reports, and limitations.**

With our Account Reconciliation Plan (ARP) and automated reporting service, the County can **quickly and efficiently reconcile your disbursement** accounts with your internal accounting records. In addition, it helps you detect and reduce your exposure to check fraud.

Benefits

- Reduces accounting costs and increases productivity
- Improves cash control and provides faster, more accurate information
- Increases audit control
- Minimizes both internal and external fraud losses

We offer our disbursement customers both Full and Partial ARP.

Full ARP

With this service, the County provides the bank with issued check information, and we reconcile your paid checks to your issued checks and send a detailed statement.

Within 90 minutes of electronic transmission, you can receive an **optional file confirmation for check issue information or stop payments.**

On a weekly or monthly basis, comprehensive statements are available for your account. You can request a variety of optional reports including Paid Checks, Outstanding Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high order prefix.

We update check issue information **more than 50 times** each day, seven days a week.

Partial ARP

With this service, we provide the County with an ARP statement. You can also request a variety of optional reports including Paid Checks, Stop Payments, and several others. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. You use the statement or optional reports to reconcile your account and identify any exceptions.

Optional reporting



Our information reporting system is fully integrated with our online banking portal, making it easy for your staff to **access all relevant reports and information online.**

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Full ARP statement Month-end cutoff Non-month-end cutoff	6 days 4 days	4 days 4 days
Partial ARP statement Month-end cutoff Non-month-end cutoff	2 days 1 day	1 day 1 day
Positive pay, full or partial ARP, and account statement Month-end cutoff Non-month-end cutoff	6 days 4 days	4 days 4 days
CD-ROM with paid check images	11 days	NA

With Full and Partial ARP, you can **customize your ARP** to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks†
Issue Notices Not Received†	Matched Paid Items†
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

*Only available with Full ARP.

†Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of our most commonly requested optional reports, shown in PDF format. You may also receive optional reports in Excel, CSV, and flat file text (transmission) formats. Additional ARP reports are included in Appendix Tab L.

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 09-01-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: XXXXXX2222		PAID CHECKS REPORT		PERIOD: 08-01-XX TO 08-31-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION	DESCRIPTION
XXXXXX1004		8-31-XX	20.00	INNR	
XXXXXX1005		8-31-XX	200.00	INNR	
XXXXXX1002	8-30-XX	8-31-XX	100.00		
XXXXXX1004	8-30-XX	8-31-XX	20.00		
XXXXXX1005	8-30-XX	8-31-XX	200.00		
XXXXXX1001		8-31-XX	10.00		
XXXXXX1002		8-31-XX	109.00	INNR	
XXXXXX1003		8-31-XX	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 09-15-XX PAGE 1					
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: XXXXXX2222		OUTSTANDING CHECKS REPORT		PERIOD: 000-XX TO 506-XX					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-05-XX	100.00	0	
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-05-XX	1,000.00	0	
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-05-XX	20.00	0	
XXXXXX1001	5-03-XX	10.00	0		XXXXXX1005	5-05-XX	200.00	0	
XXXXXX1002	5-03-XX	100.00	0		XXXXXX1001	5-06-XX	10.00	0	PAYEE NAME 1
XXXXXX1003	5-03-XX	1,000.00	0		XXXXXX1002	5-06-XX	100.00	0	PAYEE NAME 2
XXXXXX1004	5-03-XX	20.00	0		XXXXXX1003	5-06-XX	1,000.00	0	PAYEE NAME 3
XXXXXX1005	5-03-XX	200.00	0		XXXXXX1004	5-06-XX	20.00	0	PAYEE NAME 4
XXXXXX1001	5-05-XX	10.00	0		XXXXXX1005	5-06-XX	200.00	0	PAYEE NAME 5
18		5,210.00	TOTAL						

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 10-01-XX PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2							
ACCOUNT: XXXXXX2222		STOP PAYMENTS REPORT		PERIOD: 08-28-XX TO 09-28-XX							
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
XXXXXX0621	9-08-XX	3-07-XX	592.84	STOP/I		XXXXXX1005	9-15-XX	3-14-XX	200.00	STOP/NI	
XXXXXX0378	9-11-XX	3-10-XX	273.37	STOP/I		XXXXXX1008	9-18-XX	3-17-XX	10.00	STOP/NI	
XXXXXX0725	9-13-XX	3-12-XX	668.96	STOP/R		XXXXXX1008	9-21-XX	8-20-XX	10.00	STOP/NI	
XXXXXX1003	9-15-XX	3-14-XX	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

VOIDS AND CANCELS

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 09-15-XX PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: XXXXXX2222		VOIDS AND CANCELS REPORT		PERIOD: 506-XX TO 506-XX	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION	DESCRIPTION
XXXXXX001	5-03-XX	5-06-XX	10.00	CANCL/I	
XXXXXX002	5-03-XX	5-06-XX	100.00	CANCL/I	
XXXXXX003		5-06-XX	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

e) **Describe the platform used to transmit positive pay files to the bank.**

We offer two options for providing your issue files to us:

- Transmit check issue information to us through one of our secure file transfer protocols
- Upload check issue information using our online fraud management solution

f) **Describe the positive pay and/or control pay system interface method and file types.**

We offer two options for importing financial data.

Direct BAI file transfer

You can establish automatic imports of previous and intraday files containing both balance and all transaction detail information. BAI V2 is the standard format.

Download reports

You can use optional ARP reports such as the Posted Items, Paid Checks, and Outstanding Checks reports to automate your ARP. These reports can be used to provide a summary of all account transactions, identify which checks have been paid, and summarize outstanding checks as of the statement date.

We offer a standard flat file text layout for transmission of ARP reports; however, we will work with you to determine how we can best accommodate your needs if you require a different flat file text format.

- g) Describe the procedures, time frame, limitations and controls involved in handling fraudulent transactions such as forgeries, alterations, and counterfeit checks.**

Protecting you against the encashment of lost, stolen, and counterfeit checks is our goal. Our Positive Pay services give you peace of mind. The services identify checks that may be fraudulent or unauthorized. As a fraud protection measure, positive pay matches checks presented against your account to your check issue file.

Frequent issue file capture

We capture check issue files more than 50 times per day, seven days a week. Your positive pay check issue information reaches our tellers within 30 minutes of receipt. This frequency helps our tellers to access the most current information. Our tellers can retrieve payee names, if you subscribe to our optional payee validation service, and include the names in your issue information.

Mobile banking

You can view and take action on positive pay exception items using mobile devices.

Notifications

You can receive critical information by email, text message, or fax about positive pay exception activity.

- h) Describe the timeframes for submission of disbursement files (daily cutoff), procedure for positive pay/payee verification when the County is closed for business and file format protocols to be used.**

Our balance reporting system integrates positive pay reports, both online and through our mobile service. You can view a list of positive pay exception items, view check images, and submit pay and return decisions either online or through our mobile service.

The following table provides the service delivery and decision response deadlines.

Next-day positive pay exception reporting	Select your report by 10:00 a.m. ET
	Make your decisions by 3:00 p.m. ET.

Create a check issue record

We do not automatically add exceptions to your check issue file. Instead, we present you with the option to add exceptions easily to your issue file, with the click of a button, after you approve them. This screen shot shows where to click *Create Check Issue* after you have selected the pay decision.



Check issue deadline

The County can send manual check issues and deletes using our online fraud management solution. You can update your check issue records 24 hours a day, 7 days a week.

- i) **Describe the tools/controls utilized to determine transmitted files are complete and accurate.**

Controls for file transmission

When you transmit a file to us using one of our internet transmission protocols, you can receive an email notification to confirm that we received your file. The email includes the time the file was received, and also indicates whether your file loaded successfully or failed. This process helps to reduce duplicate transmissions.

Controls specific to ARP

If a duplicate ARP file is sent, all duplicate records will reject and not post to the account. The confirmation options listed in the following paragraphs will identify items rejected as duplicates.

Confirmation report

We recommend that the County use our ARP File Confirmation service in conjunction with your own internal controls to prevent issues such as file loss and duplicate transmissions.

You can receive either summary or detail confirmation reports to let you know the number of register items received, register items captured, and the total dollar amount of captured items.

ARP File Confirmation reports also detail each rejected register item, the rejected data line as sent to us, and the reject reason. In addition, the detail report lists each item by serial number, and you can choose to receive stop payment data.

2) Check reconciliation

Current State:

- a) **The following accounts utilize check reconciliation service:**

Pool A-2 Board Payroll

Pool B-2 Board Imprest Account

Clerk's Operating Account

Clerk's Payroll Account

Clerk's General Account

Acknowledged.

- b) **The bank provides a file within 5 business days of the end of each month through its web-based service to allow the download of check cleared information for the previous month. This file includes the check number, amount and date paid and the bank account number paid from. The bank also provides a hard copy printout of the full check reconciliation monthly. The bank provides an electronic copy of any credit/debit advice, along with supporting documentation, immediately after being posted through web services.**

Understood and acknowledged.

- c) **The bank images all paid checks, the physical checks are then stored onsite for a short time. Images are available for up to seven years after posting.**

Understood and acknowledged.

- d) **The bank provides canceled check images on CD-ROM (front and back of canceled checks available), sorted by check number on a monthly basis. The CD-ROM must produce archivable quality documents.**

Understood and acknowledged.

- e) **The bank returns all other items, such as debit and credit memos, the next business day electronically.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Describe other important features of check reconciliation services not covered above.**

The County can specify a cutoff date for ARP reports. We give you the flexibility to receive optional ARP reports at the same time you receive your ARP statement. As an alternative, you may receive optional reports at other times throughout the month, independent of your ARP statement cycle. ARP optional reports are available on a daily, weekly, monthly, or fiscal cycle.

You will determine the cutoff date for your ARP statements, and we will provide them to you as your bank statements. We offer month-end, weekly, and daily cycles (partial ARP without positive pay only), and can accommodate most fiscal calendar cycles.

We offer a variety of other options with our ARP services.

ARP options	Availability	Input	Output
Data transmission	Yes	Yes	Yes
CD-ROM*	Yes	No	Yes (paid check images only)
PC/Internet	Yes	Yes (in Excel)	Yes (in PDF, Excel, CSV)

*ARP statements and optional reports are not available by CD-ROM.

ARP options	Availability	Pc/Internet	CD-ROM	Archive*
Image of ARP reports	Yes	Yes	No	Yes
Index of checks	Yes	Yes	Yes	Yes

*Archived images of ARP reports and paid checks are available through our online banking portal.

ARP options	Availability
Filmed in check serial number	No
Filmed randomly with indexing	Yes (CD-ROM and file transmission only)
High order digit break	Yes
Stale date parameters	Yes (for Full ARP and Partial ARP with Positive Pay only)
Maximum dollar limits	Yes (not available on Positive Pay accounts)
Fine sorting of paid checks	No
Automatic register/issue file editing	Yes (online)
Subaccounting within accounts	Yes (depository accounts only)
Float analysis	No
Electronic transmission of period-end bank statements*	Yes
Interim bank statements	Yes

*Provided through our online portal on the ARP statement which includes account detail and balances or on the demand deposit account (DDA) Cycled Statement, an end-of-cycle bank statement in BAI V2 format which includes balances.

3) ACH and wire transfers out

The County desires to negotiate an ACH services agreement for debit processing and an agreement for wire and book transfers (transfers between County accounts in the bank). The Wire Transfer Agreement must take into consideration the provisions of the Uniform Commercial Code (UCC) Article 4A.

Current State:

- a) **The County disburses funds electronically through ACH and Fed wire systems on a regular basis for direct deposit of payroll, federal and state tax liabilities, payment of utility collections to municipalities, debt service payments, purchase of investment securities, collections for utility billing accounts, payments to vendors/employees, etc. The approximate number of employees for the Board is 2,240 and Clerk is 504 with 99% of the staff utilizing direct deposit.**

Understood and acknowledged.

- b) **The County has the ability to execute ACH debits, wire and book transfers through the bank's web-based banking system enhanced with the ability to create and store recurring/repetitive wire and ACH instructions/templates. The system has the ability to provide addenda records in PPD, CCD, CCD+, TXP and CTX formats. The bank provides transaction confirmation numbers and accepts files for ACH payments to multiple recipients.**

Understood and acknowledged.

Additional information:

- a) **The awarded bank agrees to execute all wire transfer orders within 15 minutes after notification by the County through the web-based system, by telephone, or by FAX, if necessary. Wire transfers ordered and not received by the destination party by 6:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a "failure" to consummate an investment transaction.**

Understood and acknowledged.

- b) **The bank must be a sending and receiving bank of the National Automated Clearing House Association (NACHA).**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.**

We provide a copy of our wire transfer and ACH agreements in Appendix Tab O.

c) **Describe the platform used to transmit ACH files to the bank.**

Our methods for you to send and receive ACH files include internet-based file transfer, direct connection to the bank's mainframe, and SWIFT FileAct.

Internet-based file transfers

You can send transmissions through our online banking portal, where you access your online applications. Using the bank's administration tool, the County can easily manage user access, renew digital certificates, reset automated user passwords, and request PGP encryption keys.

We support these standard secure transmission protocols, and each uses multifactor authentication and encryption:

- Applicability Statement 2 (AS2) *
- FTP over TLS (FTP/s)*†
- Hypertext transfer over TLS (HTTPS)*†
- SSH File Transfer (SFTP) †

*Security includes use of digital certificates.

†Bank-provided client software is available.

Options

To provide efficiency when moving data securely across the internet, you have two options:

- Schedule transfer sessions to connect automatically to send and receive files – this is called automated user access
- Automatically receive outbound files from the bank as they become available – this is called outbound push

Optional value-added services include, but are not limited to, virus scanning, email alerts warning that the bank cannot deliver a file because it fails a service check, and file encryption.

Host-to-host

If the County transmits a large volume (greater than 1 GB) on a regular basis, then Connect:Direct (NDM) with Secure+Proxy* can deliver secure data exchanges between the enterprises.

*IBM® Sterling Connect:Direct with Secure+ Proxy is proprietary software that is sometimes called by its original acronym, NDM (network data mover).

d) **Provide details on your bank's capability to handle out-going ACH and wire transfers (to include prenotifications, recurring/repetitive wire instructions/templates, ability to create and store future-dated wire instructions, addenda record formats, multi-recipient payments, etc.) as well as security provisions. Also state the daily cut-off times for the County to submit transfers out (ACH and wire) and the file format protocols (e.g. payroll direct deposit), where applicable, to be used. Confirm ability for same day ACH, any limitations and any associated costs.**


Our ACH and wire services will continue to provide the County efficient and convenient ways to transfer funds. Both enable you to control the payment date, meaning that you can keep that money in your account until the settlement date you determine.

ACH services

Our ACH services allow you to electronically initiate and manage a variety of transactions quickly and conveniently. You control the payment date, meaning that you can keep that money in your account until the settlement date you determine.

With our electronic link to the ACH network, the County can, for example, deposit employees' wages directly into their checking accounts. You can make your state and federal tax payments, make vendor payments, and execute other debit and credit transactions. The variety of transactions includes:

- Cash concentration and disbursements
- Direct debits
- Direct deposits
- State and federal tax payments
- Vendor payments



Origination methods

Options for direct origination, consolidated payables transmission, and internet origination let you determine the transaction method that suits your business.

Direct origination

You send us a Nacha-formatted file that contains the required ACH transaction information, such as:

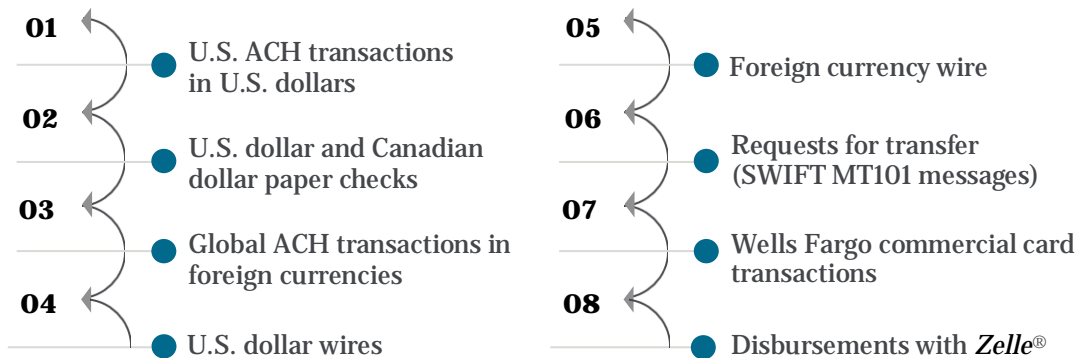
Routing and transit number	Account number	Dollar amount	Effective date
----------------------------	----------------	---------------	----------------

Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, Enterprise Resource Planning (ERP) system, or accounts payable system.

When you use our consolidated payables service, **you save time by grouping ACH transactions and multiple other payment types in a single file.** You can group debits, credits, and multiple payment types (such as payroll, credit card, and expense payments). Moreover, you can include domestic wires, international wires, U.S. dollar checks, and Canadian dollar checks.

Your file can include the following payment types:



The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee, as appropriate.

Internet transmission

Online initiation allows the County to originate ACH transactions without having to create your own Nacha-formatted files. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to us for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
<ul style="list-style-type: none"> • Cash concentration and disbursements (CCD) • Child support payments (CCD+) • Consumer debits and credits (PPD) • Corporate trade exchange (CTX) • Federal and state tax payments (ACH Tax) • International ACH transactions (IAT) 	<ul style="list-style-type: none"> • International low-value payments (ILV) • Payroll (PPD) • Re-presented check entries (RCK) • Single Euro Payments Area (SEPA) payments • Vendor payments (CCD) • WEB- and TEL-initiated consumer debits

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, the County can export templates, beneficiaries, and payment batches to update payables and receivables systems. As added convenience, the County can use our mobile service* to approve ACH templates and payments that require immediate attention.

*Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

ACH origination deadlines (ET)

Origination method	Same-day settlement (on-us)*	Same-day settlement (transit) †	One-day settlement	Two-day settlement
Direct origination	9:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
Online	7:00 p.m. ET	9:00 a.m. ET and 1:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET

*Both the originating account and receiving account must be Wells Fargo accounts. The \$25,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

†Transactions more than \$25,000 and international transactions (IAT) are not eligible. Funds from incoming credits are available by 5:00 p.m. local time.

Prenotifications

A prenotification (commonly called a “prenote”) is an optional step in the payment process for ACH credits. The prenote is a zero-dollar payment used to verify and confirm that your payment information is correct prior to making the first dollar payment. We recommend that you send a prenote to prevent any error in bank account numbers, for example, resulting in rejected or late payments to your payees. Sending a prenote helps ensure correct processing of your payments.

You can initiate a live ACH payment three days following settlement of the prenote, provided you have not received a Return or Notification of Change (NOC).

Wire services



The County can **send and receive wires**, and **transfer funds** between your accounts **quickly, easily**, and **securely**.

Incoming wires

We accept wires from Wells Fargo accounts and from the Federal Reserve, SWIFT, and CHIPS (Clearing House Interbank Payments System) networks. If we receive a wire with your valid account number before the processing cutoff time, **we will credit the funds to your account the same day**.

Outgoing wires

We process outgoing payments on a straight through basis **according to your instructions**. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Our system automatically confirms your available funds and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If the wire meets these requirements, we release it.



Efficient
and
convenient
ways to
electronically
transfer
funds



Initiation methods

Online and mobile

The County can sign on to our online banking portal to initiate repetitive or free-form domestic and international wires. Using our mobile service, you can initiate repetitive wires.

Consolidated payables

You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and checks) and remittance information using our consolidated payables service. You can send a file directly from your treasury workstation or your ERP, accounts payable, or other internal system.

We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.

Telephone¹

You can call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint. These are validated through a voice response unit (VRU).

You can complete repetitive wires set up on our system through the VRU. To complete free-form wires, you will speak with a team member in our wire department.

Automatic standing transfer order

To set up a repetitive wire, you will tell us the criteria that our system will use to determine the amount to send. You will also specify initiation dates and times for us to automatically send the transfers.

In person²

You can go to any Wells Fargo branch to initiate a wire. You must have signing authority on the account to initiate the request.

Online foreign exchange

You can manage your foreign exchange transactions and reporting with our online foreign exchange service 24 hours a day, 7 days a week. Our service combines the advantages of our competitive foreign exchange rates with the convenience of sending payments throughout the world over the internet.

SWIFT³

If your organization is a member of SWIFT, you can submit your wire payment instructions for processing using SWIFT FIN messages.

1. Book transfer initiation option not available by telephone.
2. Book transfer initiation option not available in person.
3. SWIFT membership and volume fees apply and are billed by SWIFT.

Outgoing deadlines

The opening time for outgoing wires is 8:00 a.m. ET for all wire types regardless of origination channel. In the following table, we provide the cutoff times, which may vary based on wire type and initiation method. We process wires we receive after the deadlines on the next business day.

Wire cutoff times (ET)

Origination channel	Domestic	Book	Drawdown	Cross-border wire (U.S. dollar and foreign currency)	Request for Transfer (RFT)	Tax payment
Online and mobile	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	5:30 p.m.	4:30 p.m.
Consolidated payables	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:30 p.m.
Telephone	5:30 p.m.	N/A	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.
Automated standing transfer	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.
Online foreign exchange	Not applicable	Varies by currency	Varies by currency	Varies by currency	Varies by currency	Not applicable
SWIFT	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	5:30 p.m.	Not applicable

Security



We strongly recommend dual custody for initiating free-form wires and for creating or maintaining wire templates online. With dual custody, we require a second user's approval of the free-form wire and wire templates before they're effective.

If you choose to use single custody, we will enroll you in our Secure Validation service. This service provides an **added layer of security** without requiring another user's approval when completing free-form wire initiation or template maintenance. Each time you initiate a free-form wire or perform template maintenance, you will select from a list of enrolled phone numbers. You will receive a six-digit validation code that you will enter online to complete your request.

Scalable processing platform

Our nationwide funds transfer platform meets both your current and future volume demands. As you grow and your needs evolve, we can quickly configure our systems to handle any increased volume. We can handle up to 10 times our current processing loads, with the same speed and efficiency.

Geographically dispersed sites

We have multiple, strategically dispersed wire processing sites across the nation. These sites use the same processing platform to help ensure efficient data backup and recovery of core wire processing functions should a disruption occur.

Reporting options for ACH and wire

Our Treasury Information Reporting service provides **comprehensive intraday and previous day reporting**. With our Alerts service, the County can select the criteria for when to receive notifications on:

- ACH received activity
- ACH return activity
- Incoming wires
- Outgoing wires

The County can view reporting and alerts online or receive them by transmission. Additionally, our Secure Document Delivery service sends you an email with a link to ACH reports.

Online

From our online banking portal and our mobile service,* the County receives reporting that includes transaction information listed in the following table.

*Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

ACH	Wires
Company name	Account name and number
Company ID	Corresponding bank
Customer ID	Currency
Discretionary data	Fed or SWIFT reference number
Entry class code	Internal reference or confirmation number
Entry description	Processing date and time

ACH	Wires
	Receiving and originating bank
	Transaction status
	Value date
	Wire amount
	Wire text

You can view, print, and download any report into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include:

BAI v2	CSV	Excel	HTML	PDF
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Email notification for ACH activity

With our Secure Document Delivery service, you can receive an email with a link to a report that notifies you when your ACH reject and ACH delete and reversal reporting is available. Click on a link in the email to retrieve your report easily.

Automated transmission file

The County can receive an automated transmission file that contains the same information available in our online ACH and wire reports. You can choose from two format options - BAI V2 and ISO 20022 XML. Our daily transmission file contains previous day information; our intraday transmission file contains same day information that you can receive as frequently as every 15 minutes.

We offer an additional transmission reporting option with our consolidated receivables service. It translates and consolidates ACH and wire payments and remittance information with other payment types. Then, it reports this data to you for automated posting to your receivables system. You can choose from the following formats:

Formats	
ANSI X12 820 (Payment Order or Remittance Advice)	Modified Nacha
ANSI X12 823 (Lockbox)	Proprietary and custom formats (by request)
BAI 80/300 (Lockbox)	Wells Fargo flat file formats <ul style="list-style-type: none"> ▪ Simplified ▪ Universal
ISO 20022 XML format	

We also support most custom and proprietary formats.

- e) **Describe the ability of the County to monitor wire transfers online (input, approved and released)? How does this differ for wire transfers initiated by telephone?**

Online and mobile wire transfer

Initiation

To sign on to our online banking portal or mobile service, you will use a company ID, user ID, and password. Then you will enter a PIN and token code. Once authenticated, you can perform wire functions based on your authorizations. Functions include initiating repetitive or free-form wires and approving wires. We include the steps to create and submit wires in the following table.

Repetitive wires *	Free-form wires
<ul style="list-style-type: none"> ▪ Access the appropriate template by searching or selecting from a drop-down list. ▪ Enter information not built into the template (for example, the value date or amount). ▪ Submit the wire. You will receive a confirmation that you can print. 	<ul style="list-style-type: none"> ▪ Input all required wire transfer fields. ▪ If needed, you can use our bank lookup feature to search for financial institution information, for example the bank routing number, and insert it into the appropriate field. ▪ Submit the wire. You will receive a confirmation that you can print.

Approval

You can approve free-form and repetitive wires through our online and mobile wire transfer services. You can customize your setup to require up to four approvers. You can also require an additional approver for wires over a specific dollar amount.

We display items that require approval in the Pending Payments queue. From there, you will see all pending wires for your authorized accounts. You can approve or reject one or more wires from the Pending Payments summary list based on your approval authority. Before approving or rejecting a wire, you can also review full wire details and modify the wire (if you have the authority). After all required approvals are in place, we will release the wire.

Telephone

Initiation

Users will call a single toll-free number and provide an account number, PIN, and voiceprint. We validate the information using our VRU.

You can complete repetitive wires set up on our system through the VRU. You will be connected to a team member in the wire department to complete free-form wires.

Approval

To help ensure the safety and accuracy of your telephone-initiated free-form wire transfers, you can choose to use our optional callback approval procedure. We will call a designated approver prior to releasing telephone-initiated free-form wires. We will release the wire after the approver provides their PIN and voiceprint.

- f) **Describe the tools/controls utilized to determine files are complete and accurate (e.g. count and dollar amount).**

Initial file verification and messaging

If you use one of our supported internet protocols to submit your files, we verify that the files comply with formatting and accuracy requirements. We will send you an email notification that we received your files. This notification includes a timestamp and indicates whether your file loaded successfully or failed.

You can also choose to receive file transfer notifications by email when we:

- Receive a file with no data
- Receive an unexpected file
- Do not receive an expected file

To further verify accurate and secure receipt of your files, we have built the following control measures into our file transmission services.

Checked items

File names

Service checks automatically rename files so that they include transaction identifications, dates, and time identifiers in the correct formats. We also scan files for viruses. Service checks verify that:

- Expected headers are present
- Extensions are correct
- File names include required product identifiers
- File names do not include prohibited characters
- File names do not include prohibited extensions

Encryption

Our transmission service supports PGP as an additional level of encryption. PGP uses public and private key pairs, and we require all PGP-encrypted files to be digitally signed. Our transmission service is compatible with PGP software that meets open source standards.

Failure

We will notify you by email if your file fails any of the previously described service checks.

File transfer notifications

You can choose to receive file transfer notifications by email when we:

- Receive your file
- Receive a file with no data
- Receive an unexpected file
- Do not receive an expected file

To verify accurate and secure receipt of your transactions, we employ additional control measures within our ACH direct origination service.

Service level verification

When we receive your direct origination transmission, we automatically confirm receipt and the total number of items and total dollar amounts of the file. We generate a CNote transmittal register that is available by email, transmission, or fax within 15 minutes of receipt of your file.

You can choose to receive CNotes as a report or in a data file format that you can download directly into your system to automate the confirmation process.

When you receive a CNote, you should:

- Verify the item counts and dollar amounts agree with your records
- Check for messages indicating problems with the processing of your file

Contact us immediately if you do not receive a CNote in a reasonable amount of time or if your records do not agree with the CNote information.

Besides confirming file receipt and information, we also perform a number of tests to help ensure that your files are in the correct format and that they are accurate. Within 90 minutes of file processing, we test each file to verify Nacha format, mandatory content, and settlement date. If your entire file rejects from processing, we'll notify you immediately by phone.

4) Stop payment services

The County desires to enter into a "Stop Payment Agreement" with the awarded bank.

Current State:

- a) **The County has two options to submit stop payment orders, either online or by electronic transmission. Both methods allow stop payment requests 24 hours a day, 7 days a week. There is also the ability to originate stop payments via telephone.**

Understood and acknowledged.

Additional information:

- a) **Functionality should include the inability to accept cancels or stop payments if entered with the wrong date or amount.**

Understood and acknowledged.

- b) **The bank does not process stale checks (those checks over 60 days) unless updated and released by the County through Positive Pay.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide details on your capability to handle stop payments, as well as the security provisions.**

Stop methods

You have two options to submit stop payment orders: through our online banking portal, or by electronic transmission, where you will include information in your ARP issue file. With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we will process them in real time.

Online

Stop payments are effective immediately after you successfully initiate the request through our online service.

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. While you can place stop payments on a range of checks, there is a maximum number of 50 stops that you can place at one time. To place stop payments on more than 50 checks at one time, you will contact your dedicated client service officer, Nicole Nieves, for assistance.

By transmission

You can make a request as late as 9:00 p.m. ET and still receive same-day posting.

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid. If you need to place a stop payment on a range of checks, you must include each individual check number in the file. As an alternative, you can contact your dedicated client service officer, Nicole Nieves, for assistance with a range stop payment.

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online service, or choose to use our automated renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

c) **Provide a copy of your Stop Payment Agreement.**

For information regarding stop payments, please refer to our Commercial Account Agreement in Appendix Tab O.

d) **Confirm that the bank has the capability of providing stop payment services through its web-based software and alternatively by telephone or fax.**

You have two options to submit stop payment orders: through our online banking portal, or by electronic transmission, where you will include information in your ARP issue file. To place stop payments on a range of checks, you will contact your dedicated client service officer, Nicole Nieves, for assistance.

5) **Overdraft processing**

Current State:

a) **Per the current contract, the County could be charged for both overdrafts and the use of uncollected funds if they occur. The charge for overdrafts is on a per item basis. The County has not incurred any overdraft charges under the current contract.**

Understood and acknowledged.

b) **The bank extends a daylight overdraft facility to the County.**

Understood and acknowledged.

- c) **The bank does not charge for intraday overdrafts, though they reserve the right to do so.**

Understood and acknowledged.

Additional information:

- a) **It's the County's expectation that the bank will have the capability of handling daylight overdrafts to the extent that incoming wire transfers are expected during the business day. Should these wire transfers not arrive as planned; the responsible party causing the delay in the incoming wire transfer will make compensation for lost interest. To facilitate the daylight overdraft, the County will negotiate an arrangement with the Bank, acceptable to the County and the Bank to cover any failures at the end of the day.**

Understood and acknowledged.

- b) **In the event that the incoming wire transfer does not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula as detailed in Section E, Investment Services. Using this formula, the County will not receive any interest on the overnight investment that result from an overdraft, nor will the County be required to pay any interest to the Bank beyond this rate. The County will not accept any exceptions to this specification.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide a detailed description of your bank's overdraft policy, rates, daylight overdrafts, and in particular, how daylight overdrafts will be handled that were caused by Pinellas County. Provide confirmation whether accounts can be aggregated for calculation/fee purposes. State your policy including any planned charges in this section and also include in Exhibits A, B, C and D.**

In the unlikely event of an overdraft, Wells Fargo will pay all items and the County's relationship team will work with the County during the process to address the overdraft in question.

We charge for both overdrafts and for the use of uncollected funds.

The charge for overdrafts is on a per item basis and is set by your relationship manager, Vicki Parker.

We calculate the rate for uncollected funds based on our prime borrowing rate. The formula for this fee is:

$$(\text{average daily negative collected balance} \times \text{overdraft rate} \times \text{days in period}) \div (360)$$

We can offset these fees (overdraft and uncollected funds) by the earnings credit allowance.

Wells Fargo will continue to extend a daylight overdraft facility to the County.

D) Account maintenance service

1) Web based banking

Information to confirm or provide:

- a) **Electronic banking services shall include, but not be limited to, daily detailed and summary balance reporting of the previous banking day by no later than 9:00 a.m. with the following minimum information:**
- i. Ledger balance.**
 - ii. Available (or collected balance).**
 - iii. Float for 1, 2 and 3 day.**
 - iv. Summary of debit and credit postings, including checks paid and wire transfers.**
 - v. Detail information for all ACH and wire transactions.**
 - vi. Next day download of deposits, credits, debits, transfers and adjustments to our accounts.**
 - vii. All addenda records available for incoming EFT and ACH deposits.**
 - viii. Stop payments and positive pay activity.**

Confirmed. We update previous day information by 6:30 a.m. ET Tuesday through Friday, and by 8:30 a.m. ET on Saturday, though it is often available sooner.

Our previous day reporting includes all transaction types that post to your account. The following table includes a description of our previous day reports and the information they provide.

Available reports

Previous day reports	With this report, you can:
ACH Customer Activity	Access ACH settlement information and adjustment details, by account, as well as a summary of return activity, to help you make more informed account management decisions.
Express Balance	Get a quick snapshot of your previous day account balance information, as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances, including averages, aggregate float, and total transactions posted to your account, for month to date, prior month, or a specific date range.
Previous Day Posting Status	Check this report throughout the day to see if previous day information is available for your accounts. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Get a comprehensive view of previous day information, including balances, transaction summaries, and transaction details. You can also view images of checks.

Previous day reports	With this report, you can:
Previous Day Return Item	View details of paper returns after we charge them to your account. You can also view images of each returned item.
Sweep Account Position*	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

*For Money Market Mutual Fund *Stagecoach Sweep*® and Credit Sweep customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

b) The web-based banking system should include at least the following functionality:

i. Self-administration of users and their functions including managing multiple users.

Your company administrator can perform a variety of functions through our online administration service, including:

- Creating, maintaining, and deleting user access including password resets
- Restricting user access to services and accounts and setting transaction dollar limits
- Creating account or user lists to better organize your users and accounts; lists can be used throughout the administration service to easily select multiple accounts or users to administer
- Setting up multiple users with similar access controls at the same time
- Establishing additional controls for specified transactions and functions that require review and approval by a one or more approvers before the request is executed*
- Setting up forced dual controls for all tasks performed through the online administration service*
- Running management reports that show current user entitlements for a rolling 365 days of administration activity history

*We require dual custody for money movement transactions and changes to user access.

ii. Initiate and monitor wire transfers out.

The County can sign on to our online banking portal to initiate repetitive or free-form domestic and international wires. Using our mobile service, you can initiate repetitive wires.

You can also approve free-form and repetitive wires through our online and mobile wire transfer services. You can customize your setup to require up to four approvers. You can also require an additional approver for wires over a specific dollar amount.

We display items that require approval in the Pending Payments queue. From there, you will see all pending wires for your authorized accounts. You can approve or reject one or more wires from the Pending Payments summary list based on your approval authority. Before approving or rejecting a wire, you can also review full wire details and modify the wire (if you have the authority). After all required approvals are in place, we'll release the wire.

You can receive alerts by email and text on outgoing wires.

iii. Initiate and monitor ACH transfers out.

Online initiation allows the County to originate ACH transactions without having to create your own Nacha-formatted files. Once you build a template based on the payment type, it's quick and easy to create ACH transactions and send them to us for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
<ul style="list-style-type: none"> • Cash concentration and disbursements (CCD) • Child support payments (CCD+) • Consumer debits and credits (PPD) • Corporate trade exchange (CTX) • Federal and state tax payments (ACH Tax) • International ACH transactions (IAT) 	<ul style="list-style-type: none"> • International low-value payments (ILV) • Payroll (PPD) • Re-presented check entries (RCK) • Single Euro Payments Area (SEPA) payments • Vendor payments (CCD) • WEB- and TEL-initiated consumer debits

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems.

As added convenience, you can use our mobile service* to approve ACH templates and payments that require immediate attention.

From our online banking portal and our mobile service,* you can receive ACH reporting that includes transaction information, company name, customer ID, company ID, entry class code, entry description, and discretionary data.

*Requires an iPhone, iPad, or iPad Mini running iOS version 10.1 or higher, or an Android device with version 7.0 or higher.

iv. Create and store recurring/repetitive wire instructions/templates.

The County can set up a new repetitive wire template in minutes using our online banking portal. Setups are completed in real time.

We store all data for our online wire transfer service, including repetitive transfer template information, on our dedicated servers.

v. Create and manage ACH fraud filters.

With our ACH Fraud Filter service, we deliver potentially unauthorized ACH transaction information to you through our online banking portal and mobile service.

vi. Download interim month-to-date bank statement by account. The Clerk’s General Account receives bi-monthly statements electronically.

The County can download optional reports at other times throughout the month, independent of your ARP statement cycle.

vii. Download monthly cleared check and ACH activity (prefer in .csv format).

You can view and download cleared check and ACH activity, options vary by report, but include HTML, PDF, Excel, CSV, and BAI V2.

viii. Download daily deposit activity including full deposit ticket numbers (prefer .csv format); in addition, images of checks, deposit slips, etc.

Our deposit location reporting service sorts and subtotals deposits by location and includes the location name on your ARP statement and optional ARP reports. You can download reports in Excel or CSV formats. You can also download images of paid checks, deposits, debits, credits, or other items posted to your account.

ix. Drilldown on deposits to see images of checks, deposit slips, etc. individual types of tenders (check, cash, money order, etc.).

You can access images through imbedded links in many of our reports.

x. Intraday access to account activity.

We report transactions that post, and we update current ledger and available balances on a near real-time basis.

xi. Queries by bank account, date, check number, debits, credits, transaction description, and customer reference number (our deposit ticket number).

Our Transaction Search service allows you to search for transactions across multiple accounts and ACH IDs.

The following table includes available search criteria.

Transaction search criteria	
Account number	Item sequence number or item sequence number range
Amount or amount range	Receiving bank ID (ACH)
Check number or check number range	Receiving account number (ACH)
Customer reference number or customer reference number range	Recipient name (ACH)
Debit, credit, or both transaction types	Transaction types

xii. User defined report functionality, the ability to create, share, and retain reports once created, and rerun using parameters. Provide a listing of the reports available with a detailed description of the content and file formats available.

The County has the option of customizing reports for one-time use, and saving custom reports for reuse. Users can save up to 100 customized reports and edit them at any time. Our service allows customers to share up to 200 reports, at the organizational level, and each user can individually share up to 50 reports. To save time, you can share reports among similarly authorized users.

We describe available reports in the following table.

Intraday reports	With this report, you can:
ACH Origination	View ACH-originated transactions and confirm that Wells Fargo received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.
ACH Return/NOC	Get detailed information for all ACH transactions that were returned for any reason, as well as NOC information for items that processed successfully, but may require additional action.
Controlled Disbursement Detail	Provides check details for each of your controlled disbursement accounts.

Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day including the items in each deposit.
E-Box	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations whenever possible from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information to help determine your intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received payments from your customers. You can also view images from each deposit including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including book transfers, domestic U.S. wires, and cross-border wires.
Previous day reports	With this report, you can:
ACH Customer Activity	Access ACH settlement information and adjustment details, as well as a summary of return activity so you can make more informed decisions about managing your accounts.
Express Balance	Get a quick snapshot of your previous day account balance information as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances, aggregate float, and total transactions posted to your account for month-to-date, prior month, or a specific date range.
Previous Day Posting Status	Check this report throughout the day to see when your accounts' previous day information is available. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Get a comprehensive view of previous day posted account information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction, and view full detail for wire transfers or received ACH transactions.
Previous Day Return Item	View details of paper returns after they are charged to your account. You can also view images of each returned item.
Sweep Account Position	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

Reconciliation reports and statements	With this report, you can:
ARP Statements and Optional Reports ARP Off-Cycle Reports	Access up to 13 months of your ARP statements as well as 14 optional ARP reports, or choose only the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
ARP File Posting Confirmation	View a summary of your ARP activity by date, including check issues, cancels, voids, and stop payment requests, releases, and renewals.
ARP Data Query Report	Perform queries on your ARP account information and download the results in CSV or Excel.
DDA Cycled Statement	View your electronic statement of checking activity the day after your statement cycle closes.

xiii. A report that includes the check number, name on check, amount, account number, check bank ID, and description can be created or provided.

A report with the information requested is available through our Full ARP service with positive pay.

c) The same minimum information must be provided for the Board and Clerk accounts. The bank shall clearly state the following with respect to web-based banking services:

i. Hardware and software requirements for the web based banking service.

You can access our online banking portal through most web browsers that use 128-bit Secure Hash Algorithm (SHA) encryption without any proprietary software.

We support all operating systems that meet our current browser* and plug-in requirements, as listed in the following table.

*While our services may work with older versions of the operating systems and browsers listed in the table, we don't formally support them.

System requirements*	
Supported operating systems	<ul style="list-style-type: none"> ▪ Windows 7 and Windows 7 Professional ▪ Windows 8 and Windows 8.1 Professional ▪ Windows 10 and Windows 10 Professional ▪ Windows Server 2012 ▪ Mac OS X El Capitan 10.11 ▪ macOS Sierra 10.12
Supported browsers	<ul style="list-style-type: none"> ▪ Microsoft Internet Explorer 11 ▪ Microsoft Edge ▪ Safari (only on Mac) ▪ Mozilla Firefox (only on Windows) ▪ Google Chrome

System requirements*	
Browser plug-ins and settings	<ul style="list-style-type: none"> ▪ Adobe Reader 7 (for viewing reports) ▪ Adobe Flash Player 7 (for viewing tutorials) ▪ JavaScript-enabled ▪ Session cookies-enabled ▪ XHR-enabled
User level	<ul style="list-style-type: none"> ▪ Administrative rights to the computer where Autolink will be installed

*System requirements are subject to change and may vary for our other online applications. For the most current requirements, go to <https://wellsfargo.wellsfargo.com/portal/signon/helpPages/systemRequirements.jsp>.

ii. Hours of availability for the service.

Our online banking portal is available 24 hours a day, 7 days a week.

iii. When do deposited check and cancelled check images become available?

Images of paid checks and deposits are available by 9:00 a.m. ET the business day after posting.

iv. How long are reports/images available on-line (e.g. 360 days, 60 days, etc.)?

As a standard, our information reporting service provides access to seven calendar days of history. For an additional fee, the County can choose extended storage for 30, 60, or 90 calendar days for current day reports, and 30, 60, 90, or 120 calendar days for previous day reports.

v. Security features.

Our online banking portal uses the following access and information protection security features:

Authentication

The system requires multiple sign on identifiers, including:

- Company ID, user ID, and password
- Strong or two-factor authentication for all online payment and administration services using a PIN and token code

Account lockout

The system will lock out a user account when there are invalid password attempts. If an account becomes locked, the user must contact your administrator or a Treasury Management Client Services representative to reissue and reset the password.

Timed log off

We time and monitor online and mobile sessions to automatically logs users out during periods of inactivity. This reduces the risk of others accessing information from unattended computers or mobile devices.

Access control

You determine who can access protected resources, and which resources are available for access. We can set up entitlements for each user, or, using our online administration service, your administrators can create user IDs and assign privileges.

Dual custody

To reduce your fraud risk, we require dual custody (separate users to initiate and approve) to release online payment transactions and for administration actions related to transaction-based services. Dual custody is an industry standard best practice that helps protect against fraud attempts that could originate inside or outside your organization. For maximum effectiveness, dual custody should involve two users on different computers or mobile devices.

You can choose to add dual custody to other administration features such as user setup and password resets.

Encryption

We conduct user sign-ons and all session activities using 128-bit encryption. During sign-on or when using two-factor authentication we mask passwords, PINs, and token codes for security reasons. Additionally, the system stores all passwords using one-way hashing.

Audit controls

We internally log and monitor customer events that occur on our online system. Event logs provide information about user activities such as sign-ons, user profile updates, and transactional activity.

These logs identify the user, date and time of event, and other information relevant to the activity performed.

vi. Records retention periods.

Through our online transaction search, we maintain online records of posted transactions for seven years. You can search by date range. History retention is determined by our system and cannot be changed. You can download images of paid and deposited checks in either PDF or RTF formats. We also maintain originated ACH transaction information for up to 180 days or 13 months with our extended storage option.

vii. Setup requirements.

Wells Fargo currently provides the County with online banking services. The lead time for making changes to our information reporting service is four days, and three days for deleting it.

viii. Training (in person, online webinars, etc.).

We provide several complimentary virtual training options. We can create a customized plan that consists of a variety of solutions ranging from instructor-led webinars to self-paced resources. We offer training for your administrators and users. In the following paragraphs, we describe the training options available to you.

Online learning resources

Training for services provided through our online banking portal is available to the County during all phases of your implementation. You will also have access to these tools on an ongoing basis once implementation is completed. Training includes webinars, on-demand modules, and a variety of self-paced learning tools.

Instructor-led webinars

You can register for online instructor-led and interactive training sessions by our award-winning Treasury Learning and Consulting team.* You will have the opportunity to ask the instructor questions, find solutions to specific issues, and chat with other users.

*2019 Stevie Award recipient, The Treasury Learning & Consulting Customer Training model.

On-demand modules

We provide on-demand training modules that are available through our online banking portal 24 hours a day, 7 days a week. This approach offers greater flexibility so that your users can train when it is most convenient for them.

Self-paced learning tools

If you prefer to learn at your own pace, we offer the following resources:

- User guides — provide an overview of your services, along with detailed information about your services
- Quick reference guides — offer you at-a-glance information about specific tasks related to your services
- Online demo tool — allows you to become familiar with and practice navigating our online banking portal

ix. Support service.

During business hours, the County can call your dedicated client service officer, Nicole Nieves. She takes ownership of your inquiry to navigate through any needed solutions, and assists with any simple or complex issues you encounter.

Nicole is available Monday through Friday from 8:00 a.m. to 5:00 p.m. ET.

x. Mechanisms and protocols used to ensure security of banking data.

We conduct user sign-ons and all session activities using 128-bit encryption. During sign-on or when using two-factor authentication we mask passwords, PINs, and token codes for security reasons. Additionally, the system stores all passwords using one-way hashing.

d) Please confirm the proposer’s ability to meet the County’s requirements (above).

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

e) Provide access to a demonstration instance of the functionality of the web-based portal, to include reporting capability.

The County is familiar with our online banking portal; however, your treasury management consultant, Lynn Nieves, is happy to provide you with a demonstration.

f) Provide a detailed description of the bank's web-based system, the functions that can be performed and the types of reports that can be issued. Include a listing of the reports available with a detailed description of content and file formats available (e.g. Excel, CSV, etc.).

Our online banking portal is **available 24 hours a day, 7 days a week**, and providing you with single sign-on access to account information and a wide range of financial services. By customizing your portal home page, you can view your account balances and transaction information, at a glance.

The following table lists the services you can access through our online banking portal.

Online services	
Treasury Management ACH Payments Alerts Basic Banking	Purchasing Commercial Card Expense Reporting International Services Canadian Treasury Services

Online services	
<p>Cash Vault Deposit Maintenance <i>Desktop Deposit</i> Document Retrieval E-Box Decisioning Electronic Document Delivery <i>Fraud Manager</i>[®]</p> <ul style="list-style-type: none"> ▪ Positive Pay ▪ Check Issues* ▪ ACH Fraud Filter <p>Healthcare Claims Payments Healthcare Supplier Payments Lockbox Payment and Delivery Preferences <i>Payment Manager</i> <i>Payment Manager</i> File Validation Tool Returned Item services Reverse Positive Pay SAFE Transmission <i>Commercial Electronic Office</i>[®] (CEO[®]) Administration Statements & Notices Sweep Statements and Confirmations Transaction Search</p> <ul style="list-style-type: none"> ▪ Search Transaction History ▪ Images ▪ ACH Deletes and Reversals ▪ Stop Payments <p>TIR</p> <ul style="list-style-type: none"> ▪ Cash Flow Analysis ▪ Pooling and Intercompany Loans <p><i>WellsTax</i>[®] payments Wire Transfer</p> <p>Prepaid Card Solution CEO Recognition Card</p> <p>Insurance Services <i>CyberSure</i>[®]</p>	<p>Foreign Exchange CEO Trade</p> <ul style="list-style-type: none"> ▪ Export Services ▪ Import Services ▪ MIS and Images <p>Credit, Loan, and Finance Asset Based Lending Business Credit Services Credit Management Fed Funds Online Global Fed Funds Interest Rate Management Loan Document Templates Mortgage Information Reporting Receivables Financing Supply Chain Finance Warehouse Lending Finance WFBCI Customer Reporting</p> <p>Trust and Investment† Fed Funds Institutional Investing: Reporting Institutional Investing: Trading Market Linked Investment Offerings Mutual Fund Reporting Mutual Fund Trading Prime Services Retirement Plan Payments Retirement Professionals Workstation Retirement Solutions Securities Lending Reporting Security Valuations Trust Analytics Trust Information Delivery Trust Portfolio Reporting Trust Transaction Management Wells Capital Management Wells Fargo Advantage Funds Wells Fargo Securities – Fixed Income Sales</p>

*Add new checks, cancel existing checks, or place stop payments.

†Investment products are not Federal Deposit Insurance Corporation (FDIC)-insured, are not deposits of, or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Features and capabilities

- Sign on for services, including alerts by email, text, or fax
- Centralize your payment and disbursement capabilities
- Place stop payments, research transactions, and view images
- Customize and download current and previous day reports
- Initiate domestic and international ACH payments, wire transfers, and foreign exchange, trade, credit, and trust transactions
- Mitigate fraud and operational risk with advanced monitoring tools
- Set and manage user authorizations, transaction limits, and assign administrators

Dual control

For added security, users initiate and approve, separately.



For maximum effectiveness, dual custody should involve two users on different computers or mobile devices.

You can choose to add dual custody to other online features such as user setup and password resets.

By separating user tasks to initiate and approve a payment or make changes to user access, you are better positioned to help prevent fraud.

Additional security measures

In addition to user authentication, we offer **extensive security measures to help safeguard your information** when you access any of our online services. From physical security of our data centers to encryption of data transmissions to sophisticated access controls, **we take precautions to help ensure that your information is safe.**

The security of our online banking portal includes:

- Computer network security
- Data center security
- Round-the-clock monitoring
- Data integrity
- Access controls
- Internal controls

Information reporting

This service delivers customizable information reporting for all your account activity. You can access your information through our online reporting or mobile service to view, print, or download your balances and transactions, as well as check images on select reports.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction details, as well as optional reports on specific transaction types.

You can download reports into your accounting, treasury workstation, ERP, or systems of record in options that vary by report, including HTML, PDF, Excel, CSV, BAI V2, and ISO 20022 XML formats.

Reports

We offer a variety of reports and statements that you can access through our online banking portal and mobile service to support your treasury management activity. We describe these reports in the following table.

Intraday reports	With this report, you can:
ACH Origination	View ACH-originated transactions and confirm that Wells Fargo received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.
ACH Return/NOC	Get detailed information for all ACH transactions that were returned for any reason, as well as NOC information for items that processed successfully, but may require additional action.

Controlled Disbursement Detail	Provides check details for each of your controlled disbursement accounts.
Controlled Disbursement Summary	Helps you identify excess funds by offering a summary of the current day presentment and adjustment activity.
Deposit Detail	View your electronic deposits for the day including the items in each deposit.
E-Box	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables.
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations whenever possible from your trading partners in a comprehensive format.
Intraday Composite	Get a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information to help determine your intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	See detailed information about received payments from your customers. You can also view images from each deposit including checks and remittance documents.
Wire Transfer Detail	Get complete details for all outgoing and incoming wire transfers, including book transfers, domestic U.S. wires, and cross-border wires.
Previous day reports	With this report, you can:
ACH Customer Activity	Access ACH settlement information and adjustment details, as well as a summary of return activity so you can make more informed decisions about managing your accounts.
Express Balance	Get a quick snapshot of your previous day account balance information as well as your current available balance.
Loan Manager	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	View a daily summary of account balances, aggregate float, and total transactions posted to your account for month-to-date, prior month, or a specific date range.
Previous Day Posting Status	Check this report throughout the day to see when your accounts' previous day information is available. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Get a comprehensive view of previous day posted account information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction, and view full detail for wire transfers or received ACH transactions.
Previous Day Return Item	View details of paper returns after they are charged to your account. You can also view images of each returned item.

Sweep Account Position	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.
Reconciliation reports and statements	With this report, you can:
ARP Statements and Optional Reports ARP Off-Cycle Reports	Access up to 13 months of your ARP statements as well as 14 optional ARP reports, or choose only the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
ARP File Posting Confirmation	View a summary of your ARP activity by date, including check issues, cancels, voids, and stop payment requests, releases, and renewals.
ARP Data Query Report	Perform queries on your ARP account information and download the results in CSV or Excel.
DDA Cycled Statement	View your electronic statement of checking activity the day after your statement cycle closes.

g) Describe available alerts and messaging within the web-based system.



You can set up alerts to receive notifications of specific account activity and information, without signing on to our online banking portal, by enrolling in one of our online banking services that offers alerts, and selecting the type of activity you'd like to monitor.

You can subscribe to receive alerts for the events that meet your individual business needs, so you can manage your accounts more effectively.

For example, you can choose to receive an alert when a check clears or be notified of an incoming wire in your account.

Features and benefits

- **Customizable** – You select which alerts you receive and how you receive them
- **Convenient** – You can receive alerts through email and text without signing on to our online banking portal
- **Flexible** – You set up and update your alerts to meet your business needs, as often as you need
- **Versatile** – You can choose from more than 400 alerts, available with and without subscription

Alert notification options

You can also choose the **timing** of your alerts to receive them:

- Immediately
- Once every hour
- Once every two hours
- Once a day
- Twice a day

How it works



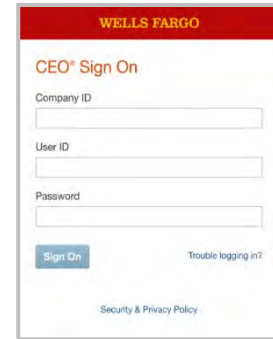
h) Provide a detailed description of the mobile banking application including features, functionality and security.

Mobile banking

In 2007, we became the first major U.S. bank to offer mobile services for commercial and corporate customers. With our mobile service, you can **perform many of the same tasks you do on the online banking portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.***

You can access our mobile service from any internet-connected mobile device and sign on using your online banking portal authentication credentials.

*Requires iOS version 10.1 or higher or Android version 7.0 or higher.



Convenience


Our mobile service offers access to your accounts and the **ability to perform critical tasks** when you are away from your computer or office, in a meeting, or traveling.


We offer the following mobile functionality:	
Use the mobile service for	Features
■ ACH payments	Approve or reject ACH transactions
■ Cash management	Transfer funds between your Wells Fargo accounts and monitor intraday account balances and transactions including, controlled disbursement summary and lockbox availability information
■ Fraud management	Enter and approve checks issued and preauthorize ACH transactions; view details and make decisions on ACH Fraud Filter and Positive Pay items
■ Information reporting	View all standard, customized, and shared reports, including previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits

We offer the following mobile functionality:		
	Use the mobile service for	Features
■	Letters of credit	View balances, transactions, and funding details
■	Making deposits	Deposit checks and money orders to your accounts using an iPhone, iPad, or Android device
■	Mobile alerts	Receive notifications about critical transactions or items that need your attention
■	Mobile token service	Request a token code for two-factor authentication to access money movement and user administration services
■	Managing commercial cards	Cardholders can view remaining credit, review charges and declines, upload receipts, and enter out-of-pocket expenses. Program administrators can set limits, maintain card details, and manage the Merchant Category Code (MCC) strategy
■	Managing commercial loans	Review and reset rates for expiring term loans
■	Property management	Maintain insurance certificates and document safety inspections and repairs
■	Supply chain finance	Vendors and resellers can view detailed information about credit, invoices, recent orders, and payments due
■	Transaction search	Search for transactions and take action including stopping payment on checks and deleting and reversing ACH transactions
■	User access control	Administer and reset passwords, approve dual custody changes, and enable or disable users
■	Wire transfers	Approve or reject outgoing wires and initiate templated wires

You can contact your treasury management consultant, Lynn Nieves, for a demo of our mobile service, or visit wellsfargo.com/ceomobile for more information.

Security

<p>Protect your account information and transactions with our mobile service.</p> 	<p>Our mobile service is a secure way to manage your accounts, using encryption and security technology to help protect your account information and transactions. We built the same security features that protect our online banking portal into our mobile service.</p>
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2) Monthly account analysis

Current State:

- a) **The bank prepares a monthly account analysis as a basis to bill for services rendered.**

Understood and acknowledged.

- b) **The monthly account analysis report is completed and delivered to the Clerk's Finance Division within 7 business days after the end of the month.**

Understood and acknowledged.

Additional information:

- a) **The account analysis/billing should be able to reconcile (using similar terms, formats, etc.) to the proposal forms (Provide pricing information on Exhibits A, B, and C) in this Request for Proposal. Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item.**

Understood and acknowledged.

- b) **It is the intention of the County that all per item charges remain fixed over the life of the contract.**

Understood and acknowledged.

- c) **The cost associated with preparing debit and credit memos required to adjust errors caused by the Bank will not be charged to the County.**

Understood and acknowledged.

- d) **Charges, to include monthly service fees, check printing charges, lockbox fees, etc. are currently applied against the Earnings Credit Rate (ECR). All services must be priced and included in the proposal submitted. If no charge for a service, show "0" on the form.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Provide a sample copy of the monthly account analysis.**

We provide a sample account analysis statement in Appendix Tab M.

3) Statement and advice frequency

Information to confirm or provide:

- a) **Provide a sample copy of the monthly bank statements. Bank statements for the County's accounts will be for the full calendar month and will be made available to the Clerk's Finance Division no more than five (5) business days after the end of the month. The Clerk's General Account receives bi-monthly statements electronically.**

Understood and acknowledged.

We include a sample bank statement in Appendix Tab M.

- b) **Provide bank dispute resolution process and how much time the bank has to respond. The County requires the bank to allow 45 days or more for notification of errors on the County's accounts.**

You can contact your dedicated client service officer, Nicole Nieves, with any inquiries or disputes. Nicole logs your issue and provides a case number with an expected resolution time.

You should contact Nicole within 60 days of receipt of your statement. She'll research the charge and advise you through issue resolution.

If we make an adjustment to your account to resolve a dispute, we list it on your analysis statement in the balance adjustments section.

4) **Fraud protection services**

Current State:

- a) **Universal Payment Identification Codes (UPIC) - The County employs the use of UPIC (Wells Fargo's "Perfect Receivables") to provide select customers the ability to submit payments via ACH to the County without disclosing the County's bank account information. The County's systematic use of UPIC helps the County to reduce fraud.**

Understood and acknowledged.

- b) **ACH blocking and filtering - Bank's ability and systematic use/reporting of ACH blocking and filtering. The bank provides ACH blocking and filtering services for ACH debit and credits. The bank reports discrepancies electronically through its web-based banking system, giving the county the ability to stop, review/authorize, or reject payments.**

Understood and acknowledged.

- c) **Positive Pay/Payee, Teller Positive Pay, as well as check fraud prevention services for non-disbursement accounts.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with fraud protection services as described above.

E) **Investment services**

1) **Depository account balances**

Current State:

- a) **Under the current banking agreement, all of the Board accounts are in interest bearing accounts. The County receives an Earnings Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges AND excess account balances.**

Wells Fargo proposes the Target Federal Funds Rate minus 30 basis points for all accounts, as earnings credit rate (ECR).

We will remove the recoupment charges from all accounts going forward. These are currently charged at 15 basis points per annum on balances kept with Wells Fargo.

- b) The Clerk's operating and payroll accounts are interest bearing. The Clerk receives an Earnings Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges AND excess account balances.**

Wells Fargo proposes the Target Federal Funds Rate minus 30 basis points for all accounts, as ECR. We will remove the recoupment charges from all accounts going forward. These are currently charged at 15 basis points per annum on balances kept with Wells Fargo.

- c) The Clerk's remittance and general accounts receive an Earning Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges with no interest on excess account balances.**

Wells Fargo proposes the Target Federal Funds Rate minus 30 basis points for all accounts, as ECR. We will remove the recoupment charges from all accounts going forward. These are currently charged at 15 basis points per annum on balances kept with Wells Fargo.

Additional information:

- a) The daily interest rate specified for the investment will be based on the effective Federal Funds Rate. Furthermore, if the Federal Funds rate is a range, the bank shall specify if the spread is from the top of the range or the midpoint.**

Wells Fargo proposes an index of Target Fed Fund rate less 30 basis points for interest. No recoupment charges will be applied to the balances kept with Wells Fargo. We use the top of the range for federal funds.

- b) The bank's proposal must be in compliance with the County's Investment Policy.**

Understood and acknowledged. We believe Wells Fargo is in compliance with the County's Investment Policy.

- c) The bank shall automatically invest the collected balances on the Bank's books at 6:00 p.m. (Including any ACH transfers received up to 9:00 p.m.). The balance on the books at 6:00 p.m. is interpreted to include any wire transfers received during the day.**

Understood and acknowledged.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).**

We propose an ECR rate and an interest rate on our Government Advantage Checking account that are indexed to the Target Federal Funds Rate less 30 basis points for all accounts. An indexed rate allows the County to track the rate paid in the market. This is an advantage over a managed rate that can be changed by a bank at any time and is not transparent.

Additionally, we propose to eliminate the recoupment charges that the Clerk and Board accounts have been assessed in the past. These are currently charged at 15 basis points per annum on balances kept with Wells Fargo.

- b) **Provide a detailed monthly interest calculation on the proposed investment arrangements. Specifically, the bank should provide an example of the monthly interest earnings calculation based on average balances and applicable interest basis source. Please state the interest rate proposed by your bank on both analyzed charges and collected balances. Place this information on the Banking Services Pricing Summary Sheet (See Exhibit C-1).**

Wells Fargo calculates your earnings credit on 100% of your average daily positive collected balances (average positive collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$\text{(average positive collected balance)} \times \text{(number of calendar days in the month)} \times \text{(ECR)} \div \text{actual number of days in the year}$$

Interest on the Government Advantage Checking account is calculated based on excess balances maintained above those required to offset service charges.

$$\text{Advantage Interest} = \text{Excess Balance} * \text{Advantage Interest Rate} * \text{Annualization Factor}$$

$$\text{Annualization Factor} = \text{days in month} / \text{days in year} / 100, \text{ then truncate result to 9 decimal places}$$

The example below assumes the number of days in the month is 31 and days in the year is 365; therefore, the Annualization Factor is .000849315.

Average monthly balance summary	Excess position	Shortfall position
Average Ledger Balance	\$250,000.00	\$250,000.00
Less Average Float	\$0.00	\$0.00
Average Collected Balance	\$250,000.00	\$250,000.00
Investable Balance (Average Positive Collected Balance)	\$250,000.00	\$250,000.00
Earnings Credit Allowance @ 40bps* ECR	\$84.93	\$84.93
Fees	\$50.00	\$100.00
Fees charged to account	\$0.00	\$15.07
Balance Equivalent	\$147,177.43	\$294,354.86
Excess Balance available for interest	\$102,822.57	\$0.00
Interest paid @ 27bps*	\$23.58	\$0.00

*bps stands for "basis points" and is equal to one one-hundredth of a percentage point (e.g., 40bps = 0.40)

Interest checking account

We recommend the County use our **Government Advantage Checking account**, to manage your depository needs while enjoying the benefits of an **earnings credit allowance**. You can also **earn interest on unused balances**. This full-service account is available only to government entities.

You will have unlimited access to available funds, with no limit on the number of transactions you can make.

Funds in these accounts are demand deposits — not investments — that when combined with other accounts in the same legal entity are insured by the FDIC to the maximum amount allowed. Additionally, we collateralize the funds in the account to the extent required by law.

Sweep investment

Sweep accounts provide you with an **automated solution for optimizing funds and earning interest** on balances invested overnight. Because investments are either overnight or short-term, the County has daily access to your money.

We also offer a credit sweep service that allows you to use bank account balances to pay down a line of credit. You can use the line of credit to fund a bank account that has fallen below a target balance amount. You can also choose to tie an investment sweep to the credit sweep account structure.

Once you determine a target amount (which can be zero), we sweep excess collected balances over the target amount from your checking account to an investment. Alternately, we sweep excess collected balances over the target amount to pay down a line of credit, depending on your cash flow needs.

Benefits	
<ul style="list-style-type: none"> Automated investment of funds 	By sweeping automatically each night, our service eliminates the need for costly and time-consuming manual funds movement to and from investment accounts.
<ul style="list-style-type: none"> Accuracy of funds transfer 	Sweep transfers occur after all the day's debits and credits post to your account. This helps ensure that the sweep won't accidentally overdraw your account.
<ul style="list-style-type: none"> Consolidated reporting 	With all of our sweep options, you receive a monthly statement that includes information on your balances and the interest paid on your investment . We offer daily confirmations with our Preferred and Repurchase Agreement options. Our confirmations provide you with sweep transaction activity and daily rates. You can monitor your sweep activity online using our information reporting service. We can also deliver your statements and notifications electronically.

Money Market Mutual Fund Option

We recommend the County use our Money Market Mutual Fund Option*. This option automatically sweeps excess collected balances into one of our Wells Fargo Money Market Mutual Funds:

- Government Money Market Fund (I-Share Classes)
- Treasury Plus Money Market Fund (I-Share Class)

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash.

If your checking account balance is above your target balance at the end of the day, we will automatically sweep the excess balance from your account into a FDIC-insured omnibus account† at the bank. At the beginning of the **next business day**, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.‡

† Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in the County's name until released for investment the following business day.

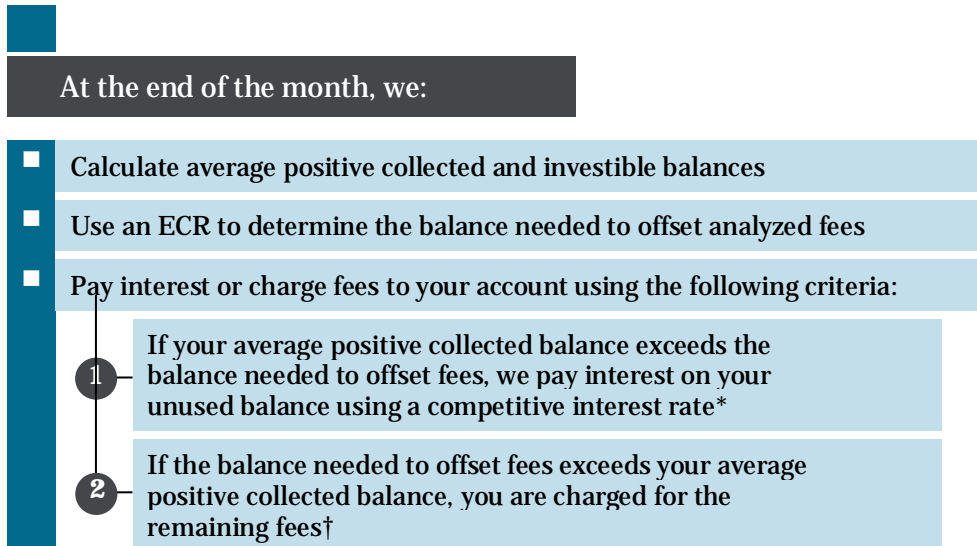
‡This is just a summary. For complete information, please see the *Wells Fargo Stagecoach Sweep Service* Description and the current prospectus for the *Wells Fargo Funds*®. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Funds*. Other affiliates of Wells Fargo & Company provide sub advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting wellsfargofunds.com, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

***Not FDIC insured, no bank guarantee, and may lose value.**

- c) **Provide the exact timing for the availability of monthly interest earnings and the date credit will be posted to the County's accounts.**

Interest checking account

Our Government Advantage Checking account is a unique, interest bearing account that uses an ECR to offset fees for services used, and then pays interest on any unused balances.



*The unused balance equals your average positive collected balance less the balance needed to offset fees.

‡The remaining fees equal the total fees less the earnings credit allowance.

Sweep investment

Our sweep services automatically sweeps your excess cash so you don't have to estimate available balances and make phone calls to your staff to transfer excess funds.

We describe our sweep process in the following paragraphs.

Investment and redemption

Our Money Market Mutual Funds Option^{1, 4} is a next-day sweep service. This means that at the end of each business day, we automatically sweep excess collected funds into a FDIC-insured omnibus account.^{2, 3} We then invest these funds the next morning when the market opens. Funds remain invested until your checking account drops below your target balance (which can be zero). If this occurs, we redeem shares and transfer funds to your checking account at the beginning of the following business day.

1. This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep Service Description* and the current prospectus for the *Wells Fargo Funds*. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Funds*. Other affiliates of Wells Fargo & Company provide sub advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member FINRA/SIPC, an affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting www.wellsfargofunds.com/html/mmf/sweep.htm, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.
2. Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit
3. Government deposits will continue to be collateralized in accordance with state or federal law and held in the County's name until released for investment the following business day.
4. **Not FDIC insured, no bank guarantee, and may lose value.**

Principal and interest credits

Our sweep service automatically credits principal to your checking account the day after we redeem your shares.

You can receive dividend payments to your checking account on the first day of the following month or we can automatically reinvest it.

We must credit your principal to the same account we debited, but we can credit your dividends payments to a different account.

Posting

Principal and dividend payments credit your checking account separately.

2) Alternative overnight investment arrangements

- a) **The County is interested in maximizing its investment return at the same time as obtaining maximum flexibility. Alternative investment vehicles may be proposed by the bank but only as an alternative proposal. Alternative proposals may be accepted, if they are considered "deposits" and thus covered by Chapter 280, Florida Statutes. The County reserves the right to accept or reject any alternative investment programs.**

Understood and acknowledged.

- b) **The interest rate on an alternative time deposit arrangement will be based on the Effective Federal Funds Rate. The County will consider proposals using basis point additions/deductions.**

Understood and acknowledged.

- c) **Sweeps into a repurchase agreement is an allowable form of overnight investment under the Board's current investment policy. The County desires to negotiate a Master Repurchase Agreement with the awarded bank where repurchase agreements will be the medium of overnight investment. A draft of the Master Repurchase Agreement is located at Exhibit F. If this is being recommended, the bank must supply an updated draft of the attached Master Repurchase Agreement identifying all requested modifications.**

The bank should disclose what the collateral will be, who the holder of the collateral will be, and whose name the collateral will be in.

Understood and acknowledged.

We recommend the County use our next-day sweep service Money Market Mutual Funds Option^{1,4} in lieu of a repurchase agreement.

With our Money Market Mutual Funds Option, at the end of each business day, we automatically sweep excess collected funds into a FDIC-insured omnibus account.^{2,3} We then invest these funds the next morning when the market opens. Funds remain invested until your checking account drops below your target balance (which can be zero). If this occurs, we redeem shares and transfer funds to your checking account at the beginning of the following business day.

1. This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep Service* Description and the current prospectus for the *Wells Fargo Funds*. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Funds*. Other affiliates of Wells Fargo & Company provide sub advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member FINRA/SIPC, an affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting www.wellsfargofunds.com/html/mmf/sweep.htm, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.
2. Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit
3. Government deposits will continue to be collateralized in accordance with state or federal law and held in the County's name until released for investment the following business day.
4. **Not FDIC insured, no bank guarantee, and may lose value.**

3) Custodial arrangements

The County will be separately negotiating a contract for custodial services. The awarded vendor for this RFP will not be allowed to serve as the custodial services vendor.

Understood and acknowledged.

F) Other services and conditions

1) The bank agrees to provide MICR check specifications to the check printer.

Understood and acknowledged.

2) The bank agrees to provide coins and currency at no cost to the County.

Understood and acknowledged.

3) The bank agrees to cash checks drawn against the accounts of the Board and the Clerk that are presented by Board or Clerk employees at its branch offices at no additional cost to the payee or the County. Any special requirements related to this must be included in your proposal.

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer's ability to meet the County's requirements (above).**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

G) Implementation services plan**1) Implementation services**

- a) **Provide a description of the installation and implementation process. (If transition from the current bank is necessary, a conversion process will be required).**

Wells Fargo currently provides the County with the services requested in this RFP; therefore, lengthy implementation challenges and costs are eliminated. For the implementation of new services arising from this RFP, your relationship team will work with you to identify the best solutions and processes so that we can efficiently transition into the execution phase of your implementation.

We recommend the County allow us to conduct a complimentary business process review prior to implementing any proposed changes. We have found that this helps to ensure that our implementation is focused on the areas where we can bring most value. This service is of no cost to the County.

- b) **Provide a detailed implementation schedule outlining:**

i. Timeline**ii. Task List****iii. Task due dates****iv. Assigned responsibilities****v. Contingent events****vi. Resource requirements (County and bank). Provide an estimate of the time required by County staff during implementation.****vii. Information requirements**

For any new services or modification to existing services, your treasury management consultant, Lynn Nieves, will work with implementation consultant, Heejung (Jenny) Shin, who will be your single point of contact throughout the process and will help determine timelines and responsibilities. Jenny will coordinate an implementation kickoff meeting to set expectations and document any potential issues that the team may encounter during the transition. In addition, she will conduct follow-up meetings as necessary.

- c) **Provide an acceptance test plan that includes the most specific means for validating that the implementation plan would be successful and timely.**

For any new services, we work closely with you to make sure that the services are working properly. Together with the County, we will monitor your first transmissions, first transmission file postings, and other new transactions. If any problems arise, we'll quickly identify them and assist you in taking corrective actions.

d) Describe the level of support to be provided by the bank during implementation.

If necessary, your dedicated implementation consultant can provide additional training, as needed, and will supplement online learning solutions so you receive full training support.

e) Describe the process to convert historical data currently available and maintained by the current bank.

Not applicable, as Wells Fargo currently provides the County with the services requested in this RFP.

f) Describe, on average, how long it has taken your customers to fully implement banking services for institutions the size and complexity of the County.

Implementation timeframes vary by customer. Depending on the staff time dedicated estimated timeframes are six weeks to twelve weeks for general banking services.

g) Do you have any customers that have not:

i. Implemented in the timeframe required?

ii. Been able to interface with your systems? If so describe in detail the situation?

We do not keep statistics around the implementation of new services.

h) Describe a conversion plan to transfer assets of the County to your financial institution.

i. For each type of service under Scope of Work indicate all steps required to transition and establish services. The transition should indicate steps for the County, the bank and our vendors.

As previously stated, Wells Fargo currently provides the County with many of the services requested in this RFP; therefore, lengthy implementation challenges and costs are eliminated.

i) Include a description and example of any required setup for new account establishment, authorized signers, electronic system users, etc.

Should the County need to open additional accounts or add authorized signers, contact your relationship manager, Vicki Parker.

Your company administrators can use our online administration service to add, disable and delete users to our online banking portal easily and perform other administrative functions.

j) Indicate any fees you will charge for implementation services as proposed in Exhibit C.

The County will not be charged implementation fees for the services currently provided by Wells Fargo.

H) Training services

- 1) **Describe the training available to County employees on the use of bank systems. Bank shall provide, at a minimum, online training services on the use of software provided by the bank during implementation and throughout the length of the contract.**

All required services are already in place resulting in an efficient and cost effective continuation of the County's existing banking relationship. At any time during the course of the contract, Wells Fargo understands that the County may add new products or services.

For new products or services, we will work with you to determine your training needs. Based on your needs, we can create a customized plan that consists of a variety of solutions ranging from instructor-led webinars to self-paced resources. We offer training for your administrators and users. In the following paragraphs, we describe the training options available to you.

Online learning resources

Training for services provided through our online banking portal is available to the County during all phases of your implementation. You will also have access to these tools on an ongoing basis once implementation is completed. Training includes webinars, on-demand modules, and a variety of self-paced learning tools.

Instructor-led webinars

You can register for online instructor-led and interactive training sessions by our award-winning Treasury Learning and Consulting team.* You will have the opportunity to ask the instructor questions, find solutions to specific issues, and chat with other users.

*2019 Stevie Award recipient, The Treasury Learning & Consulting Customer Training model.

On-demand modules

We provide on-demand training modules that are available through our online banking portal 24 hours a day, 7 days a week. This approach offers greater flexibility so that your users can train when it is most convenient for them.

Self-paced learning tools

If you prefer to learn at your own pace, we offer the following resources:

- **User guides** — provide an overview of your services, along with detailed information about your services
- **Quick reference guides** — offer you at-a-glance information about specific tasks related to your services
- **Online demo tool** — allows you to become familiar with and practice navigating our online banking portal

Training with your implementation consultant

Your dedicated implementation consultant can provide additional training, as needed, and will supplement online learning solutions so you receive full training support.

Post-implementation training

After your implementation is complete, you can call or email your dedicated client service officer, Nicole Nieves, who can help you and your staff with questions about your new banking services.

- 2) **Indicate any fees you will charge for transition or training services as proposed in Exhibit C.**

As all services required by the County in this RFR are currently in place; therefore, no transition or training services are necessary.

I) Relationship reviews

- 1) **The County will require ongoing relationship reviews as a part of the service.**

Understood and acknowledged.

- 2) **Describe your plan for providing ongoing relationship reviews.**

Understanding the performance of your treasury management products and services is essential to achieving the County's goals. To assist in meeting those goals, your dedicated relationship manager, Vicki Parker and treasury management consultant, Lynn Nieves, will continue to provide on-going support, feedback, and guidance.

Vicki and Lynn will meet with you to review your accounts at least annually or more frequently as desired by the County.

J) System and Organization Controls (SOC) and Payment Card Industry (PCI) Data Security Standards (DSS)

Confirm bank's ability to meet the County's requirements for Internal Controls of a Service Organization and PCI DSS which shall include the following:

Information to confirm or provide:

- a) **Provide a Service Organization Control (SOC) Report for both the bank and the lockbox provider for the most recent reporting period. Also confirm this report will be provided annually over the contract term.**

Wells Fargo Treasury Management contracts for an annual SSAE 18 examination. Results are issued in an SOC 1 report. We have provided this to the County on an annual basis.

Our internal audit department conducts ongoing and thorough examinations as they relate to our internal controls to ensure compliance with industry standards as well as policy and procedure.

Wells Fargo provides products and services that are subject to careful review and analysis before they are introduced to customers. We are obligated to our customers and shareholders to protect the safety and soundness of our organization.

- b) **Where the bank is involved with the storage, processing or transmittal of payment card account information, it must agree to:**

i. Establish security procedures to protect cardholder data and comply with the PCI DSS.

ii. Provide a PCI AOC attestation of Compliance Summary of the last four quarters.

iii. Provide vulnerability scan results from a qualified and approved scanning vendor.

Wells Fargo acknowledges that it can meet this requirement if applicable as currently the County utilizes a different vendor for credit card processing.

All Wells Fargo processing partners have been validated as PCI DSS compliant. For the current list of Visa® validated providers, please visit www.visa.com/cisp. Please note that Wells Fargo Merchant Services will only work with PCI DSS compliant POS systems.

- c) **Bank agrees to comply with all applicable laws that require the notification of the affected parties in the event of unauthorized release of cardholder data. In the event of a breach of any of the Bank's security obligations or other event requiring notification under applicable law, the Bank agrees to assume responsibility for informing all such affected parties in accordance with applicable law and to indemnify, hold harmless and defend Pinellas County and its officers and employees from and against any claims, damages, or other harm related to such a breach.**

Currently the County utilizes a different vendor for credit card processing.

To protect customer information, we have implemented logical and physical controls reasonably designed to prevent unauthorized access to information under our control. We maintain comprehensive processes to detect and report security breaches, including:

- Loss of equipment containing customer information
- Loss of physical or electronic files and information
- Unauthorized access to our networks

We test our information breach security plan regularly. For data security reasons, we do not share our specific information security plans, policies, or processes externally.

Our formal incident response procedures include prompt detection and reporting of real or suspected information security incidents. Any Wells Fargo employee who believes an information security incident has occurred must report it promptly to Wells Fargo Corporate Security.

As a nationally chartered bank, we comply with all applicable Federal Government security breach regulations and reasonably report possible information security or privacy breaches to our primary regulator, the Office of the Comptroller of the Currency (OCC). In the event of a breach, we also contact affected customers. In cases where we act as a vendor, we notify the data owner of the breach, and reasonably cooperate with and support the data owner during the security response process, as required by law.

- d) **Please confirm the proposer's ability to meet the County's requirements for Internal Controls of a Service Organization and PCI DSS (above).**

Wells Fargo acknowledges that it can meet this requirement if applicable as currently the County utilizes a different vendor for credit card processing.

All Wells Fargo processing partners have been validated as PCI DSS compliant. For the current list of Visa validated providers, please visit www.visa.com/cisp. Please note that Wells Fargo Merchant Services will only work with PCI DSS compliant POS systems.

K) Business continuity and recovery

- 1) **The County requires the bank to have a Business Continuity Plan in place to ensure minimal disruption to County Operations in the event of an outage or natural disaster. The County requires the bank to provide offsite backups as well as have the ability to use the banking System from remote locations in the event of an extended outage or natural disaster. For the safety of Pinellas County citizens and for continuity of vital services, the County must be able to process online banking transactions.**

Understood and acknowledged.

- 2) **The County requires the Banking System to be up 24/7, 365 days per year except for normal operational maintenance. The County expects to be notified of planned system outages, one week in advance when possible. The relationship manager should notify the County immediately when an unplanned outage occurs.**

Understood and acknowledged.

Information to confirm or provide:

- a) **Please confirm the proposer’s ability to meet the County’s requirements for Business Continuity and Recovery.**

Wells Fargo acknowledges that we can continue to provide the County with the services as described above.

- b) **Please describe your enterprise-wide business continuity plan. Provide a detailed description of your bank's business continuity strategy and the location of alternate sites for all processing related to the County's accounts.**



We have formal **teams dedicated to managing our ongoing disaster recovery and business continuity planning efforts**. Our Enterprise Business Continuity Planning office sets the standards for our organization. Each line of business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

Disaster Recovery

Standard elements of our programs include:

- Annual plan review, testing, and maintenance
- Identification of alternate strategies and recovery procedures
- Identification of internal and external dependencies
- Identification of potential risks and controls for mitigation
- Prioritization of business functions and technology
- Procedures for communication with customers, suppliers, and essential staff
- Recovery of technology and data

Enterprise general program elements

Testing recoverability

We update and test disaster recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential line of business recovery procedures at least annually. We also exercise critical systems at least twice a year.

Critical functions

After a disruption, **we prioritize restoring and maintaining normal service levels for our critical functions.** We have teams on call 24 hours a day, 7 days a week, ready to respond to a disruption.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff. We have identified the main areas most commonly affected, and provide our general approach to each in the following paragraphs.

Teams on call
24 hours a day, 7 days a week, ready to respond.

Data centers

We quickly engage our technology teams when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period.

In most situations, we can restore service at a primary data center for critical services within 12 hours.*

We have strategically dispersed our data centers across multiple locations to minimize potential disruption within a specific geographic region.

*This does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Operation centers

If a disaster occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

We have strategically dispersed our operation centers across multiple locations to minimize potential disruption within a specific geographic region.

Treasury management-specific program elements

In addition to our enterprise general program elements, we have incorporated the following treasury management-specific elements into our disaster recovery and business continuity plans.

Communication

We offer the following notification methods to inform you of a service disruption, including:

- Phone calls or emails from your client service officer
- Front-end messages advising the County about system issues; available when you contact Treasury Management Client Services through our toll - free number
- System status alerts displayed on the homepage of our online banking portal

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, your relationship team or client service officer, Nicole Nieves, can help. They have access to bank systems and can provide you with the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking portal

If the online banking portal experiences a disruption, we will use our backup environment or invoke product recovery plans as needed. We maintain a duplicate environment of our online banking portal in a separate location. We actively monitor the readiness of the alternate site by using it to deploy code enhancements and enact disaster preparedness simulations.

Mobile service*

We have a backup environment for our mobile platform in the event of a system outage. Our mobile service and online banking portal channels use different web addresses and user interfaces. This means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking portal is disrupted.

Additionally, our mobile token feature allows users to use their mobile device in place of a physical token to access secure services. This can be helpful in instances where users are separated from their physical token by a disaster event.

*Requires iOS version 10.1 or higher, or Android version 7.0 or higher.

Backup strategies for core services

ACH

If we invoke a disaster recovery or business continuity plan, processing will divert to the backup site as necessary. Our primary and backup sites are in different geographies to minimize potential disruption in one location. All sites (primary and backup) are staffed and operational, using redundant systems as appropriate. We conduct regular testing of our ACH direct origination capabilities to maintain optimal reliability and effectiveness.

Although we have geographically dispersed backup sites and processes for automatic processing of ACH transactions, manual workarounds may become necessary, depending on the nature and severity of a specific disaster or emergency. For example, we can reprocess your last payroll file if you are unable to transmit it through your usual channel. If manual workarounds do become necessary, we'll work with you on a case-by-case basis to determine the most effective way to process files.

ACH Fraud Filter

Business disruptions can create opportunities for fraud. It is important that during a disruption you can continue to view details and make decisions on your ACH transactions. You can access our ACH Fraud Filter service online, through our mobile service, or you can obtain ACH information by calling your client service officer, Nicole Nieves.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, we will divert functions to an identified backup site as needed. Receipt or delivery of cash may be delayed due to the transportation distance between you and the backup site. If such an event occurs, we will take reasonable action to resume our normal cash delivery service levels as soon as possible, given available transportation options.

Wires

When we invoke a disaster recovery or business continuity plan, processing diverts to a backup site. Each backup site has the ability to accept transferred workloads (including telephone calls).

We maintain redundant connections to two different Federal Reserve Banks in order to minimize potential disruption within a geographic region. We conduct comprehensive joint testing with the Federal Reserve Bank on a quarterly basis.

You can also enroll in a backup wire transfer channel. For example, you can choose from telephone-initiated wires or our mobile service to access select functions of our wire transfer service.

ARP and positive pay

If you are unable to access our online banking portal or send files using data transmission because of a business interruption, you can still key small-volume issues, cancellations, and voids through our mobile service.

Remote deposit

We automatically store checks that you scan using our remote deposit service on our servers. If a power outage or other disruption prevents you from completing a deposit, it remains in a pending deposit status. It will remain in this status until you can access the system again. You will have the opportunity to review the deposit before submission to the bank to help ensure the inclusion of all your checks. As a backup, you can make deposits using our mobile deposit service* or take your deposit to a Wells Fargo branch.

*Supported devices include iPhone, iPad, and Android.

Transmission service

We have a backup environment for our browser-based transmissions service. It includes an alternate website in case our online banking portal is unavailable. As a best practice, we recommend that customers leverage URLs if using automation scripts and not IP addresses, which are subject to change.

Keeping current

To keep current with changes in the business continuity and disaster recovery industry, **we're active in forums that discuss and share best practices.**

These forums include the following:

- 1 Disaster Recovery Journal
- 2 Disaster Recovery Institute International
- 3 Global Continuity
- 4 Business Continuity Institute

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Optional services

It is the desire of the Board and the Clerk to consider additional or enhanced services not currently provided to the County under the current banking services contract. List any prospective banking services not requested in the proposal. Please provide a brief description of the service, why the service would be beneficial to the County, user requirements, the bank's capability to provide the service, a schedule of service charges, and projected cost of software, hardware and/or equipment required.

- a) **Recommendations on Zero Balance Accounts (ZBA), Sweep Accounts or potential account structures that will assist in more efficiently and effectively managing and maintaining our bank accounts.**

In addition to your current account structure, we discuss alternate solutions such as zero balance accounts and subaccounting in this section, based on our understanding of the County's particular desires as it relates to reconciliation and how the accounts will be used.

Zero Balance Accounts

Gain greater control over your cash position with our zero balance account (ZBA) service. When you maintain multiple accounts, making cash management decisions and transferring funds between accounts can be time consuming. A ZBA arrangement helps you control, manage, and maintain your cash balances automatically.

How it works

You will have one parent account with multiple child accounts linked to it. At the end of each business day, we automatically transfer funds to or from your parent account to bring all child account balances to zero, or some other target amount you select.

Because funds are concentrated in the parent account, you will only need to look at one account balance when making cash management decisions or determining if you have adequate balances to fund disbursements.

In addition, because the ZBA service automatically transfers funds to and from your child accounts, you don't need to initiate manual transfers to fund disbursements or concentrate deposits.

You set the structure

You can structure your ZBA arrangement to meet the County's specific needs.

Decide how you will use child accounts

Depending on your organization's structure, you may want to limit your accounts to certain types of activity.

You can set up child accounts for the following uses:

- Disbursements only
- Collections only
- Multipurpose (collections and disbursements)

Include multiple account tiers

The service supports up to nine tiers of accounts with an unlimited number of accounts at each tier.

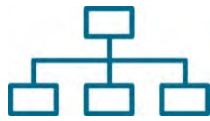
Subaccounting service

Simplify administration of your depository network with our subaccounting service.

The service simplifies administration of your multistate deposits by using individual subaccounts to **automatically identify all transactions within a single demand deposit account**. This structure involves subaccounts that would only be able to accept deposits. If the County wants the ability to issue checks and accept deposits, we would recommend a zero balance account structure as described earlier in this section.

How it works

Account structure



transactions.*

The account structure includes one parent account linked to multiple subaccounts — one for each of your locations. We will associate the subaccounts with your internal location codes and names. You will use the subaccount numbers on deposit tickets and for electronic

*You cannot issue checks drawn on subaccounts. However, you can issue checks drawn on the parent account.

Transaction identification by location

The service automatically identifies nearly all transactions by location, including:

- **Adjustments**
- **Change orders**
- **Deposits**
- **Electronic transactions (ACH debits and credits, merchant card transactions)**
- **Returned items**

Funds flow

You will use your subaccounts for all transaction activity; however, the transactions won't post to the subaccounts. At the end of the processing day, we automatically post each individual transaction to your parent account.

Reporting



You can view all previous day account activity at the parent account level. The reports clearly indicate the location code and location name associated with each transaction. Intraday reports are set up at the subaccount level.

You can also choose to use deposit location reporting, which works in conjunction with our ARP service. The service provides sorting and subtotaling of deposits by location.

b) Enhanced Lockbox services.

Online bill payments provide a convenient, simple, and paperless way for your customers to pay you. However, many bill payments initially submitted online can still end as mailed paper checks by bill service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in further processing delays for you.

Our electronic lockbox service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file.

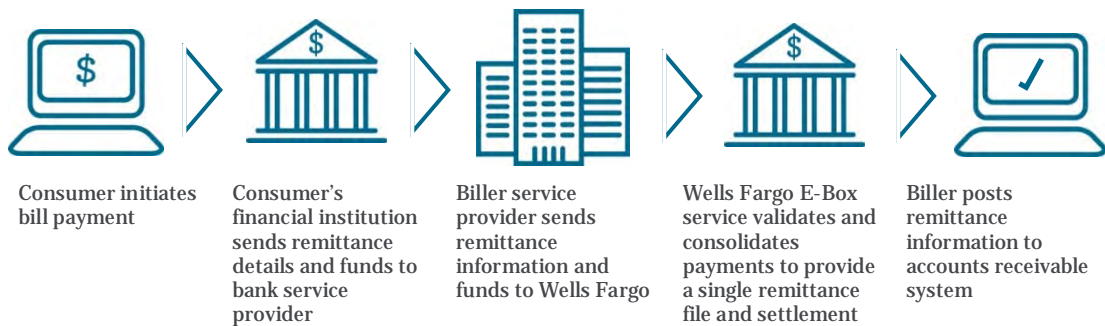
You use the file to **automatically** update your accounts receivable system and apply credits to your customers' accounts.

With our service, you can increase your straight-through processing rate of receivables and **minimize your staff's time spent handling exceptions.**

Our electronic lockbox service accepts payments from all major bill service providers, consumer credit counseling centers, and walk-in bill payment providers.

How it works

When you sign up, we'll notify the bill service providers in our network that you can receive payments through our electronic lockbox service. The following graphic shows the flow of a bill payment through the various channels using our electronic lockbox service.



The County receives a single ACH credit to your deposit account.

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions.

We'll suspend payments that include errors or exceptions. You will have the option to review the suspended payments online and decide what to do with them. You can also simply instruct us to reject and return payments that don't meet your validation routines to the originator.

The following shows examples of the validation routines the County can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure.
Check digit*	Uses a mathematical equation to determine if an account number is valid.
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing. This database can correct inaccurate account information your customer enters and can make account number changes that may occur due to a merger, acquisition, or system change.
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide.

Validation routine	Description
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide.

*Applies to credit card billers.

Online payment management and research

Manage payments

With our electronic lockbox service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate NOCs to payment originators

Dual control

For added security, a second person can review and approve all changes initiated by another user.

*The functions you can perform depend on the features you select during implementation.

Research

The County can view and research processed payments and access information for reporting and trend analysis.

Payment history

You can locate transactions using the search criteria in the following table.

Search criteria		
Account number	Billor ID	Processed date
Amount	Consumer name or account number	Trace number

You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML and PDF formats, and export data for manipulation and analysis in XLS and CSV formats.

Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML and PDF formats, or export in CSV and XML formats.

c) NSF/ACH conversion for representment of NSF checks.

We offer a RCK service that provides a highly automated process for electronically representing checks returned for nonsufficient or uncollected funds. Our Electronic Returned Items service converts your returned check to an electronic ACH debit. This service may increase the collection rate and may allow you to collect the funds more quickly.

Eligible checks

Per Nacha operating rules, to be eligible for check conversion, the check must:

- Contain a pre-printed serial number
- Not contain an auxiliary on-us field in the MICR line
- Be in an amount of \$2,500 or less
- Be completed and signed by the check writer

Notice requirements

You must provide standard notification to customers at registers or on mailed invoices. We include sample language in the following paragraph.

In the event that your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically. If, in the ordinary course of business, your check will not be provided to you with your bank statement, you can contact your financial institution to retrieve a copy.

Levy of collection fees

You must provide notice, in accordance with applicable law, informing check writers of the fees that you will charge for returned checks. For example, you can post a sign at your place of business.

We can help you collect service fees for returned checks by automatically generating the returned check fee on your behalf once the original returned check is considered settled.

According to set redeposit parameters, if the service fee debit is not returned within a predetermined timeframe, you receive your credit for the service fee.

During implementation, we will help you to understand the procedures and restrictions of this service.

Number of presentments

By converting your returned checks into ACH debits, you can re-present items twice instead of the standard one time associated with a paper check. A second re-presentation gives you an additional chance to collect on returned checks, and helps increase your collection rates.

You can also choose from the following timed re-presentation options:

- Any day of the work week (Monday through Friday)
- Any day of the month — for example, the 5th, the 15th, the last day
- Two to nine days before re-presenting

Retention of original returned item

We no longer retain original checks or receive original returned items. You will receive an image replacement document, if an RCK item is charged back to your account.

In compliance with Nacha rules, we retain images of checks that have been converted into electronic return entries for seven years from the settlement date.

d) Stored Value Cards (Payroll).

We regret that we are unable to provide stored value or payroll cards.

However, we can provide an electronic payment alternative for your consideration using Disbursements with *Zelle*. With this service, you have the ability to pay any consumer with a U.S.-based bank account securely, efficiently, and cost-effectively. You can replace check payments to consumer payees with electronic payments using your payees' email addresses or U.S. mobile phone numbers – all within your existing payment workflow.

e) **Deposit Reconciliation Services.**

While we don't offer a deposit reconciliation service, we do offer deposit location reporting as part of our ARP services.



Use one checking account to consolidate deposit activity and identify deposits, returned items, and deposit adjustments from various locations.

If you want to use **one checking account to consolidate deposit activity** and need to identify deposits, returned items, and deposit adjustments from various locations, then adding our deposit location reporting service to your account is the option for you. This service is available with our partial or full ARP services.

How it works

The service **sorts and subtotals deposits** by location and includes the location name on your ARP statement and optional ARP reports, letting you more easily reconcile your account. You can access the reports by electronic transmission, view and save them in PDF format, download them in Excel or CSV formats, or receive paper reports.

Report options	
Deposit Detail report	Lists individual deposits, returned items, and adjustments for the statement period. Credit, debit, and total activity are subtotaled for each location.
Return Detail report	Lists returned items, subtotaled by location, for the period.
Deposit Recap report	Summarizes all deposit-related activity (credits and debits) by date and subtotaled by location, for the period.
No Activity report	Lists locations for which no activity posted during the statement cycle.

Identifying your locations

There are variations to how we identify your locations when you use our subaccounting service versus when you use a standard demand deposit account.

Subaccounting helps ensure accuracy

With subaccounting, each of your locations will have a unique subaccount number linked to a single parent account. You will provide your internal location codes and names that we will associate with the subaccounts.

You will use the subaccount numbers on deposit tickets and for electronic transactions so we can easily identify and report nearly all transactions (such as deposits, returned items, adjustments, ACH debits and credits, and merchant transactions) for each location.

Use encoded deposit tickets for regular accounts

To identify the location making the deposit, you will use numbers — of up to 10 digits — in the on-us auxiliary or serial number field of a deposit ticket's MICR line.*

*To serialize deposit tickets by location, a portion of the 10 digits must be available for the serial number. We suggest using two to six digits for your location number with a maximum of 10 digits for the entire location and serial number.

f) **Web links for Internet Payment for Services.**

Electronic bill presentment and payment service

Our electronic bill presentment and payment service provides a **secure** and **convenient** option for **your customers** to **view and pay their bills online**.

It helps you reduce:

- Collection time
- Manual exception processing
- Days' sales outstanding
- Receivables processing costs

At the same time, it lowers your print and mail costs because fewer customers will require paper bills. Additionally, convenient email and mobile phone bill notifications remind your enrolled customers that payments are due.

The service, which hosts the bill payment webpages, is cost-effective, easy to implement, and branded to your identity.

A **turnkey solution** that **works with your existing systems** and doesn't require webpage development or extensive support from your information technology resources



Flexible bill presentment and payment options

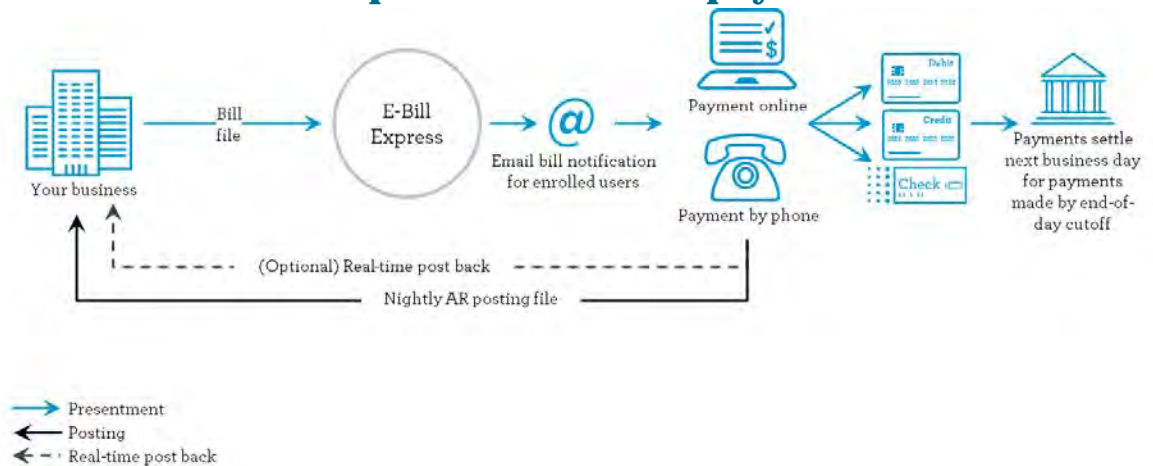
At implementation, you choose the configuration options that are most efficient for your organization and meet your customers' expectations. This can increase the likelihood that your customers will choose to view and pay their bills electronically.

Decide how much information your customers see

You can provide your customers with detail or summary bill presentment in HTML format, or you can provide PDF bill presentment. The payment page displays:

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields, for example, a purchase order number

How electronic bill presentment and payment works



g) Overdraft Protection Service.

In the event an overdraft should occur in a County account, your relationship manager, Vicki Parker will contact you to determine the desired disposition of the item(s).

We calculate overdrafts on an individual account level.

We charge for both overdrafts and for the use of uncollected funds.

Vicki will set overdraft fees on a per item basis.

We calculate the rate for uncollected funds based on our prime borrowing rate. The formula for this fee is:

$(\text{average daily negative collected balance} \times \text{overdraft rate} \times \text{days in period}) \div (360)$

We can offset these fees (overdraft and uncollected funds) by the earnings credit allowance.

h) Fraud Protection Services.

We offer a customized fraud analysis report that includes:

- Review of your account activity and treasury management services in use
- Identification of potential fraud risks

Examples of potential risks are check-writing accounts not enrolled in a positive pay service and accounts without ACH debit blocks.

Fraud protection services

We offer many solutions that put controls in place as fraud protection measures.

Our Payment Authorization service, for example, helps prevent unauthorized transactions by placing dollar limits on checks and over-the-counter withdrawals. Our service prevents individuals from cashing checks at the teller line.

We offer positive pay services that systematically compare checks presented for payment to the check issue information that you provide to us. The bank makes the comparison in order to detect mismatched serial numbers and dollar amounts, which can be evidence of fraud. To stop thieves from passing legitimate checks with altered payee names, we offer an optional payee validation service. We pay payee matches. Through *CEO Fraud Manager*, we provide images of payee mismatches for you to view and make decisions on unresolved exceptions to pay or return them.

You will have better control over the ACH debits that post to your account when you use our ACH Fraud Filter service. You can choose to use our stop option and automatically stop all ACH debits — except those that you specifically preauthorize — from posting to your accounts. You can also choose our review option, which presents the transactions to you for pay or return decisions.

The County can use our *Perfect Receivables* service to establish proxy account numbers to route incoming ACH and wire payments. The proxy account number takes the place of your account number. This substitution makes your actual account number unavailable to thieves, which helps to deflect fraud before a thief attempts to steal the account information.

Our cyber fraud measures include several layers of monitoring and multiple systems that secure your account and transaction information. For example, we require secondary authentication for all high-risk transactions such as online payments, foreign exchange, and online administration services.

Your treasury management consultant, Lynn Nieves, will discuss your Fraud Protection Service Report with you to help you determine which services will best help to protect the County against fraud.

i) Automated Cash Vault or similar Services.

The remote cash capture process provides daily provisional credits to your bank accounts. The smart safe holds your deposit until your armored carrier picks it up. The service can allow the County to accelerate cash flow by one to two days.

The deposit procedures increase employee efficiency and productivity, improve deposit accuracy, and improve employee safety.

How it works

To implement our remote cash capture solution, the County will choose an armored carrier to install bill validating and counterfeit detecting safes in your locations. Your employees will simply insert currency into the bill validators. The safe counts the cash, examines the bills, and rejects any bills suspected of being counterfeit. It also tracks deposits by employee PIN.

The safe prepares your deposits and then reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank.

The safe holds your cash until your armored carrier picks it up for delivery to the carrier's cash vault. The carrier also brings coin and currency to your safe.* Depending on your safe's capacity and cash volume, you may be able to reduce the number of courier pick-ups that you need per week.

* Smart safes do not dispense coin or currency.

In addition to currency deposits, the remote cash capture safe handles:

- **Manual deposits** – used for unfit and rejected bills as well as occasional checks or travelers' checks
- **Change order deposits** – used to allocate a deposit to offset the debit charge for a change order made, which simplifies your reconciliation process

Reporting

You can access transaction information either directly from the safe or through the armored carrier's online portal. You can program your safe to print deposit reports in amounts by employee, by shift, and by day. Reports identify each type of deposit – currency and manual – by a different description on your reporting services, which simplifies reconciliation.

Deposit cutoff times

The County receives provisional credit for check and cash deposits that you make in the safe's manual drop slot. The cutoff times (local) are determined by service level.

Type	Cutoff time (local time)	Provisional credit received
Standard service deposit credit	3:00 a.m.	Next business day at end of day
Premium intraday service deposit credit	4:00 a.m.	Next business day by 8:00 a.m.

j) Account Validation Services and associated costs.

To reduce transaction fraud, we partner with Early Warning Services to offer Account Validation services (AVS) that provide real-time account ownership and account status screening functionality.

You can use our services for ACH, check, and wire transactions. AVS can help you **enhance productivity, save time, and prevent unnecessary losses** while maintaining a high level of customer service.

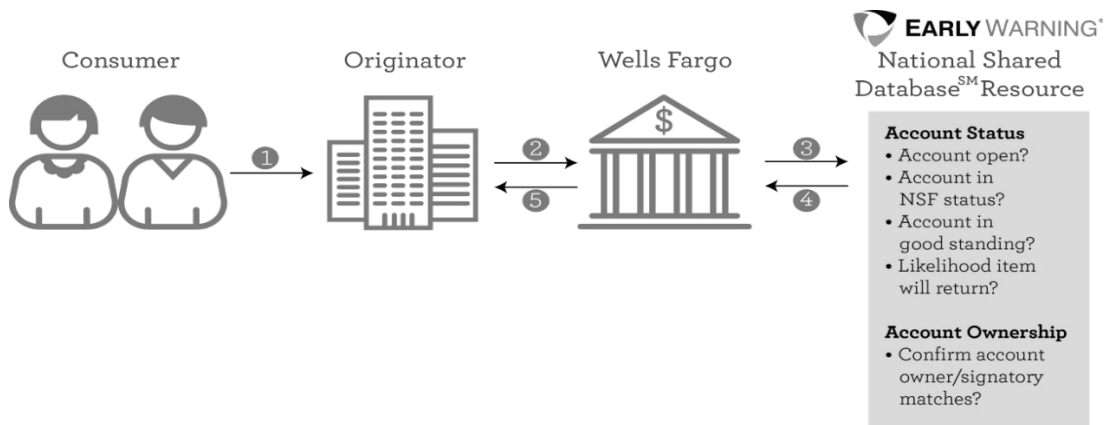
Solutions

Our services use analytics, a large network of contributed intelligence, and cross-industry data from hundreds of financial services organizations. With our Account Status and Account Ownership services, the County will receive advance notification of both low-risk and potentially high-risk transactions.

Our services work with payments received in the mail, over the telephone, through the internet, or in person. In determining whether to accept a payment for processing the County will extract and transmit information through an inquiry to Early Warning Services. The service then compares the inquiry against the National Shared Database™ and provides a response. You will receive results in real time or on your net-day report, depending on which method you choose.

Account Status	This service confirms whether a deposit account (checking or savings) is open and active and if there is a risk of an ACH or check return. The Account Status service is best suited for your customer-initiated online payments and internal real-time systems such as those supporting call centers or stores.
Account Ownership	This service performs identity-to-account validation, including such key owner elements as name, address, Social Security number, and phone number. It supports enrollment for recurring ACH payments and screening of one-time ACH, wires, and check payments.

How it works



Other services

Batch	This service provides back-office support of your high-volume batch payments.
Graphical User Interface (GUI)	This service is a user interface for low-volume payments where the account status or account owner data is entered manually and an immediate response is desired. It is best used for walk-up bill payment windows and for call center agents.

k) Other additional or enhanced services offered by the Bank.

Application programming interface

Our treasury management application programming interface (API) solutions support your ability to offer services online and on-demand. APIs create **fast and easy** communication between software so that you **use your own system** to:

- Initiate banking transactions on demand
- Receive real-time responses with banking data and payment status
- Originate time-sensitive payments at any time, so that you supplement batch processing

The County’s developers will take the programming instructions from the *Wells Fargo Gateway*® API Channel and use them as “plug and play” technology. They’ll create the exact back office workflow and customer portal environment that you envision.

Our technology support team will support your efforts to design and improve your digital experience. This team is available while you are deciding on a solution, during implementation, and for post-implementation support. You will have access to our complete collection of APIs, full-featured online workspace, and developer portal.

Our increasing collection of treasury management APIs includes:

Do business more **easily**, operate in near **real time**, and **reduce the cost and amount of time** associated with reconciling your accounts and figuring your cash position.

In production	
API capability	Description
▪ Account Aggregation	Your customers give explicit consent to share financial data, and you receive real-time account information directly from Wells Fargo, eliminating credential sharing and invasive account access

In pilot*	
API capability	Description
▪ Account Balance	Retrieve balances and run cash positions for one or more accounts
▪ AVS	Verify account status and ownership in near real time
▪ AVS Logic Box	Verify account status and ownership instantly, without having to decipher code – we’ll translate it for you
▪ ACH Payment	Originate ACH transactions (debits and credits) through your own system at any time

In pilot*	
API capability	Description
■ ACH Status	Request and receive the status of any ACH transaction, originated through any Wells Fargo ACH origination channel
■ Image Retrieval	Search for and retrieve images of paid checks and deposited checks through your own system
■ Push to Card	Originate credit disbursements through consumer and small business debit cards
■ Push to Card with Secure Capture	Integrate a payment page into your website or mobile app, allowing your consumers to enter their debit card data — it's tokenized for push to card payments and stored outside of your servers
■ Transaction Detail	Retrieve transaction details for one or more transactions, on one or more accounts
■ Wire Payment	Originate wire transactions (book transfers, templated, free-form, and drawdown) through your system at any time
■ Wire Status	Request and receive the status of any wire transaction, originated through our online banking portal or Wire Payment API

In development*	
API capability	Description
■ ACH Exception Reporting Webhook†	Receive details on your ACH returns, NOCs, deletes, reversals, and rejects
■ Disbursements with Zelle	Originate electronic disbursements to your customers using only their email address or cell phone number

*In pilot and under development. This status is subject to change or cancelation. We cannot guarantee when the functionality will go to market.

†A webhook is a push notification that Wells Fargo sends to a URL that you provide. It alerts you of payment or transaction-related events. You may request specific alert types.

How it works

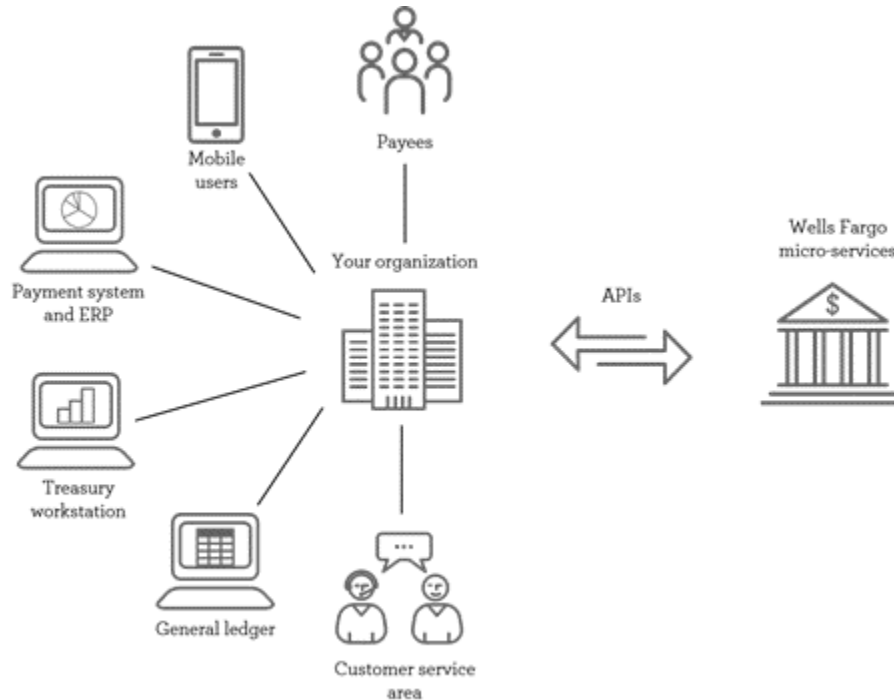


Image file import

Our Image File Import service provides data and images for paid checks, deposited items, and returned items, wholesale lockbox items, if you need to maintain an image archive.

Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you will choose which format (XML or PDF) you want to use for your files. Paid checks, deposited items and returned items files consist of an XML-formatted file containing index information and a zipped image file containing associated images. Lockbox images are delivered in a zipped file containing an index file and images.

With the Image File Import service, your images will be in-house when you need them to expedite internal and external customer research.

Because your images are delivered electronically, we eliminate not only physical storage expenses, but also the need to package and transport paper checks and media, such as CD-ROMs and DVDs.

Consolidated payables service (Payment Manager)

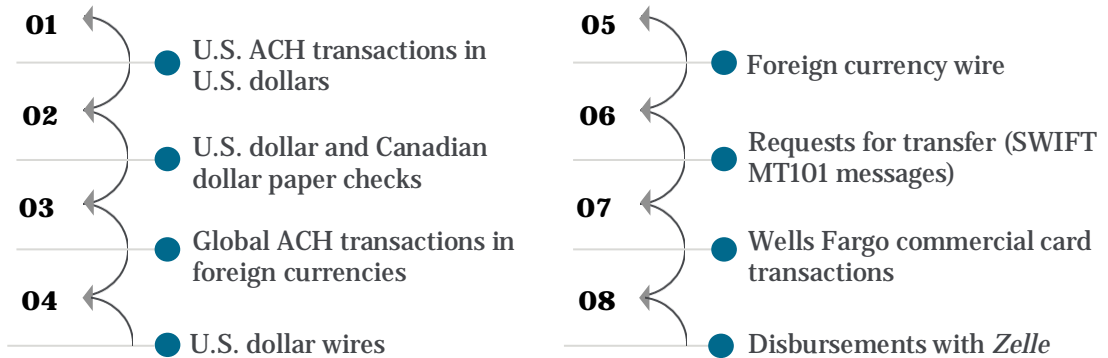
You can send consolidated payables files to **streamline** and **automate** your payment and remittance processes, strengthen trading partnerships, drive working capital, and improve operational efficiencies.

By reducing the use of paper documents and manual data entry, you **minimize mistakes** and **increase efficiency**.

Payment types

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; **we will separate the payments by type** and process them accordingly.

Your file can include the following payment types:

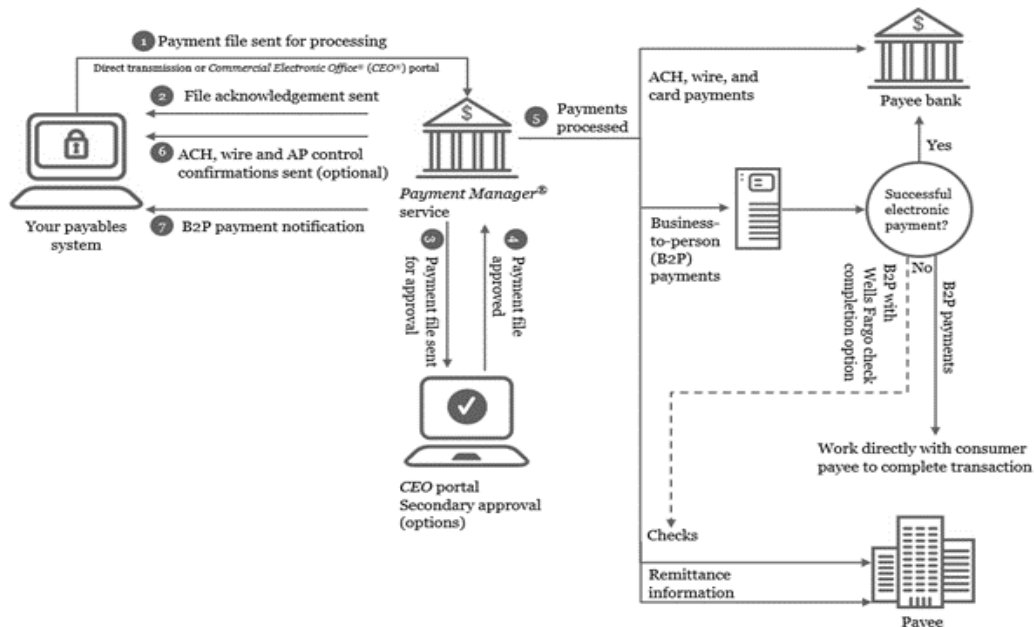


Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

How it works

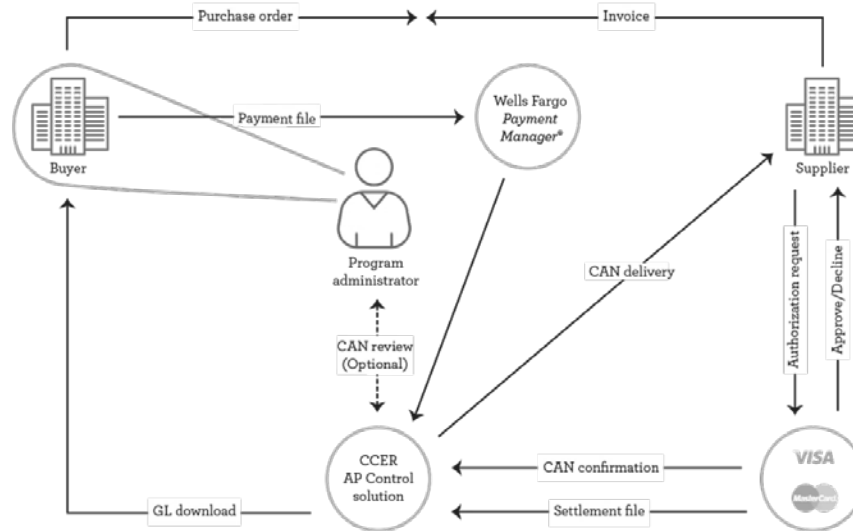


Accounts Payable Control

With our Accounts Payable Control (AP Control) service, the County can make accounts payable payments to your suppliers using unique, virtual account numbers. Because your suppliers never have access to your commercial card account number, you have an added level of security and control.

Our Supplier Analysis and Onboarding service helps the County analyze your supplier list and develop a strategy to enroll suppliers to accept card payments. Your suppliers receive full support from our supplier enablement team, and you get the convenience of paying your suppliers by card.

How it works



Appendix

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EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL A-I General Account

Bank Name Wells Fargo Bank, N.A.

Enter "0" if providing the service free of charge

Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK905	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	\$1.0000	(59)	-\$59.0000
01 0000	CK001	ACCOUNT MAINTENANCE W/ CHK RETURN	\$5.0000	12	\$60.0000
25 1053	34335	ACH CEO FRAUD FILTER REVIEW - ITEM	\$1.0000	11	\$11.0000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE	\$15.0000	12	\$180.0000
25 0400	34342	ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.0000	2,598	\$0.0000
25 0400	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$0.0000	96	\$0.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000	192	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM	\$0.0000	41,866	\$0.0000
25 1050	ES352	ACH FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0120	ES206	ACH ORIGINATED - ADDENDA REC	\$0.0100	52	\$0.5200
25 0000	34377	ACH PAYMENTS BASE FEE	\$15.0000	12	\$180.0000
25 0102	ACH1D	ACH PAYMENTS ONE DAY ITEM	\$0.0300	81	\$2.4300
25 0500	ES803	ACH PAYMENTS ONLINE BATCH RELEASE	\$5.0000	44	\$220.0000
25 0102	ACH2D	ACH PAYMENTS TWO DAY ITEM	\$0.0300	15	\$0.4500
25 0220	ES205	ACH PERFECT RECEIVABLES - ADDENDA	\$0.0200	92	\$1.8400
25 0202	ES204	ACH PERFECT RECEIVABLES - ITEM	\$0.1000	96	\$9.6000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	8,325	\$0.0000
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE	\$75.0000	12	\$900.0000
10 001A	22723	BRANCH DEPOSIT POST VERIFY	\$1.5000	1,105	\$1,657.5000
10 0015	08062	CASH DEP/\$1 VERIFY IN CASH VAULT T1	\$0.0009	98,975	\$89.0775
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH	\$5.0000	39	\$195.0000
10 0111	08071	CASH VAULT COIN DEP-PARTIAL/MIX BAG	\$6.0000	78	\$468.0000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0009	1,908,322	\$1,717.4898
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT	\$8.0000	9	\$72.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK	\$1.0000	375	\$375.0000
10 0100	08132	CASH VAULT MONTHLY BASE	\$0.0000	49	\$0.0000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM	\$0.0000	14	\$0.0000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM	\$0.0000	25,973	\$0.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM	\$0.0000	44,777	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000	48	\$0.0000
40 022Z	34123	CEO EVENT MESSAGING SERVICE - EMAIL	\$0.0000	6,838	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.2500	198	\$49.5000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.2500	137	\$34.2500
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0000	2,438	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE	\$20.0000	96	\$1,920.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0000	21,796	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE	\$20.0000	96	\$1,920.0000
10 0430	34239	CEO RETN ITEM SUBSCRIPTION OPT DETL	\$0.0000	262	\$0.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000	96	\$0.0000
10 0416	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM	\$0.0000	150	\$0.0000
10 0416	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE	\$0.2500	174	\$43.5000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000	156	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	483	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0000	5,907	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000	96	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000	12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000	12	\$0.0000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH	\$0.0015	4,605	\$6.9075
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.0000	1,667	\$1,667.0000
01 0100	CK021	DEBITS POSTED	\$0.0500	1,024	\$51.2000
10 0225	002	DEPOSITED CHECK	\$0.0500	19,970	\$998.5000
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK	\$0.0500	1	\$0.0500
10 0220	001	DEPOSITED CHECKS - ON US	\$0.0500	3,816	\$190.8000
15 1352	12816	DESKTOP DEPOSIT IMAGES RETRIEVED	\$0.2500	1	\$0.2500
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE	\$20.0000	12	\$240.0000
40 0231	15003	DESKTOP DEPOSIT REPORT PER ITEM	\$0.0100	12	\$0.1200
01 0101	15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.2000	558	\$111.6000
10 0224	706	DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0300	2,748	\$82.4400
10 0220	701	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$0.0300	927	\$27.8100

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL A-I General Account

Bank Name Wells Fargo Bank, N.A.

Enter "0" if providing the service free of charge

Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	9,124	\$456.2000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120	\$0.0000	58,779	\$0.0000
10 0015	08025	MISCELLANEOUS CREDITS POSTED	\$1.0000	138	\$138.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000	12	\$0.0000
10 001A	CK199	POST VERIFY CASH DEP IN WF BRANCH	\$0.0009	117,678	\$105.9102
15 0810	22222	PRINTING & SUPPLIES-VENDOR	\$0.0100	220,645	\$2,206.4500
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000	12	\$180.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.0000	1,028,749	\$0.0000
10 0400	CK061	RETURN ITEM - CHARGEBACK	\$1.5000	36	\$54.0000
10 0402	CK075	RETURN ITEM REDEPOSITED	\$1.2500	47	\$58.7500
10 0401	CK090	RETURN ITEM SINGLE ITEM PER ADVICE	\$0.0000	36	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.0000	12	\$0.0000
10 0401	CK069	RETURN ITEM SPECIAL INSTRUCTIONS	\$0.0000	36	\$0.0000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH	\$0.2000	22	\$4.4000
10 0110	08008	VAULT DEPOSITED COIN - ROLLED	\$0.1200	490	\$58.8000
05 9999	41205	VENDOR FEES-LOCKBOX/DATA ENTRY	\$1.0000	236,039	\$236,039.0000
15 1350	22020	WELLSIMAGE PAID CHECK MONTHLY BASE	\$25.0000	24	\$600.0000
10 0224	746	WF ELEC DEPOSIT-DEPOSITED ITEM	\$0.0300	1,016	\$30.4800
10 0220	741	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	\$0.0300	270	\$8.1000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	327	\$163.5000
35 0300	ES030	WIRE IN - DOMESTIC	\$5.0000	105	\$525.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.0000	3	\$0.0000
35 0100	ES139	WIRE OUT DOMESTIC - CEO	\$5.0000	248	\$1,240.0000
35 0113	ES147	WIRE OUT XBDR USD - CEO	\$15.0000	37	\$555.0000
35 0551	ES075	WIRE TEMPLATE STORAGE MONTHLY BASE	\$1.5000	12	\$18.0000
		Lock Box Activity: Animal Services			
		Wholesale Standard Item Processing	\$0.5900	258,390	\$152,450.1000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				4,139,808	\$408,496.5250

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL H Sewer Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	CK001	ACCOUNT MAINTENANCE W/ CHK RETURN	\$5.0000	12	\$60.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	12	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE	\$0.0000	8	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	2	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000	12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000	12	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.0000	14	\$14.0000
01 0100	CK021	DEBITS POSTED	\$0.0500	144	\$7.2000
10 0225	002	DEPOSITED CHECK	\$0.0500	8	\$0.4000
10 0220	001	DEPOSITED CHECKS - ON US	\$0.0500	9	\$0.4500
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	38	\$1.9000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000	12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000	12	\$180.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.0000	65,518	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.0000	12	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	136	\$68.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.0000	3	\$0.0000
35 0100	ES139	WIRE OUT DOMESTIC - CEO	\$5.0000	8	\$40.0000
Enter new charges / insert rows below:					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				65,984	\$551.9500

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 EMS Credit Card Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE	\$5.0000	12	\$60.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	358	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	1	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000	12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000	12	\$0.0000
01 0320	CK183	DDA STATEMENT - SPECIAL INSTRUCTION	\$0.0000	12	\$0.0000
01 0100	CK021	DEBITS POSTED	\$0.0500	25	\$1.2500
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	362	\$18.1000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000	12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000	12	\$180.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.0000	309	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	25	\$12.5000
35 0412	ES072	WIRE MAIL CONFIRMATION	\$10.0000	4	\$40.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.0000	3	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
		Grand Total		1,171	\$491.8500

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 Flexible Spending Plan Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE	\$5.0000	12	\$60.0000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE	\$15.0000	12	\$180.0000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	53	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE	\$0.0000	10	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.2500	4	\$1.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.2500	2	\$0.5000
40 0340	27707	CEO SEARCH	\$0.0000	256	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000	12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000	12	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.0000	31	\$31.0000
01 0100	CK021	DEBITS POSTED	\$0.0500	53	\$2.6500
10 0225	002	DEPOSITED CHECK	\$0.0500	39	\$1.9500
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	124	\$6.2000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000	12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000	12	\$180.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.0000	3,115	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	1	\$0.5000
35 0300	ES030	WIRE IN - DOMESTIC	\$5.0000	26	\$130.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.0000	3	\$0.0000
35 9999	ES167	WIRE SECURITY PIN MONTHLY BASE	\$0.0000	6	\$0.0000
Enter new charges / insert rows below:					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				3,795	\$593.8000

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - Operating Account

Bank Name_Wells Fargo Bank, N.A.
 Enter "0" if providing the service free of charge
 Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK905	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT	\$1.00000	(206)	-\$206.00000
01 0000	22051	ACCT MAINTENANCE	\$5.00000	12	\$60.00000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE	\$15.00000	12	\$180.00000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$0.00000	12	\$0.00000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM	\$0.00000	1,088	\$0.00000
25 0720	ES342	ACH CUSTOMER REPORTS	\$5.00000	4	\$20.00000
25 0710	ES235	ACH MAIL SERVICE	\$5.00000	4	\$20.00000
25 0000	ES280	ACH MONTHLY BASE	\$15.00000	12	\$180.00000
25 0102	ES211	ACH ONE DAY ITEM	\$0.03000	385	\$11.55000
25 0202	ES344	ACH RECEIVED ITEM	\$0.00000	516	\$0.00000
25 0501	ES801	ACH TRANSMISSION CHARGE	\$5.00000	83	\$415.00000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.00500	12	\$0.06000
20 0201	12377	ARP FULL RECON-ITEM	\$0.03000	515	\$15.45000
20 0010	12060	ARP MONTHLY BASE - FULL	\$20.00000	12	\$240.00000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$0.00500	2,483	\$12.41500
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	\$20.00000	12	\$240.00000
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH	\$5.00000	10	\$50.00000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$0.00090	730	\$0.65700
10 0100	08132	CASH VAULT MONTHLY BASE	\$0.00000	3	\$0.00000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM	\$0.00000	1	\$0.00000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE	\$0.00000	12	\$0.00000
20 0201	34337	CEO CHECK ISSUES-ITEM	\$0.03000	4	\$0.12000
40 0274	34262	CEO DEPOSIT DETAIL ITEMS RPTD	\$0.00000	2	\$0.00000
40 0054	34260	CEO DEPOSIT DETAIL MAINTENANCE	\$20.00000	12	\$240.00000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM	\$0.00000	572	\$0.00000
30 0225	34242	CEO EDI PMT DETAIL - ITEM	\$0.00000	117	\$0.00000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.00000	12	\$0.00000
01 0307	34145	CEO E-STMT SUBSCRIPTION - ACCOUNT	\$0.00000	12	\$0.00000
01 0307	34147	CEO E-STMT SUBSCRIPTION - ITEM	\$0.00000	1,654	\$0.00000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.25000	55	\$13.75000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.25000	269	\$67.25000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.00000	364	\$0.00000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE	\$20.00000	12	\$240.00000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.00000	1,652	\$0.00000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE	\$20.00000	12	\$240.00000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.00000	12	\$0.00000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.00000	12	\$0.00000
40 0340	27707	CEO SEARCH	\$0.00000	142	\$0.00000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM	\$0.00000	1,232	\$0.00000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.00000	12	\$0.00000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH	\$0.00150	5,430	\$8.1450
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.00000	4	\$4.0000
15 0100	22202	DDA CHECKS PAID	\$0.07000	518	\$36.2600
01 0100	CK021	DEBITS POSTED	\$0.05000	313	\$15.6500
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE	\$20.00000	12	\$240.0000
01 0101	15007	DESKTOP DEPOSIT-DEPOSIT CREDITED	\$0.20000	123	\$24.6000
10 0224	706	DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.03000	133	\$3.9900
10 0220	701	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$0.03000	127	\$3.8100
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.05000	819	\$40.9500
40 0800	34253	INFO REPORTING HISTORY STORAGE 120	\$0.00000	5,411	\$0.0000
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM	\$0.02000	518	\$10.3600
15 0030	12907	POSITIVE PAY MONTHLY BASE	\$0.00000	12	\$0.0000
15 0810	22222	PRINTING & SUPPLIES-VENDOR	\$0.01000	20,416	\$204.1600
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.00000	82,962	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.00000	12	\$0.0000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH	\$0.20000	37	\$7.4000
15 0410	12670	STOP PAYMENT - ONLINE	\$5.00000	1	\$5.0000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM	\$0.03000	518	\$15.5400
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER	\$0.00000	4	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.50000	169	\$84.5000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.00000	3	\$0.0000
35 0100	ES139	WIRE OUT DOMESTIC - CEO	\$5.00000	30	\$150.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
Proposal Form
Clerk - Operating Account

Bank Name_Wells Fargo Bank, N.A.
Enter "0" if providing the service free of charge
Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
		Grand Total		129,443	\$2,894.6170

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
Proposal Form
Clerk - Payroll Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE	\$5.0000	12	\$60.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000	12	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM	\$0.0000	53	\$0.0000
25 1050	ES352	ACH FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0000	ES280	ACH MONTHLY BASE	\$15.0000	12	\$180.0000
25 0302	ES481	ACH NOC - INFO REPORTING ADVICE	\$1.0000	4	\$4.0000
25 0120	ES206	ACH ORIGINATED - ADDENDA REC	\$0.0100	114	\$1.1400
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	54	\$0.0000
25 0302	06505	ACH RETURN ADMIN -ELECTRONIC	\$1.0000	10	\$10.0000
25 0501	ES801	ACH TRANSMISSION CHARGE	\$5.0000	52	\$260.0000
25 0102	ES210	ACH TWO DAY ITEM	\$0.0300	20,111	\$603.3300
25 1070	ES390	ACH WELLS FARGO NOC-INFO REPT ADVIC	\$0.0000	1	\$0.0000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0050	2	\$0.0100
20 0201	12377	ARP FULL RECON-ITEM	\$0.0300	297	\$8.9100
20 0010	12060	ARP MONTHLY BASE - FULL	\$20.0000	12	\$240.0000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$0.0050	764	\$3.8200
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	\$20.0000	12	\$240.0000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000	12	\$0.0000
20 0201	34337	CEO CHECK ISSUES-ITEM	\$0.0300	3	\$0.0900
40 0054	34260	CEO DEPOSIT DETAIL MAINTENANCE	\$20.0000	9	\$180.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM	\$0.0000	8	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000	12	\$0.0000
01 0307	34145	CEO E-STMT SUBSCRIPTION - ACCOUNT	\$0.0000	12	\$0.0000
01 0307	34147	CEO E-STMT SUBSCRIPTION - ITEM	\$0.0000	381	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.2500	110	\$27.5000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0000	18	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE	\$20.0000	12	\$240.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0000	380	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE	\$20.0000	12	\$240.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000	12	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	22	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0000	116	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000	12	\$0.0000
15 0100	22202	DDA CHECKS PAID	\$0.0700	298	\$20.8600
01 0100	CK021	DEBITS POSTED	\$0.0500	52	\$2.6000
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	31	\$1.5500
40 0800	34253	INFO REPORTING HISTORY STORAGE 120	\$0.0000	3,213	\$0.0000
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM	\$0.0200	298	\$5.9600
15 0310	12908	POS PAY CHECKS WITH NO ISSUE RECORD	\$0.0000	1	\$0.0000
15 0724	34336	POSITIVE PAY EXCEPTION - CEO IMAGE	\$0.2500	1	\$0.2500
15 0310	12903	POSITIVE PAY EXCEPTIONS - ITEM	\$1.0000	1	\$1.0000
15 0030	12907	POSITIVE PAY MONTHLY BASE	\$0.0000	12	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB	\$0.0000	990	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.0000	12	\$0.0000
15 0410	12670	STOP PAYMENT - ONLINE	\$5.0000	2	\$10.0000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM	\$0.0300	298	\$8.9400
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER	\$0.0000	14	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE	\$0.0000	3	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				27,891	\$2,529.9600

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - Remittance Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE	\$5.0000	12	\$60.0000
25 1052	34338	ACH CEO FRAUD FILTER STOP - ITEM	\$1.0000	1	\$1.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	99	\$0.0000
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE	\$75.0000	12	\$900.0000
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH	\$5.0000	95	\$475.0000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM	\$0.0000	1	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	9	\$0.0000
40 0340	34212	CEO WIRE INQUIRY DETAIL - PER ITEM	\$0.0000	1	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE	\$0.0000	12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE	\$0.0000	12	\$0.0000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH	\$0.0015	38,183	\$57.2745
01 0100	CK021	DEBITS POSTED	\$0.0500	101	\$5.0500
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	102	\$5.1000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE	\$0.0000	12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE	\$15.0000	12	\$180.0000
00 0230	IAMIB	RECOUPMENT MONTHLY	\$0.0000	11,843	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.0000	12	\$0.0000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH	\$0.2000	399	\$79.8000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	1	\$0.5000
35 0100	ES139	WIRE OUT DOMESTIC - CEO	\$5.0000	1	\$5.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				50,932	\$1,948.7245

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - General Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK900	ACCOUNT ANALYSIS-DEBIT ADJUSTMENT	\$1.0000	568	\$568.0000
01 0000	22051	ACCT MAINTENANCE	\$5.0000	12	\$60.0000
25 1052	34338	ACH CEO FRAUD FILTER STOP - ITEM	\$1.0000	4	\$4.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$15.0000	12	\$180.0000
25 0400	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	\$0.0000	48	\$0.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000	72	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM	\$0.0000	724	\$0.0000
25 0622	ES346	ACH EXCEPTION PROCESS-DUPLICAT FILE	\$5.0000	2	\$10.0000
25 0000	ES280	ACH MONTHLY BASE	\$15.0000	21	\$315.0000
25 0102	ES211	ACH ONE DAY ITEM	\$0.0300	978	\$29.3400
25 0120	ES206	ACH ORIGINATED - ADDENDA REC	\$0.0100	35	\$0.3500
25 0220	ES205	ACH PERFECT RECEIVABLES - ADDENDA	\$0.0200	1	\$0.0200
25 0202	ES204	ACH PERFECT RECEIVABLES - ITEM	\$0.1000	8	\$0.8000
25 0202	ES344	ACH RECEIVED ITEM	\$0.0000	5,604	\$0.0000
25 0102	ES216	ACH SAME DAY	\$0.0300	620	\$18.6000
25 0501	ES801	ACH TRANSMISSION CHARGE	\$5.0000	284	\$1,420.0000
25 0102	ES210	ACH TWO DAY ITEM	\$0.0300	301	\$9.0300
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE	\$75.0000	12	\$900.0000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	\$0.0050	188,154	\$940.7700
20 0201	12377	ARP FULL RECON-ITEM	\$0.0300	21,669	\$650.0700
15 0310	12683	ARP ITEM PAID NO ISSUE INFO-ITEM	\$0.0000	71	\$0.0000
20 0010	12060	ARP MONTHLY BASE - FULL	\$20.0000	12	\$240.0000
20 0306	12604	ARP OPTIONAL REPORTS	\$0.0000	24	\$0.0000
20 0301	12430	ARP OUTPUT - TRANSMISSION	\$5.0000	24	\$120.0000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$0.0050	1,378,422	\$6,892.1100
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	\$20.0000	12	\$240.0000
10 0006	CK161	CASH DEPOSITED IN WF BRANCH	\$0.0015	19,944	\$29.9160
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH	\$5.0000	128	\$640.0000
10 0511	08351	CASH VAULT ADJUSTMENT REPORT-EMAIL	\$0.0000	12	\$0.0000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED	\$0.0009	10,778,501	\$9,700.6509
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT	\$8.0000	13	\$104.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK	\$1.0000	11,870	\$11,870.0000
10 0100	08132	CASH VAULT MONTHLY BASE	\$0.0000	12	\$0.0000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM	\$0.0000	4	\$0.0000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE	\$0.0000	12	\$0.0000
20 0201	34337	CEO CHECK ISSUES-ITEM	\$0.0300	45	\$1.3500
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM	\$0.0000	780	\$0.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM	\$0.0000	1,236	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE	\$0.0000	12	\$0.0000
40 022Z	34123	CEO EVENT MESSAGING SERVICE - EMAIL	\$0.0000	6,527	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	\$0.2500	538	\$134.5000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	\$0.2500	380	\$95.0000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0000	520	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE	\$20.0000	24	\$480.0000
40 0271	34286	CEO PREV DAY EXT DETAIL ITEMS RPTD	\$0.0000	297	\$0.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0000	43,646	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE	\$20.0000	24	\$480.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000	24	\$0.0000
10 0416	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM	\$0.0000	641	\$0.0000
10 0416	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE	\$0.2500	200	\$50.0000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000	24	\$0.0000
40 0340	27707	CEO SEARCH	\$0.0000	1,217	\$0.0000
40 0340	34212	CEO WIRE INQUIRY DETAIL - PER ITEM	\$0.0000	12	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0000	12,281	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000	36	\$0.0000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH	\$0.0015	216,067	\$324.1005
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$1.0000	5,733	\$5,733.0000
15 0100	22202	DDA CHECKS PAID	\$0.0700	18,645	\$1,305.1500
01 0100	CK021	DEBITS POSTED	\$0.0500	769	\$38.4500

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - General Account

Bank Name_Wells Fargo Bank, N.A.

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
10 0225	002	DEPOSITED CHECK	\$0.0500	91,491	\$4,574.5500
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK	\$0.0500	17	\$0.8500
10 0220	001	DEPOSITED CHECKS - ON US	\$0.0500	14,549	\$727.4500
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE	\$20.0000	12	\$240.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED	\$0.0500	6,196	\$309.8000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120	\$0.0000	56,737	\$0.0000
15 0300	12677	MICR CHECK REJECTS >1% THROUGH 2%	\$0.8000	113	\$90.4000
15 0300	12676	MICR CHECK REJECTS THROUGH 1%	\$0.0000	53	\$0.0000
10 0015	08025	MISCELLANEOUS CREDITS POSTED	\$1.0000	60	\$60.0000
20 0100	12694	OUTGOING TRANSMISSION - PER ITEM	\$0.0000	18,601	\$0.0000
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM	\$0.0200	18,645	\$372.9000
15 0310	12908	POS PAY CHECKS WITH NO ISSUE RECORD	\$0.0000	79	\$0.0000
15 0724	34336	POSITIVE PAY EXCEPTION - CEO IMAGE	\$0.2500	117	\$29.2500
15 0222	12505	POSITIVE PAY EXCEPTION CHECKS RETND	\$5.0000	26	\$130.0000
15 0310	12903	POSITIVE PAY EXCEPTIONS - ITEM	\$1.0000	175	\$175.0000
15 0030	12907	POSITIVE PAY MONTHLY BASE	\$0.0000	12	\$0.0000
15 0810	22222	PRINTING & SUPPLIES-VENDOR	\$0.0100	74,810	\$748.1000
00 0230	IAMTH	RECOUPMENT MONTHLY	\$0.0000	502,056	\$0.0000
10 0400	CK061	RETURN ITEM - CHARGEBACK	\$1.5000	130	\$195.0000
10 0402	CK075	RETURN ITEM REDEPOSITED	\$1.2500	136	\$170.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE	\$0.0000	12	\$0.0000
10 0401	CK069	RETURN ITEM SPECIAL INSTRUCTIONS	\$0.0000	130	\$0.0000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH	\$0.2000	580	\$116.0000
15 0412	22030	STOP PAYMENT - AUTO RENEWAL	\$0.0000	453	\$0.0000
15 0410	12670	STOP PAYMENT - ONLINE	\$5.0000	96	\$480.0000
10 0110	08008	VAULT DEPOSITED COIN - ROLLED	\$0.1200	39	\$4.6800
15 1350	22020	WELLSIMAGE PAID CHECK MONTHLY BASE	\$25.0000	12	\$300.0000
15 1353	22015	WELLSIMAGE PAID CHECK PER CD	\$15.0000	12	\$180.0000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM	\$0.0300	18,684	\$560.5200
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER	\$0.0000	89	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO	\$0.5000	385	\$192.5000
35 0300	ES030	WIRE IN - DOMESTIC	\$5.0000	836	\$4,180.0000
35 0330	18030	WIRE IN REPAIR SURCHARGE	\$9.0000	14	\$126.0000
35 0320	ES191	WIRE IN VIA CORRESPONDENT BK-USD/FX	\$5.0000	2	\$10.0000
35 0402	27045	WIRE PERFECT RECEIVABLES-PER ITEM	\$0.1000	777	\$77.7000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				13,524,004	\$57,634.9074

EXHIBIT C-1 BOARD & CLERK - SUMMARY PRICING FORM

Bank Name Wells Fargo Bank, N.A.

Banking Services Pricing Summary Sheet:

	Board of County Commissioners: (All Board Accounts)	Clerk of the Circuit Court: (Clerk Operating & Payroll Accounts)	Clerk of the Circuit Court: (Clerk Remittance & General Accounts)
Total of all annual service charges:	\$ 549,328.05 ^a	\$ 5,424.58 ^b	\$ 59,583.63 ^c
The bank's offered earnings credit rate (ECR): <i>(Interest rate to offset analyzed charges)</i>	1.45%	1.45%	1.45%
Other annual or one-time costs/incentives: <i>(Include price for implementation/incentive for transition/retention. Describe & attach separate sheet(s) if necessary)</i>	Please refer to executive summary.	Please refer to executive summary.	Please refer to executive summary.
The bank's offered interest rate on excess balances): <i>(Interest rate on <u>excess balances</u> – amounts above balance required to offset all charges)</i>	1.45%	1.45%	N/A - Accounts are non-interest bearing

^a Should tie to the total of all Board accounts shown in Exhibit A

^b Should tie to the total of the Clerk Operating & Payroll accounts shown in Exhibit B

^c Should tie to the total of the Clerk Remittance & General accounts shown in Exhibit B

EXHIBIT C-2 BOARD & CLERK - SINGLE MONTH PRICING FORM

Bank Name_Wells Fargo Bank, N.A.

December 2018 Banking Services Pricing Summary Sheet:

	Board of County Commissioners: (All Board Accounts)	Clerk of the Circuit Court: (Clerk Operating & Payroll Accounts)	Clerk of the Circuit Court: (Clerk Remittance & General Accounts)
Average Positive Collected Balance	\$ 225,420,307.75	\$ 7,361,613.62	\$ 37,834,810.58
The bank's offered earnings credit rate (ECR): <i>(Interest rate to offset analyzed charges)</i>	1.45%	1.45%	1.45%
Current Months Analyzed Charges	\$ 24,174.89	\$ 436.40	\$ 4,320.41
Balance required to offset \$1.00 of analyzed charges.	\$ 812.01	\$ 812.01	\$ 812.01
Balance required to offset December 2018 analyzed charges.	\$ 19,630,333.13	\$ 354,362.63	\$ 3,508,233.27
Excess Account Balances	\$ 205,789,974.62	\$ 7,007,250.99	\$ 34,326,577.31
The bank's offered interest rate on excess balances): <i>(Interest rate on <u>excess balances</u> – amounts above balance required to offset all charges)</i>	1.45%	1.45%	N/A - Accounts are non-interest bearing
Interest paid on excess balances:	\$ 253,431.76	\$ 8,629.48	N/A - Accounts are non-interest bearing

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	225,420,307.75	
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	225,420,307.75	
EARNINGS ALLOWANCE @	\$	277,606.65	1.45% Earnings Credit Rate (ECR)
NET EARNINGS ALLOWANCE:	=	277,606.65	
CURRENT MONTH ANALYZED CHARGES:	-	24,174.89	
CURRENT MONTH POSITION:	=	253,431.76	
TOTAL AMOUNT DUE:	\$	0.00	
NUMBER OF DAYS IN THIS CYCLE:		31	
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	\$	812.01
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES *	\$		19,630,333

* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)

INTEREST RATE ON EXCESS BALANCES:		1.45%	Interest on excess balances
INTEREST PAID ON EXCESS BALANCES:	\$	253,431.76	

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY IB	IAMIB	00 0230	0.00000	226,331.62	0.00
GENERAL ACCOUNT SERVICES					68.25
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	22063	01 0000	0.00000	1.00	0.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	15007	01 0101	0.20000	37.00	7.40
ACCOUNT MAINTENANCE W/ CHK RETURN	CK001	01 0000	5.00000	5.00	25.00
ACCT MAINTENANCE	22051	01 0000	5.00000	5.00	25.00
DEBITS POSTED	CK021	01 0100	0.05000	217.00	10.85
DDA STATEMENT - SPECIAL INSTRUCTION	CK183	01 0320	0.00000	3.00	0.00
LOCKBOX SERVICES					19,388.65
E-BOX PAYMENT	ED470	05 9999	0.03000	13,350.00	400.50
E-BOX MONTHLY MAINT (W/CROSS REF)	ED500	05 0030	150.00000	1.00	150.00
E-BOX OPERATIONS MANUAL RETURN	ED518	05 9999	0.25000	6.00	1.50
VENDOR FEES-LOCKBOX/DATA ENTRY	41205	05 9999	1.00000	18,836.65	18,836.65
DEPOSITORY SERVICES					1,817.69
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416	0.00000	10.00	0.00
CEO RETN ITEM SUBSCRIPTION PER ITEM	34237	10 0416	0.00000	5.00	0.00
CEO RETN ITEM SUBSCRIPTION OPT DETL	34239	10 0430	0.00000	23.00	0.00
VAULT DEPOSITED COIN - ROLLED	08008	10 0110	0.12000	10.00	1.20
MISCELLANEOUS CREDITS POSTED	08025	10 0015	1.00000	11.00	11.00
BRANCH DEPOSIT	08052	10 0006	1.50000	10.00	15.00
CASH VAULT COIN DEP-PARTIAL/MIX BAG	08071	10 0111	6.00000	1.00	6.00
CASH VAULT COIN FURNISHED - ROLLED	08110	10 0144	0.12000	180.00	21.60
CASH VAULT MONTHLY BASE	08132	10 0100	0.00000	8.00	0.00
CASH VAULT CASH ORDER-TOUCHTONE	08189	10 0141	2.50000	9.00	22.50
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199	0.00090	283,611.00	255.25
CASH VAULT CURRENCY FURN-NONSTD	08400	10 0148	0.00120	3,850.00	4.62
CASH VAULT CURRENCY FURNISHED	08416	10 0199	0.00120	18,700.00	22.44
BRANCH DEPOSIT POST VERIFY	22723	10 001A	1.50000	83.00	124.50
DEPOSITED CHECKS - ON US	001	10 0220	0.05000	686.00	34.30
DEPOSITED CHECK	002	10 0225	0.05000	3,443.00	172.15
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	701	10 0220	0.03000	69.00	2.07

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
DESKTOP DEPOSIT-DEPOSITED ITEM	706	10 0224	0.03000	223.00	6.69
WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	741	10 0220	0.03000	3,103.00	93.09
WF ELEC DEPOSIT-DEPOSITED ITEM	746	10 0224	0.03000	12,815.00	384.45
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	790	10 0230	17.00000	17.00	289.00
CASH DEPOSITED IN WF BRANCH	CK161	10 0006	0.00150	175.00	0.26
POST VERIFY CASH DEP IN WF BRANCH	CK199	10 001A	0.00090	16,292.00	14.66
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100	1.00000	201.00	201.00
CASH VAULT DEPOSIT CASH AND CHECK	08174	10 0100	1.00000	60.00	60.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040	5.00000	2.00	10.00
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040	0.00150	103.00	0.15
RETURN ITEM - CHARGEBACK	CK061	10 0400	1.50000	25.00	37.50
CEO RETURN ITEM RETRIEVAL-IMAGE	CK062	10 0416	0.25000	8.00	2.00
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416	0.00000	13.00	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	CK069	10 0401	0.00000	25.00	0.00
RETURN ITEM SINGLE ITEM PER ADVICE	CK090	10 0401	0.00000	25.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401	0.00000	8.00	0.00
RETURN ITEM REDEPOSITED	CK075	10 0402	1.25000	21.00	26.25
RETURN ITEM TRANS REPT PER TRANS	CK401	10 0411	0.00000	16.00	0.00
RETURN ITEM REPORTING PER ITEM	CK404	10 0411	0.00000	27.00	0.00
PAPER DISBURSEMENT SERVICES					686.37
POSITIVE PAY EXCEPTION - CEO IMAGE	34336	15 0724	0.25000	3.00	0.75
PRINTING & SUPPLIES-VENDOR	22222	15 0810	0.01000	19,703.00	197.03
MICR CHECK REJECTS >1% THROUGH 2%	12677	15 0300	0.80000	22.00	17.60
PYMT AUTH MAX CHECK MTHLY BASE	MD091	15 0240	15.00000	8.00	120.00
STOP PAYMENT - ONLINE	12670	15 0410	5.00000	1.00	5.00
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352	0.25000	98.00	24.50
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352	0.25000	70.00	17.50
POSITIVE PAY EXCEPTIONS - ITEM	12903	15 0310	1.00000	3.00	3.00
POSITIVE PAY MONTHLY BASE	12907	15 0030	0.00000	2.00	0.00
WELLSIMAGE PAID CHECK MONTHLY BASE	22020	15 1350	25.00000	3.00	75.00
CHECK CASHING THRESHOLD MO BASE	22225	15 0240	0.00000	8.00	0.00
OTC DEBIT BLOCK MONTHLY BASE	22235	15 0240	0.00000	8.00	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	22245	15 0240	0.00000	8.00	0.00
WELLSIMAGE PAID CHECK PER CD	22015	15 1353	15.00000	1.00	15.00
DDA CHECKS PAID	22202	15 0100	0.07000	1,720.00	120.40
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122	0.02000	1,720.00	34.40
PAYEE VALIDATION MANUAL REVIEW/ITEM	DS194	15 0299	0.00000	15.00	0.00
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500	0.00000	2.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399	0.03000	1,873.00	56.19
PAPER DISBURSEMENT RECON SERVICES					93.22
CEO CHECK ISSUES-ITEM	34337	20 0201	0.03000	12.00	0.36
ARP MONTHLY BASE - FULL	12060	20 0010	20.00000	2.00	40.00
ARP FULL RECON-ITEM	12377	20 0201	0.03000	1,592.00	47.76
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999	0.00500	1,019.00	5.10
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306	0.00000	2.00	0.00
GENERAL ACH SERVICES					1,234.11
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703	0.00000	18.00	0.00
ACH CEO SUBSCRIPTION - ITEM	34332	25 0703	0.00000	1,718.00	0.00

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
ELECTRONIC CREDITS POSTED	CK018	25 0201	0.05000	1,174.00	58.70
ACH/WIRE PERFECT RECEIVABLE-MO BASE	ES203	25 0000	75.00000	3.00	225.00
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	34340	25 0400	0.00000	8.00	0.00
ACH CEO RETURN SUBSCRIPTION - ITEM	34342	25 0400	0.00000	305.00	0.00
ACH MONTHLY BASE	ES280	25 0000	15.00000	3.00	45.00
ACH ONE DAY ITEM	ES211	25 0102	0.03000	8,448.00	253.44
ACH PERFECT RECEIVABLES - ITEM	ES204	25 0202	0.10000	28.00	2.80
ACH TWO DAY ITEM	ES210	25 0102	0.03000	6,619.00	198.57
ACH SAME DAY	ES216	25 0102	0.03000	371.00	11.13
ACH ORIGINATED - ADDENDA REC	ES206	25 0120	0.01000	150.00	1.50
ACH PERFECT RECEIVABLES - ADDENDA	ES205	25 0220	0.02000	35.00	0.70
ACH RECEIVED ITEM	ES344	25 0202	0.00000	1,044.00	0.00
ACH RETURN ITEM-ELECTRONIC	06502	25 0302	1.00000	31.00	31.00
ACH RETURN ADMIN -MANUAL	06504	25 0302	1.00000	2.00	2.00
ACH RETURN ADMIN -ELECTRONIC	06505	25 0302	1.00000	13.00	13.00
ACH PAYMENTS ONLINE BATCH RELEASE	ES803	25 0500	5.00000	4.00	20.00
ACH TRANSMISSION CHARGE	ES801	25 0501	5.00000	30.00	150.00
ACH PAYMENTS ONE DAY ITEM	ACH1D	25 0102	0.03000	8.00	0.24
ACH PAYMENTS TWO DAY ITEM	ACH2D	25 0102	0.03000	1.00	0.03
ACH PAYMENTS BASE FEE	34377	25 0000	15.00000	1.00	15.00
ACH CEO FRAUD FILTER REVIEW MO BASE	34333	25 1050	15.00000	2.00	30.00
ACH CEO FRAUD FILTER STOP MTHLYBASE	34334	25 1050	15.00000	6.00	90.00
ACH FRAUD FILTER STOP MTHLYBASE	ES352	25 1050	15.00000	3.00	45.00
ACH FRAUD FILTER STOP - ITEM	ES353	25 1052	1.00000	2.00	2.00
ACH NOC - TRANSMISSION ADVICE	ES363	25 0302	1.00000	35.00	35.00
ACH WELLS FARGO NOC - TRANS ADVICE	ES371	25 1070	0.00000	8.00	0.00
ACH NOC - INFO REPORTING ADVICE	ES481	25 0302	1.00000	1.00	1.00
ACH NOC - MAIL ADVICE	ES486	25 0302	1.00000	3.00	3.00
EDI PAYMENT SERVICES					150.00
REC MGR OR E-BOX TRANSMISSION	28006	30 0200	7.50000	20.00	150.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010	0.00000	4.00	0.00
CEO EDI PMT DETAIL - ITEM	34242	30 0225	0.00000	1,635.00	0.00
CEO EDI PMT DETAIL - ADDENDA ITEM	34245	30 0225	0.00000	1,109.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					236.00
WIRE MONTHLY DDA BASE - VOICE	ES073	35 9999	0.00000	10.00	0.00
WIRE IN - DOMESTIC	ES030	35 0300	5.00000	9.00	45.00
WIRE MAIL CONFIRMATION	ES072	35 0412	10.00000	1.00	10.00
WIRE TEMPLATE STORAGE MONTHLY BASE	ES075	35 0551	1.50000	1.00	1.50
WIRE OUT DOMESTIC - CEO	ES139	35 0100	5.00000	19.00	95.00
WIRE BOOK TRANSFER - CEO	ES141	35 0120	0.50000	79.00	39.50
WIRE OUT XBDR USD - CEO	ES147	35 0113	15.00000	3.00	45.00
INFORMATION SERVICES					497.31
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003	20.00000	1.00	20.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274	0.00000	493.00	0.00
CEO SEARCH	27707	40 0340	0.00000	213.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052	20.00000	10.00	200.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272	0.00000	3,463.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055	20.00000	10.00	200.00

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274	0.00000	159.00	0.00
CEO EVENT MESSAGING SERVICE - EMAIL	34123	40 022Z	0.00000	470.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003	0.00000	10.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800	0.00000	6,950.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051	20.00000	2.00	40.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272	0.00500	7,461.00	37.31
INTERNATIONAL SERVICES					3.30
DEPOSITED CHECK ON CANADIAN BANK	IL152	60 9999	0.05000	6.00	0.30
DEPOSIT POSTED FOREIGN CHECKS	IL250	60 9999	3.00000	1.00	3.00
Enter new charges / insert rows below:					
DDA STATEMENT - PAPER	CK049	01 0310	0.00000		0.00
CHECK DEPOSIT ADJUSTMENT	08026	99 9999	0.00000		0.00
WIRE OUT REPAIR SURCHARGE	18031	35 0330	9.00000		0.00
TOTAL ANALYZED CHARGES:					24,174.89

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - OPERATING AND PAYROLL ACCOUNTS
 RELATIONSHIP SUMMARY

ANALYSIS SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	7,361,613.62	
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	7,361,613.62	
EARNINGS ALLOWANCE @	\$	9,065.88	1.45% Earnings Credit Rate (ECR)
NET EARNINGS ALLOWANCE:	=	9,065.88	
CURRENT MONTH ANALYZED CHARGES:	-	436.40	
CURRENT MONTH POSITION:	=	8,629.48	
TOTAL AMOUNT DUE:	\$	0.00	
NUMBER OF DAYS IN THIS CYCLE:		31	
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	\$ 812.01	
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES*	\$	354,363	
* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)			
INTEREST RATE ON EXCESS BALANCES:		1.45%	Interest on excess balances
INTEREST PAID ON EXCESS BALANCES:	\$	8,629.48	

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY IB	IAMIB	00 0230	0.00000	7,362.60	0.00
GENERAL ACCOUNT SERVICES					13.75
DESKTOP DEPOSIT-DEPOSIT CREDITED	15007	01 0101	0.20000	12.00	2.40
CEO E-STMT SUBSCRIPTION - ACCOUNT	34145	01 0307	0.00000	2.00	0.00
CEO E-STMT SUBSCRIPTION - ITEM	34147	01 0307	0.00000	143.00	0.00
ACCT MAINTENANCE	22051	01 0000	5.00000	2.00	10.00
DEBITS POSTED	CK021	01 0100	0.05000	27.00	1.35
DEPOSITORY SERVICES					17.12
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416	0.00000	2.00	0.00
CASH VAULT MONTHLY BASE	08132	10 0100	0.00000	1.00	0.00
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199	0.00090	500.00	0.45
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	701	10 0220	0.03000	6.00	0.18
DESKTOP DEPOSIT-DEPOSITED ITEM	706	10 0224	0.03000	7.00	0.21
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100	1.00000	1.00	1.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040	5.00000	2.00	10.00
ROLLED COIN FURNISHED BY WF BRANCH	CK131	10 0040	0.20000	11.00	2.20
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040	0.00150	2,050.00	3.08
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416	0.00000	1.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401	0.00000	2.00	0.00
PAPER DISBURSEMENT SERVICES					21.76
STOP PAYMENT - ONLINE	12670	15 0410	5.00000	1.00	5.00
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352	0.25000	25.00	6.25
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352	0.25000	19.00	4.75
POSITIVE PAY MONTHLY BASE	12907	15 0030	0.00000	2.00	0.00
DDA CHECKS PAID	22202	15 0100	0.07000	49.00	3.43
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122	0.02000	49.00	0.98
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500	0.00000	2.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399	0.03000	45.00	1.35
PAPER DISBURSEMENT RECON SERVICES					41.18

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - OPERATING AND PAYROLL ACCOUNTS
 RELATIONSHIP SUMMARY
 ANALYSIS SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
ARP MONTHLY BASE - FULL	12060	20 0010	20.00000	2.00	40.00
ARP FULL RECON-ITEM	12377	20 0201	0.03000	39.00	1.17
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999	0.00500	1.00	0.01
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306	0.00000	2.00	0.00
GENERAL ACH SERVICES					160.40
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703	0.00000	2.00	0.00
ACH CEO SUBSCRIPTION - ITEM	34332	25 0703	0.00000	123.00	0.00
ELECTRONIC CREDITS POSTED	CK018	25 0201	0.05000	66.00	3.30
ACH MONTHLY BASE	ES280	25 0000	15.00000	2.00	30.00
ACH ONE DAY ITEM	ES211	25 0102	0.03000	25.00	0.75
ACH TWO DAY ITEM	ES210	25 0102	0.03000	1,509.00	45.27
ACH ORIGINATED - ADDENDA REC	ES206	25 0120	0.01000	8.00	0.08
ACH RECEIVED ITEM	ES344	25 0202	0.00000	44.00	0.00
ACH TRANSMISSION CHARGE	ES801	25 0501	5.00000	10.00	50.00
ACH CEO FRAUD FILTER REVIEW MO BASE	34333	25 1050	15.00000	1.00	15.00
ACH FRAUD FILTER STOP MTHLYBASE	ES352	25 1050	15.00000	1.00	15.00
ACH NOC - INFO REPORTING ADVICE	ES481	25 0302	1.00000	1.00	1.00
EDI PAYMENT SERVICES					0.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010	0.00000	2.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					21.00
WIRE MONTHLY DDA BASE - VOICE	ES073	35 9999	0.00000	2.00	0.00
WIRE OUT DOMESTIC - CEO	ES139	35 0100	5.00000	3.00	15.00
WIRE BOOK TRANSFER - CEO	ES141	35 0120	0.50000	12.00	6.00
INFORMATION SERVICES					161.20
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003	20.00000	1.00	20.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274	0.00000	75.00	0.00
CEO SEARCH	27707	40 0340	0.00000	34.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052	20.00000	2.00	40.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272	0.00000	149.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055	20.00000	2.00	40.00
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274	0.00000	4.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003	0.00000	2.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800	0.00000	670.00	0.00
CEO DEPOSIT DETAIL MAINTENANCE	34260	40 0054	20.00000	1.00	20.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051	20.00000	2.00	40.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272	0.00500	240.00	1.20
Enter new charges / insert rows below:					
DDA STATEMENT - PAPER	CK049	01 0310	0.00000		0.00
CHECK DEPOSIT ADJUSTMENT	08026	99 9999	0.00000		0.00
WIRE OUT REPAIR SURCHARGE	18031	35 0330	9.00000		0.00
TOTAL ANALYZED CHARGES:					436.40

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY

ANALYSIS SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	37,834,810.58
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	37,834,810.58
EARNINGS ALLOWANCE @	\$	46,593.83
NET EARNINGS ALLOWANCE:	=	46,593.83
CURRENT MONTH ANALYZED CHARGES:	-	4,320.41
CURRENT MONTH POSITION:	=	42,273.42
TOTAL AMOUNT DUE:	\$	0.00
NUMBER OF DAYS IN THIS CYCLE:		31
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	\$ 812.01
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES *	\$	3,508,233

1.45% Earnings Credit Rate (ECR)

* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY	IAMTH	00 0230	0.00000	38,077.47	0.00
GENERAL ACCOUNT SERVICES					13.25
ACCT MAINTENANCE	22051	01 0000	5.00000	2.00	10.00
DEBITS POSTED	CK021	01 0100	0.05000	65.00	3.25
DEPOSITORY SERVICES					2,396.76
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416	0.00000	2.00	0.00
CEO RETN ITEM SUBSCRIPTION PER ITEM	34237	10 0416	0.00000	63.00	0.00
VAULT DEPOSITED COIN - ROLLED	08008	10 0110	0.12000	39.00	4.68
MISCELLANEOUS CREDITS POSTED	08025	10 0015	1.00000	3.00	3.00
CASH VAULT MONTHLY BASE	08132	10 0100	0.00000	1.00	0.00
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199	0.00090	751,627.00	676.46
CASH VAULT ADJUSTMENT REPORT-EMAIL	08351	10 0511	0.00000	1.00	0.00
DEPOSITED CHECKS - ON US	001	10 0220	0.05000	967.00	48.35
DEPOSITED CHECK	002	10 0225	0.05000	5,914.00	295.70
CASH DEPOSITED IN WF BRANCH	CK161	10 0006	0.00150	6,732.00	10.10
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100	1.00000	435.00	435.00
CASH VAULT DEPOSIT CASH AND CHECK	08174	10 0100	1.00000	779.00	779.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040	5.00000	13.00	65.00
ROLLED COIN FURNISHED BY WF BRANCH	CK131	10 0040	0.20000	57.00	11.40
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040	0.00150	22,044.00	33.07
RETURN ITEM - CHARGEBACK	CK061	10 0400	1.50000	12.00	18.00
CEO RETURN ITEM RETRIEVAL-IMAGE	CK062	10 0416	0.25000	23.00	5.75
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416	0.00000	2.00	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	CK069	10 0401	0.00000	12.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401	0.00000	2.00	0.00
RETURN ITEM REDEPOSITED	CK075	10 0402	1.25000	9.00	11.25
PAPER DISBURSEMENT SERVICES					392.19
POSITIVE PAY EXCEPTION - CEO IMAGE	34336	15 0724	0.25000	18.00	4.50
MICR CHECK REJECTS >1% THROUGH 2%	12677	15 0300	0.80000	15.00	12.00
PYMT AUTH MAX CHECK MTHLY BASE	MD091	15 0240	15.00000	1.00	15.00
POSITIVE PAY EXCEPTION CHECKS RETND	12505	15 0222	5.00000	13.00	65.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY
 ANALYSIS SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
STOP PAYMENT - ONLINE	12670	15 0410	5.00000	8.00	40.00
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352	0.25000	65.00	16.25
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352	0.25000	12.00	3.00
POSITIVE PAY EXCEPTIONS - ITEM	12903	15 0310	1.00000	18.00	18.00
POSITIVE PAY MONTHLY BASE	12907	15 0030	0.00000	1.00	0.00
POS PAY CHECKS WITH NO ISSUE RECORD	12908	15 0310	0.00000	14.00	0.00
WELLSIMAGE PAID CHECK MONTHLY BASE	22020	15 1350	25.00000	1.00	25.00
CHECK CASHING THRESHOLD MO BASE	22225	15 0240	0.00000	1.00	0.00
OTC DEBIT BLOCK MONTHLY BASE	22235	15 0240	0.00000	1.00	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	22245	15 0240	0.00000	1.00	0.00
WELLSIMAGE PAID CHECK PER CD	22015	15 1353	15.00000	1.00	15.00
DDA CHECKS PAID	22202	15 0100	0.07000	1,453.00	101.71
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122	0.02000	1,453.00	29.06
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500	0.00000	8.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399	0.03000	1,589.00	47.67
STOP PAYMENT - AUTO RENEWAL	22030	15 0412	0.00000	37.00	0.00
PAPER DISBURSEMENT RECON SERVICES					157.38
CEO CHECK ISSUES-ITEM	34337	20 0201	0.03000	4.00	0.12
ARP MONTHLY BASE - FULL	12060	20 0010	20.00000	1.00	20.00
ARP FULL RECON-ITEM	12377	20 0201	0.03000	1,421.00	42.63
ARP OUTPUT - TRANSMISSION	12430	20 0301	5.00000	2.00	10.00
ARP OPTIONAL REPORTS	12604	20 0306	0.00000	2.00	0.00
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999	0.00500	16,926.00	84.63
OUTGOING TRANSMISSION - PER ITEM	12694	20 0100	0.00000	1,454.00	0.00
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306	0.00000	1.00	0.00
GENERAL ACH SERVICES					324.51
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703	0.00000	6.00	0.00
ELECTRONIC CREDITS POSTED	CK018	25 0201	0.05000	502.00	25.10
ACH/WIRE PERFECT RECEIVABLE-MO BASE	ES203	25 0000	75.00000	2.00	150.00
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	34340	25 0400	0.00000	4.00	0.00
ACH MONTHLY BASE	ES280	25 0000	15.00000	1.00	15.00
ACH ONE DAY ITEM	ES211	25 0102	0.03000	88.00	2.64
ACH PERFECT RECEIVABLES - ITEM	ES204	25 0202	0.10000	1.00	0.10
ACH TWO DAY ITEM	ES210	25 0102	0.03000	7.00	0.21
ACH SAME DAY	ES216	25 0102	0.03000	47.00	1.41
ACH ORIGINATED - ADDENDA REC	ES206	25 0120	0.01000	3.00	0.03
ACH PERFECT RECEIVABLES - ADDENDA	ES205	25 0220	0.02000	1.00	0.02
ACH RECEIVED ITEM	ES344	25 0202	0.00000	465.00	0.00
ACH TRANSMISSION CHARGE	ES801	25 0501	5.00000	20.00	100.00
ACH CEO FRAUD FILTER STOP MTHLYBASE	34334	25 1050	15.00000	2.00	30.00
EDI PAYMENT SERVICES					0.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010	0.00000	1.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					302.80
WIRE IN REPAIR SURCHARGE	18030	35 0330	9.00000	1.00	9.00
WIRE PERFECT RECEIVABLES-PER ITEM	27045	35 0402	0.10000	53.00	5.30
WIRE IN - DOMESTIC	ES030	35 0300	5.00000	55.00	275.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY
 ANALYSIS SUMMARY

SERVICE DETAIL

<u>SERVICE DESCRIPTION</u>	<u>SERVICE CODE</u>	<u>AFP CODE</u>	<u>UNIT PRICE</u>	<u>VOLUME</u>	<u>SERVICE CHARGES</u>
WIRE BOOK TRANSFER - CEO	ES141	35 0120	0.50000	27.00	13.50
INFORMATION SERVICES					733.38
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003	20.00000	1.00	20.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274	0.00000	712.00	0.00
CEO SEARCH	27707	40 0340	0.00000	122.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052	20.00000	2.00	40.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272	0.00000	3,337.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055	20.00000	2.00	40.00
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274	0.00000	224.00	0.00
CEO EVENT MESSAGING SERVICE - EMAIL	34123	40 022Z	0.00000	545.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003	0.00000	3.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800	0.00000	4,371.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051	20.00000	1.00	20.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272	0.00500	122,675.00	613.38
INTERNATIONAL SERVICES					0.15
DEPOSITED CHECK ON CANADIAN BANK	IL152	60 9999	0.05000	3.00	0.15
Enter new charges / insert rows below:					
DDA STATEMENT - PAPER	CK049	01 0310	0.00000		0.00
CHECK DEPOSIT ADJUSTMENT	08026	99 9999	0.00000		0.00
WIRE OUT REPAIR SURCHARGE	18031	35 0330	9.00000		0.00
TOTAL ANALYZED CHARGES:					4,320.41

SUPPLEMENTAL PRICING PAGES

The following pricing schedule applies to all the accounts for the Board and Clerk.

AFP	EID	Description	Charge Basis	Unit Price
15 0810	22222	Printing & Supplies-Vendor Total (AT COST)	Pass Thru	At Cost
00 0210	ODACT	DAILY USE OF UNCOLLECTED FUNDS	\$ Pass Thru	WF Prime + 1%
01 0410	CK030	Client Analysis Paper	Statement	No Charge
01 0020	DS510	ZBA Master - Per Account	Account	\$15.00000
01 0021	DS001	ZBA Sub - Per Account	Account	\$10.00000
01 0021	DS585	Subaccount Maintenance (Per Account)	Account	\$5.00000
100230	795	ELECTRONIC DEPOSITED CHK-MICR REJ	Excess Reject	\$1.00000
10 9999	770	WFED (Wells Fargo Electronic Deposit) - Implementation Fee	One-Time Fee	\$1,000.00000
40 023Z	750	ELECTRONIC DEPOSIT DISCRETIONARY DATA-ITEM-STD	Field	\$0.05000
99 9999	64104	IMAGE FILE IMPORT - MAINTENANCE (PER PRODUCT)	Per Product	\$200.00000
99 9999	64101	IMAGE FILE IMPORT PAID CHECKS - IMAGE	Image	\$0.02000
99 9999	64112	IMAGE FILE IMPORT ELECTRONIC DEPOSIT - IMAGE	Image	\$0.02000
10 0000	CK771	COIN BAG DEPOSITS IN WF STORE	Coin bag	\$8.0000
10 0113	08072	CASH VAULT COIN DEP - STD HALF BAG	Coin bag	\$5.0000
10 0112	08070	CASH VAULT COIN DEP - SUBJ TO COUNT	Coin bag	\$5.0000
10 0113	08067	CASH VAULT COIN DEPOSIT - STD BAG	Coin bag	\$5.0000
10 0145	08116	CASH VAULT COIN FURN - STD HALF BOX	Coin box	\$3.0000
10 0146	08115	CASH VAULT COIN FURNISHED - STD BOX	Coin box	\$4.0000
15 0340	24250	OVERDRAFT CHARGE - PAID ITEM	Transaction	\$35.0000
15 0341	24253	OVERDRAFT CHARGE - RETURNED ITEM	Transaction	\$35.0000
15 0511	CK101	OFFICIAL BANK CHECK	Check purchased	\$10.0000
35 0104	18901	WIRE - OUTGOING FX WIRE - CEO	Transfer	\$22.0000
35 0560	18602	WIRE INVESTIGATION	Investigation	\$35.0000
35 0202	ES015	WIRE OUT DOMESTIC - NON REPETITIVE - PHONE	Wire	\$15.0000
35 0310	ES076	WIRE IN - INTERNATIONAL	Wire	\$5.0000
35 0320	ES191	WIRE IN - INTL - CORRESPONDENT BANK	Wire	\$5.0000
35 9999	18325	CEO WIRE ACCOUNT ADD	Wire	No Charge
35 9999	18326	OUTGOING WIRE RETURNED	Wire	\$55.0000
40 02ZZ	34124	CEO EVENT MESSAGING SERVICE - FAX	Item reported	\$2.0000
40 02ZZ	34128	CEO EVENT MESSAGING SERVICE - TEXT	Text	\$0.7500
40 1001	22990	PHOTOCOPY CUSTOMER SERVICE - ITEM	Photocopy	\$10.0000
45 0020	CS030	STAGECOACH SWEEP MONTHLY BASE	Account	\$150.0000
30 0341	ED271	ELECTRONIC COMMERCE - IMPLEMENTATION DEVELOPMENT HOURS - NOT APPLICABLE TO CURRENT SERVICES	Hour	\$200.0000

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.



Quick Reference Guide

Last updated July 2018

Prices listed are base prices, subject to change without notice, and do not include shipping, handling, or tax.

Suggested daily check volume	Scanner type	Description	Warranty	Charge basis	\$ Price
Fewer than 20 per day	CEO Mobile® Deposit	Desktop Deposit users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable CEO Mobile app available from the Apple App Store and Google Play Store.	N/A	N/A	N/A
		Digital Check CheXpress CX 30-IJ – single feed	12 month	per unit	\$468.00
			24 month	per unit	\$505.00
Fewer than 500 per day		Digital Check TS 240-50 ▪ 50 documents per minute	12 month	per unit	\$699.00
			24 month	per unit	\$749.00
		Panini Vision X 50 ▪ 50 documents per minute	12 month	per unit	\$740.00
		▪ Mac Compatible	24 month	per unit	\$790.00
More than 500 per day		Digital Check TS 240-100 ▪ 100 documents per minute	12 month	per unit	\$928.00
			24 month	per unit	\$978.00
		Canon CR190i II ▪ 190 documents per minute	12 month	per unit	\$2,734.00
		Note: Allow five to seven extra business days for delivery.	24 month	per unit	\$3,093.00

The following scanners are not sold through Wells Fargo’s scanner fulfillment partner, but are compatible with our service.

- Digital Check TS240-75
- Canon CR190i
- Panini I:Deal (until 12/31/2019)
- Panini Vision X 75
- Panini Vision X 60 AGP



Desktop Deposit price schedule (continued)

12-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	\$102.91
Digital Check CX30 single feed	per unit	\$84.86
Digital Check TS240 batch scanners	per unit	\$102.91
Maintenance fees		
Cleaning: Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.	per unit	\$65.00
Checkout: Includes evaluation and testing of unit/parts to specified standards. Note: Only applies if no problem is found.	per unit	\$65.00
Preventive maintenance: Includes a standard cleaning plus replacement of all O-rings and the drive belt.	per unit	\$154.37
Expedite: One day turnaround on warranty or service procedures.	per unit	\$51.46
Expedite: Same day turnaround on warranty or service procedures.	per unit	\$102.91
Repairs: Not covered under warranty	per hour plus parts	\$154.37
Repairs: Not covered under warranty	Flat rate covers all work (except camera or motherboard)	\$171.86
Supplies		
Franker for Panini i:Deal	per franker	\$23.53
Ink cartridge for Panini Vision X	per cartridge	\$22.63
Ink cartridge for Digital Check	per cartridge	\$22.63
3-pack ink cartridge for Panini or Digital Check	per 3-pack of cartridges	\$59.69
Ink cartridge for Panini AGP	per cartridge	\$56.08
Check retention bags	per 100 bags	\$23.86
Replacement box w/inserts (CX30)	per kit	\$18.52
Replacement box w/inserts (TS240)	per kit	\$23.51
Replacement box w/inserts (Panini)	per kit	\$36.27
Cleaning kit for Panini	per kit	\$46.99
Cleaning kit for Digital Check	per kit	\$48.61
Cleaning kit for Digital Check (small)	per kit	\$12.30
Cleaning cards for Canon	per pack	\$21.09
Cleaning swabs for Digital Check	per pack	\$7.20
Other		
Billing adjustments	per occasion	\$15.44
Restocking – Cancelled orders (unopened units only)	per unit	\$77.18

SECTION D – VENDOR REFERENCES

Proposal Title: **BANKING SERVICES**Proposal Number: **189-0463-P(LN)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Wells Fargo Bank, N.A.LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: More than 165 years. Founded in 1852.BUSINESS ADDRESS: 100 S. Ashley Drive, Tampa, FL 33602HOW LONG IN PRESENT LOCATION: 15+ yearsTELEPHONE NUMBER: 727-953-1125FAX NUMBER: 813-225-4450TOTAL NUMBER OF CURRENT EMPLOYEES: Approx 263,000 employees total FULL TIME _____ PART TIME _____NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: Varies depending on services & volumes

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: Orange County Board & Comptroller

ADDRESS: 201 S. Rosalind Ave., 4th Floor, Orlando, FL 32801

TELEPHONE/FAX: 407-836-5755 / 407-836-5753

CONTACT: Sean Polland, Treasury Manager

CONTACT EMAIL: sean.polland@occompt.com

COMPANY EMAIL ADDRESS: See above

3.
COMPANY: Seminole County Board & Clerk

ADDRESS: 301 N. Park Avenue, Sanford, FL 32771

TELEPHONE/FAX: 407-665-4335 / 407-330-7193

CONTACT: Grant Maloy, Clerk of the Circuit Court & Comptroller

CONTACT EMAIL: gmaloy@seminoleclerk.org

COMPANY EMAIL ADDRESS: See above

2.
COMPANY: City of Clearwater

ADDRESS: 100 S. Myrtle Avenue, Clearwater, FL 33758

TELEPHONE/FAX: 727-562-4533 / 727-562-4535

CONTACT: Jay Ravins

CONTACT EMAIL: jay.ravins@myclearwater.com

COMPANY EMAIL ADDRESS: See above

4.
COMPANY: Hillsborough County Board & Clerk

ADDRESS: 601 E. Kennedy Blvd., Tampa, FL 33602

TELEPHONE/FAX: 813-276-2029 ext. 7032

CONTACT: Tim Simon, Director of Finance

CONTACT EMAIL: timothy.simon@hillsclerk.com

COMPANY EMAIL ADDRESS: See above

SECTION F ELECTRONIC PAYMENT**Electronic Payment (ePayables)**

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

Yes

No

Wells Fargo Bank, N.A.

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WELLS FARGO BANK, N.A.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> 5 </u> Exemption from FATCA reporting code (if any) <u> E, J </u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 550 S 4TH STREET (MAC N9310-076)	Requester's name and address (optional)
6 City, state, and ZIP code MINNEAPOLIS, MN 55415	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
9	4	-	1	3	4	7	3	9	3	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1 November 2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: BANKING SERVICES

Proposal No: 189-0463-P(LN)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	V.R. Parker / Vicki Parker	10/29/19
2	V.R. Parker / Vicki Parker	11/12/19
3	V.R. Parker / Vicki Parker	12/2/19
4	V.R. Parker / Vicki Parker	12/6/19

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

EXHIBIT D - EXCEPTIONS**PINELLAS COUNTY
PROPOSAL EXCEPTION FORM**

The Bank wishes to take exception to the following items:

For additional details, please see the attached legal exceptions.

<u>Page</u>	<u>Item</u>	<u>Estimated Cost</u>
Pinellas County Banking Services RFP		
2	Submission of Proposal_c	N/A
4	14. Provision for Other Agencies 17.Variance from Standard Terms & Conditions	N/A
5	21. Services Agreement 22. Integrity of Request for Proposal (RFP) Documents.	N/A
6	23. Public Records/Trade Secrets	N/A
9	2. Proposal Requirements 4. Term Extension(s) of Contract	N/A
10	5. Subcontracting/Assignment	N/A
12 – 15	1. Limitations on Liability 2. Indemnification 3. Insurance	N/A
17	2. Anticipated Service Period/Standard Services Agreement	N/A
31	4. Scope of Work, j) System and Organization Controls (SOC) and Payment Card Industry (PCI) Data Security Standards (DSS)	N/A
38	6. No Exceptions to RFP (50 Points)	N/A
Services Agreement		
1	1. Definition, C. "Contractor Confidential Information"	N/A
3	4. Term of Agreement, B. Term Extension 4. Term of Agreement, E. Payments	N/A
4	6. Personnel 7. Termination	N/A
5	9. Confidential Information and Public Records	N/A
6	10. Audit 11. Compliance with Laws 13. Liability and Insurance, B. Indemnification	N/A
7	16.Subcontracting/Assignment	N/A
8	20. Right to Ownership 23. Applicable Law and Venue	N/A

Legal exceptions

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Pinellas County Board of County Commissioners in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to County's contractual requirements or to bind Wells Fargo to County's contractual requirements unless specifically commented upon.

Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
Pinellas County Banking Services RFP	
<p>Pg. 2_1. Submission of Proposal_ c</p> <p>Pg. 4_17.Variance from Standard Terms & Conditions</p> <p>Pg. 5_21. Services Agreement</p> <p>Pg. 5_22. Integrity of Request for Proposal (RFP) Documents.</p> <p>Pg. 9_2. Proposal Requirements</p> <p>Pg. 12_1. Limitations on Liability</p> <p>Pg. 17_2. Anticipated Service Period/Standard Services Agreement</p> <p>Pg. 38_6. No Exceptions to RFP (50 Points)</p>	<p>Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Pinellas County Board of County Commissioners in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to County's contractual requirements or to bind Wells Fargo to County's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.</p> <p>Wells Fargo's Service Documentation which governs the accounts and services to be provided will need to be part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of Pinellas County Board of County Commissioners' documents upon contract award.</p>
<p>Pg. 4_ 14. Provision for Other Agencies</p>	<p>The proposer agrees to make available the same terms and prices available to all government agencies, departments, and municipalities with the prior written consent of Wells Fargo.</p>
<p>Pg. 6_ Public Records/Trade Secrets</p> <p>Pg. 12_ 1. Limitations on Liability; 2. Indemnification</p>	<p>Wells Fargo would prefer the following language</p> <p>During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by</p>

	<p>the negligence or intentional misconduct of the Company. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).</p>
<p>Pg. 9_4. Term Extension(s) of Contract</p> <p>Services Agreement, Pg. 3_4. Term of Agreement, B. Term Extension</p>	<p>Wells Fargo requests that any extension of the contract should be mutually agreed to by both parties in writing.</p>
<p>Pg. 10_ 5. Subcontracting/Assignment</p> <p>Pg. 13_3. Insurance, g)</p>	<p>Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to Pinellas County Board of County Commissioners to be a subcontract for purposes of this Agreement.</p>
<p>Pgs. 12-15_ 3. Insurance</p>	<p>Wells Fargo respectfully requests to modify the language as follows:</p> <p>c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period-</p> <p>d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County a Political subdivision of the State of Florida as an Additional Insured.</p> <p>e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the proposer or their agent prior to the <u>no later than 10 days after the</u> expiration date.</p> <p>e) (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer <u>will mail 30 days' advance written notice in the event of cancellation, material change or reduction in coverage which results in non-compliance with insurance requirements contained herein.</u> Notice shall be given by email to</p>

	<p>Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.</p> <p>f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.</p> <p>h) Each insurance policy and/or certificate shall include the following terms and/or conditions:</p> <p>h) (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.</p> <p>h) (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.</p> <p>h) (5) All policies shall be written on a primary, non-contributory basis. General liability coverage is primary and noncontributory.</p> <p>h) (7) Insurance policies, other than Professional Liability and Workers Compensation, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).</p> <p>i) (3) Professional Liability (Errors and Omissions) Insurance – Bankers Professional Liability and Directors and Officers with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract</p> <p>i) (5) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR-04-01, with at least minimum limits as follows:</p>
<p>Pg. 31_4. Scope of Work, j) System and Organization Controls (SOC) and Payment Card Industry (PCI) Data Security Standards (DSS)</p>	<p>Please note: The SOC reports can be provided annually upon request. Our SOC2 report requires an NDA to be executed with appropriate information security confidentiality language.</p> <p>Wells Fargo respectfully requests that items II, III, and IV from this section be deleted as not applicable. Wells Fargo will not be involved with the storage, processing or transmittal of payment card account information.</p>
<p>Services Agreement</p>	
<p>Services Agreement</p>	<p>Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Pinellas County Board of County Commissioners in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to County's contractual requirements or to bind Wells Fargo to County's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.</p>

<p>Pg. 1_1. Definition, C. "Contractor Confidential Information"</p>	<p>Wells Fargo respectfully requests to add the underlined language below:</p> <p>"Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). <u>Contractor Confidential Information also includes any business, technical or other non-public or proprietary information relating to Contractor or its Affiliates that Contractor discloses to County or is acquired by County or its Personnel in the course of the Authorized Purpose, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review, or analysis), whether the information is marked "confidential" or with other words of a similar nature, or is actually known by County to be Contractor's confidential or proprietary information, or County should reasonably understand from all the relevant circumstances is confidential or of a proprietary nature: (ii) information relating to Contractor's, its Affiliates', or its suppliers' computer systems and architecture, security systems and procedures, or Personnel; and (iii) its customer/consumer information ("Customer/Consumer Information"), which includes data regarding any (A) current, prospective or former customer of Contractor or any Affiliate, whether an individual, business entity, governmental unit or otherwise, (B) consumer of Contractor or any Affiliate, (C) nonpublic personal information of Contractor or any Affiliate regarding its customers or consumers (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations), or (D) information subject to the Fair Credit Reporting Act and any regulations or guidelines adopted thereunder or any similar law or regulation.</u></p> <p>Notwithstanding the foregoing...</p>
<p>Pg. 3_4. Term of Agreement, E. Payments</p>	<p>Wells Fargo's preferred dispute resolution forum is arbitration, as outlined in the Wells Fargo Service Documentation. Please refer to Wells Fargo Service Documentation for Wells Fargo's dispute resolution provisions, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.</p>
<p>Pg.4_6. Personnel</p>	<p>Wells Fargo reserves the right to negotiate mutually acceptable provisions relating to personnel.</p>
<p>Pg. 4_7. Termination</p>	<p>Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p>
<p>Pg. 5_9. Confidential Information and Public Records</p>	<p>Wells Fargo reserves the right to negotiate mutually acceptable provisions relating to confidentiality.</p> <p>Please note:</p> <p>B. Wells Fargo acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.</p> <p>C. Wells Fargo acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies.</p>
<p>Pg. 6_10. Audit</p>	<p>Wells Fargo cannot allow physical facility audits for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies.</p>
<p>Pg. 6_11. Compliance with Laws</p>	<p>Wells Fargo will comply with all applicable laws and regulations.</p>

<p>Pg. 6_13. Liability and Insurance, B. Indemnification</p>	<p>During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Company. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).</p>
<p>Pg. 7_16.Subcontracting/Assignment</p>	<p>Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to Pinellas County Board of County Commissioners to be a subcontract for purposes of this Agreement.</p> <p>Either party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition, or corporate restructuring involving Wells Fargo.</p>
<p>Pg. 8_20. Right to Ownership</p>	<p>Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.</p>
<p>Pg. 8_23. Applicable Law and Venue</p>	<p>Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, Wells Fargo also requires that the governing law provision to be included in the final contract also include federal law and regulations.</p>

Exception information is confidential.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC (Servicing Broker for Wells Fargo & Company) 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: USI Insurance Services National, Inc. PHONE (A/C, No, Ext): 1-800-241-6633 FAX (A/C, No): 1-610-537-1929 E-MAIL ADDRESS: USICertRequest@usi.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Wells Fargo & Company and its Subsidiaries including Wells Fargo Bank, N.A. 550 South 4th Street Minneapolis, MN 55415	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Old Republic Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 24147</td> </tr> <tr> <td>INSURER B: Superior Guaranty Ins. Co. of Vermont</td> <td></td> </tr> <tr> <td>INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Old Republic Insurance Company	NAIC # 24147	INSURER B: Superior Guaranty Ins. Co. of Vermont		INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Old Republic Insurance Company	NAIC # 24147												
INSURER B: Superior Guaranty Ins. Co. of Vermont													
INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA	19445												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 14676183

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY 304056	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 304054	04/01/2015	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			404-1GLCI20	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 302638 00	04/01/2015	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Financial Institution Bond			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence \$100,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Banking Services.

Pinellas County, A Political Subdivision of the State of Florida is Additional Insured on General Liability and Auto Liability and Waiver of Subrogation applies on General Liability, Auto Liability and Workers Compensation as their interest may appear per the attached endorsements as required per written contract, subject to policy terms, conditions, and exclusions.

***The Financial Institutional Bond includes Fiduciary Liability and Crime Coverage

*NO PRIOR ACTS EXCLUSION

CERTIFICATE HOLDER

Pinellas County, A Political Subdivision of the State of Florida
 400 South Fort Harrison Avenue
 Clearwater, FL 33756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Professional Liability			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence
	Errors & Omissions						\$100,000,000 Aggregate
	Claims Made						
C	Cyber Liability			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence
	Network Security, Privacy and						\$100,000,000 Aggregate
	Multi-Media Liability						

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8., Transfer Of Rights Of Recovery Against Others To Us, is amended to read as follows:

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured may waive these rights before or after a loss. We will act in concert with the Insured and all other interests in the exercise of such rights or recovery.

Any recovery shall be apportioned as follows: first, any amount paid by any interest (including the Insured) shall be reimbursed to such interest including the Insured; second, we shall be reimbursed out of the balance then remaining up to the amount paid under this Policy; and third, the Insured is entitled to the residue.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) and us in the rate of the respective recoveries as finally settled.

If there shall be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

GL 259 010 0409

MWZY 304056

Wells Fargo & Company

04/01/2015 - 04/01/2020

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORMS

SECTION IV - BUSINESS AUTO CONDITIONS A., Loss Conditions, 5. is deleted and replaced with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this Policy, these rights are transferred to us. You may waive these rights before or after a loss. We will act in concert with you and all other interests in the exercise of such rights of recovery.

Any recovery shall be apportioned as follows: first, any amount paid by any interest (including you) shall be reimbursed to such interest (including you); second, we shall be reimbursed out of the balance then remaining up to the amount paid under this Policy; third, you are entitled to the residue.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including you) and us in the rate of the respective recoveries as finally settled.

If there shall be no recovery in proceedings instituted solely on our initiative, the expense thereof shall be borne by us.

CA 259 018 0409

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORMS

SECTION II - LIABILITY COVERAGE A. 1., Who Is An Insured is amended to include the following as an Insured:

- d. Any person or organization for whom you have agreed under contract or agreement to provide insurance.

However, the Insurance so provided shall not exceed the scope of coverage and/or limits of this Policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

CA 259 010 0409

MWTB 304054

Wells Fargo & Company

04/01/2015 - 04/01/2020

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE. THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED IN THE SCHEDULE.

SCHEDULE

ANY ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT

FORM B

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INSURED COPY

MWC 302638

Wells Fargo & Company

4/1/2015 - 4/1/2020



USI Insurance Services
3475 Piedmont Road, Suite 800
Atlanta, GA 30305

Phone: 470-875-0598

Certificate holder:

Attached is a Certificate of Insurance for Wells Fargo & Company or one of its affiliates or subsidiaries. If you no longer require a certificate for this Insured, please write "Delete" across the front of the certificate and email it to USICertRequest@usi.com. No cover sheet is necessary.

If you should have any questions regarding this certificate, please contact us.

Thank you,

USI Insurance Services
USICertRequest@usi.com
1-877-WFC-RISK (option 3)

Attachment

Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office, receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	Same day
U.S. government checks	One day
Select financial institution checks ²	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

² Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

Wells Fargo will not process single deposits of \$100 million or more. Such deposits will be returned to the customer unprocessed.

[wellsfargo.com/com](https://www.wellsfargo.com/com)

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TM-2177 PDS-1506554 (05/19)

Together we'll go far



Commercial / Commercial Checking / National Bank customers

Desktop Deposit[®] service availability schedule

All Wells Fargo electronic deposits to a commercial or national bank account received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

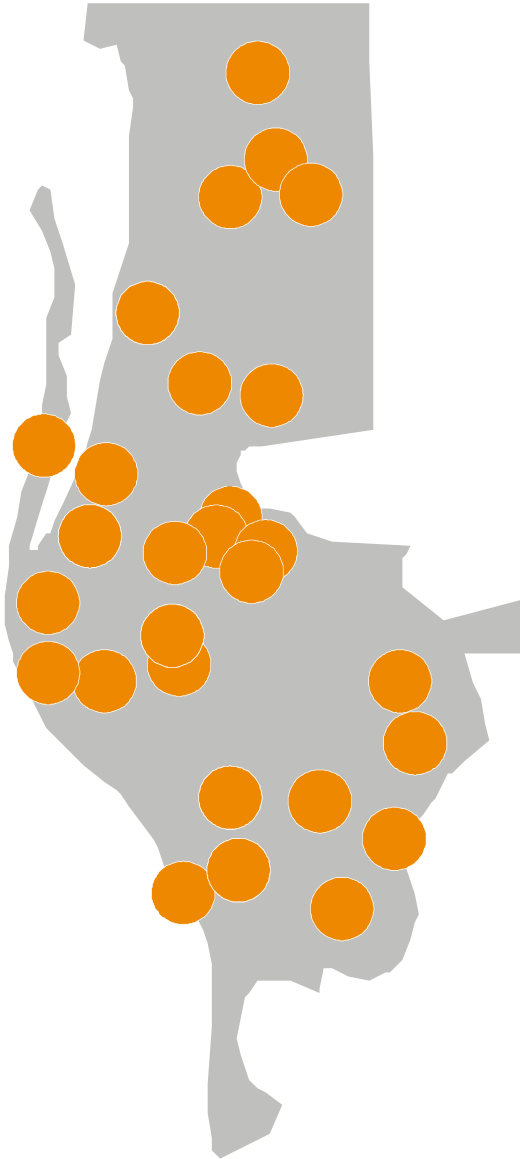
Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.

This schedule is subject to change without notice.



Pinellas County, Florida



Bank Name	Bank Address	City	State	Zip
Belleair Bluffs	2515 W Bay Dr	Belleair Bluffs	FL	33770 1934
South Fort Harrison	639 S Fort Harrison Ave	Clearwater	FL	33756 5301
Clearwater Mall	2699 Gulf To Bay Blvd	Clearwater	FL	33759 4936
Northwood	2580 N McMullen Booth Rd	Clearwater	FL	33761 4100
Belcher	1551 S Belcher Rd	Clearwater	FL	33764 7603
Sunset Point	2301 Sunset Point Rd	Clearwater	FL	33765 1426
Island Estates	130 Island Way	Clearwater	FL	33767 2216
Dunedin	2494 Bayshore Blvd	Dunedin	FL	34698 2065
Main Street Dunedin	1483 Main St	Dunedin	FL	34698 4612
Gulfport	2001 49th St S	Gulfport	FL	33707 4915
Tri-City	5250 E Bay Dr	Largo	FL	33764 5721
Largo Midway	1180 Jasper St W	Largo	FL	33770 1840
Largo Mall	10500 Ulmerton Rd Ste 480	Largo	FL	33771 3535
Indian Rocks	14147 Walsingham Rd	Largo	FL	33774 3230
Bardmoor	8700 Bryan Dairy Rd	Largo	FL	33777 1205
Palm Harbor	33277 US Hwy 19 N	Palm Harbor	FL	34684 3153
Ridgemoor	4949 Ridgemoor Blvd	Palm Harbor	FL	34685 1745
Boot Ranch	100 E Lake Rd	Palm Harbor	FL	34685 2416
Park & Belcher	7323 Park Blvd	Pinellas Park	FL	33781 2922
Park Place	7100 US Hwy 19 N	Pinellas Park	FL	33781 4602
Corey Landing	400 Corey Ave	Saint Pete Beach	FL	33706 1902
Downtown St Petersburg	125 5th St S	Saint Petersburg	FL	33701 4168
Northeast St Petersburg	9655 4th St N	Saint Petersburg	FL	33702 2515
Central St Pete	4100 4th St N	Saint Petersburg	FL	33703 5727
66th Street	3131 66th St N	Saint Petersburg	FL	33710 3115
Tyrone Boulevard	1000 Tyrone Blvd N	Saint Petersburg	FL	33710 6309
Skyway	3095 54th Ave S	Saint Petersburg	FL	33712 4613
Mid City	2350 34th St N	Saint Petersburg	FL	33713 3611
Seminole	7700 Seminole Blvd	Seminole	FL	33772 4885
Oakhurst	13099 Park Blvd	Seminole	FL	33776 3640
Pasadena	1101 Pasadena Ave S	South Pasadena	FL	33707 2892
Tarpon Springs	101 Federal Pl	Tarpon Springs	FL	34689 3600



Dual Pouch Deposit Bag Specifications

Proof Specifications

- Receipt and bag must be bar coded with identical numbers
- Bag size and style: 9.125" x 15" + 1.5" receipt
- Film color (front): Clear
- Film color (back): Black
- Film type & gauge: Co-Ex, 2.75 mil total

Bag Number System

- Receipt and flap on closure system have the same distinctive numbers, which are printed with an inkjet printer.
- The distinctive number must be a ten-digit bar code number in standard Modulus 10 (weighted) check digit format with a leading digit that is not 0, 5, 8, or 9.
- Bar code must be readable by all major scanning devices and technologies.
- Bar code symbology should be Code 3 of 9.

Required Information

Front of bag must contain space for the following information fields:

- Customer Name
- Store Number
- Cash Amount
- Total Amount
- Check Amount

Product Feature Requirements

- Closure must:
 - Be extremely tamper-evident under various conditions
 - Show "Void" when tampering occurs
 - Endure normal usage without showing evidence of tampering
- Seals must be sturdy, highly tamper proof, and leak resistant
- Film must:
 - Endure normal usage without deterioration
 - Be water and oil resistant

Product Construction

Featured Bag Requirements

- ½" pouch seal on both sides of the bag and a minimum seal strength of 2,990 grams/inch.
- ¼" pouch seal separating the cash-only and check-only pouches with a minimum seal strength of 2,076 grams/inch.
- Seals are straight and cleanly cut to provide a maximum degree of tamper evidence.

Primary Closure Method – Cash Pouch

- Self-sealing, pressure-sensitive void tape
- In-line adhesive 1.125" width
- 1.125" release liner
- 1.5" tear-off receipt strip
- Release liner is easily detached
- Maximum degree of tamper proof within temperature range of -60° to 160° Fahrenheit

Primary Closure Method – Check Pouch

- ¼" adhesive width
- ½" release liner
- Pouch is resealable with self-sealing, pressure-sensitive adhesive

Easy preparation of your business deposits

Business deposits including Stagecoach Deposit[®]

Step one: Bundling your deposit

Currency

1. Place all currency face up in the same direction and sort by denomination.
2. Count each denomination and list the currency amounts by denomination on your deposit ticket.
3. Place a single rubber band around the entire bundle of currency. You may also strap the currency if you prefer.

Note: Do not include travelers checks with currency; they should be bundled with checks.

Do not include foreign currency with your deposit. Foreign currency must be exchanged for U.S. currency as a separate transaction.

Coins

Count coins and record the amount on the deposit ticket. Up to \$10 in coin can be included in the cash portion of the dual-pouch deposit bag.¹

Checks

1. Endorse your checks. Stack all checks by physical size with the largest check on the bottom and smallest check on the top, face up with the account number at the bottom.
2. Run a customer tape (e.g., adding machine tape) of all checks and record this total on the deposit ticket. If the customer tape does not show the check item count, write check item count on the customer tape.

Note: A customer tape is an adding machine tape or itemized list which shows all checks within a deposit. If the deposit is out-of-balance, the tape is the key evidence needed to identify and locate the out-of-balance and possibly avoid customer impact.

3. Place the customer tape on top of the check bundle, making certain that checks are in the same order as listed on the tape. Do not exceed 100 checks per deposit.
4. Place a single rubber band around the checks and customer tape.

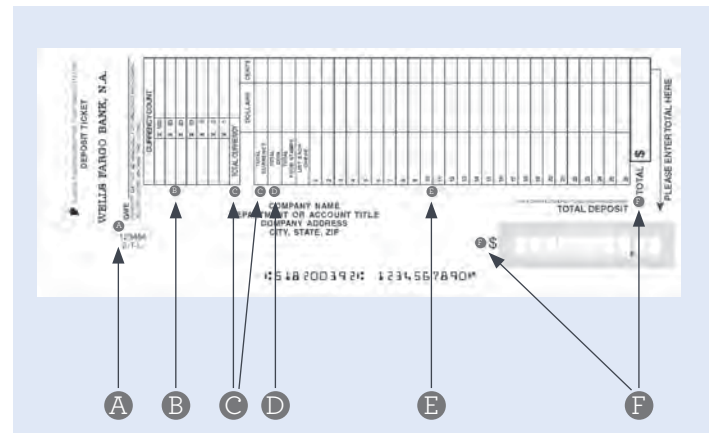
Step two: Completing your deposit ticket

Enter the following information on your deposit ticket (see image below):

- A** Date of deposit
- B** Currency amounts by denomination if applicable

- C** Total currency amount
- D** Total coin amount¹
- E** Total check amount from the customer tape. For deposits containing a:
 - Minimal number of checks, list check amounts separately by bank number on the deposit ticket.
 - Large number of checks, use the back of the deposit ticket to list additional check amounts. The total from the back can be written on the front of the deposit ticket.
- F** Total deposit amount (sum of currency, coin, and checks)

The teller will give you a deposit receipt in return for your prepared deposit ticket. If you'd like a copy of your deposit ticket, present two copies and the teller will validate the second copy for you to keep.



Deposit ticket

Step three²: Packing your deposit

Write the following on the outside of the bag:

- Your company name
- Your location number (if applicable)
- Today's date
- Cash total from your deposit ticket (currency + coin)
- Deposit total (grand total of cash + checks listed on your deposit ticket)

Place only one deposit per bag.

continued

¹ Coins in excess of \$10 should be deposited in a separate tamper-evident coin deposit bag.

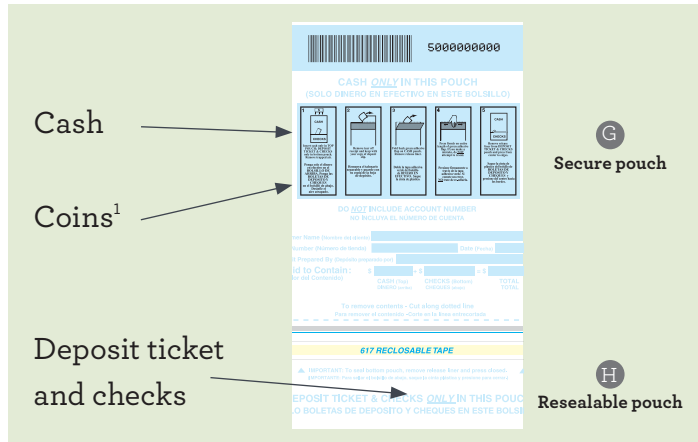
² Follow this step only if you are depositing with a plastic deposit bag.

Together we'll go far



Dual-pouch bag (for Stagecoach Deposit Post Verify)

- In the secure cash pouch insert (see **G** below):
 - Currency
 - Loose coins (\$10 maximum)
- In the resealable pouch insert (see **H** below):
 - Checks (limit 100)
 - Original deposit ticket
 - Copy of deposit ticket (optional)
- Seal each pouch according to the instructions on the bag.
- If the bag includes a receipt strip, tear it off and retain it for your records.

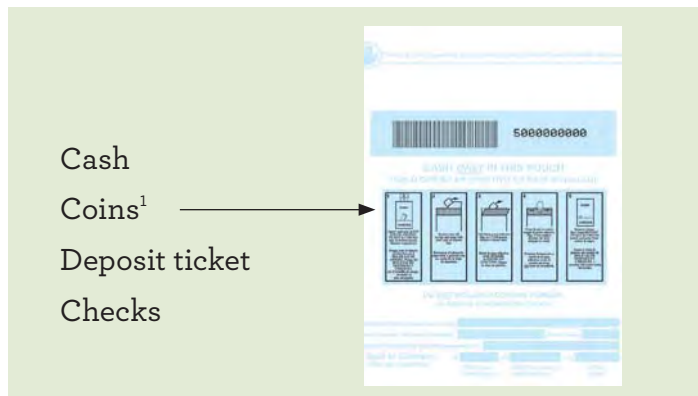


Dual-pouch bag

Note: Stagecoach Deposit Post Verify may not be available to all business customers. Please talk to your banker to see if Stagecoach Deposit Post Verify will work for you.

Single-pouch bag (not for Stagecoach Deposit Post Verify)

- Insert the following inside the bag:
 - Currency
 - Loose coins (\$10 maximum)
 - Checks (limit 100)
 - Original deposit ticket
 - Copy of deposit ticket (optional)
- Seal the pouch according to the instructions on the bag.
- If the bag includes a receipt strip, tear it off and retain it for your records.



Single-pouch bag

Step four: Presenting your deposit

Teller deposit

Present your deposit to a Wells Fargo teller during normal business hours. When you present your deposit in any of our branch locations, you will receive same-day credit, even if your deposited cash is post-verified. You will be given a receipt (transaction record) and, if provided, your duplicate deposit ticket will be validated and returned to you as an additional receipt.

Teller deposit methods

Post Verification — The teller will provide you with a receipt for your transaction. The cash is verified after you leave the bank. This deposit method reduces your wait time — getting you in and out of the bank faster.

Count Now — The teller will process the deposit ticket and checks contained in your deposit, verifying the cash contained in your deposit while you wait.

Note: Post Verification is not available at all Wells Fargo locations in grocery stores.

Night drop deposit

Place your deposit bag in the night depository. If you deposit the bag after the established cut-off time, your account will be credited the next business day.

How can we help?

For more information on the Stagecoach Deposit service, contact your Wells Fargo treasury management representative.

[wellsfargo.com/com](https://www.wellsfargo.com/com)

Bag supplies:

Dual-pouch plastic bags are available from the Wells Fargo Supply Order Desk by calling 877-851-7258.

Cash Vault Deposit preparation guide



Wells Fargo Cash Vault

Deposit preparation guide

Welcome This guide will walk you through the proper way to prepare your deposits.

Our ability to provide timely and accurate posting of deposits to your account depend on the proper preparation of your deposits.

Improperly prepared deposits are subject to additional fees and may result in delayed posting.

Note: Foreign currency and checks are accepted in select Wells Fargo vaults. Please work with your Treasury Management Sales Consultant or relationship manager to learn more about the proper deposit procedures and exact locations.



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Main menu

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- [Cash deposits](#)
- [Coin-only deposits](#)
- [Check-only deposits](#)
- [Mixed deposits](#)
- [Deposit bag requirements](#)
- [Federal Reserve coin deposit bag minimum requirements](#)

Supplies

Overview

Supplies you may need

- Deposit slips
- Deposit bags
- Rubber bands
- Currency straps
- Coin-only deposit envelopes
- Adding machine tape

How to order supplies

- Superior Press
888-590-7998
- TM Client Services
800-289-3557, option 4

Deposit slips

Use pre-printed Wells Fargo deposit slips to process your deposit and credit your account.

- Do not use deposit slips from another location, customer, or bank.
- You can use a blank deposit slip from a nearby Wells Fargo branch if you run out.

Deposit bags

Use Wells Fargo approved deposit bags only.

Bag types will vary based on the contents of the deposit. Bag type to use is indicated in the instructions.

Rubber bands

Secure bundles of currency and checks using one rubber band.

Currency straps (optional)

Use currency straps to secure 100 note stacks of a single denomination.

Coin-only deposit envelopes

Use with coin-only deposits.

Adding machine tape

Use with check deposits to total bundles of checks.



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Cash deposits

Deposits containing U.S. currency and up to \$10 in U.S. coin

Cash deposits at a glance

- 1 Prepare currency
- 2 Add coins
- 3 Complete deposit slip
- 4 Label deposit bag
- 5 Complete shipping manifest
- 6 Retain records

Bag type: Single pocket

1 Prepare currency

If your deposit has **fewer than 100 notes**, place the notes directly in a deposit bag.

If your deposit has **100 or more notes** bundle them and place them in a bag using one of the following methods:

Currency straps (optional):

- Create 100-note bundles of the same currency.
- If you have 10 bundles of like denomination, bundle them together with a rubber band at each end.

No currency straps

- Place a rubber band around bundles containing up to 500 notes.

2 Add coins

Place no more than \$10 in loose coins in the same deposit bag with your currency.

For more than \$10 in coin, you will need to create a separate coin-only deposit.

3 Complete deposit slip

Place a completed deposit slip in each bag that includes:

- Deposit date
- Currency by denomination
- Currency total
- Coin total, if applicable
- Grand total

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Cash deposits (continued)

4 Label deposit bag

Place the deposit slip inside the bag or pouch so that it is visible from the outside

Make sure the outside of your deposit bag includes:

- Your company name
- Location number
- Deposit total
- Deposit destination:
Wells Fargo Cash Vault

5 Complete shipping manifest

Complete a shipping manifest or consignment log entry for each bag including bag serial numbers.

6 Retain records

Seal the deposit bag and retain the bag receipt.

Present the bag to your armored carrier upon arrival.

Obtain and save receipts and a signed manifest from the carrier for your records.

Best practices

Staples and clips

Remove all staples and paper clips from currency.

Unencoded deposit slips

Include your account name, location number (if applicable), and account number on your deposit slip.

Not accepted

Bearer bonds, non-cash coupons, blank checks, securities, credit cards, and other valuables are not accepted in deposits.

Single pouch bags

Place cash in a single pouch bag with a deposit slip.



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Coin-only deposits

Deposits containing more than \$10 in U.S. coin

Coin-only deposits at a glance

- 1 Separate coin
- 2 Label deposit bag
- 3 Complete deposit slip
- 4 Prepare coin-only deposit envelope
- 5 Complete shipping manifest
- 6 Retain records

Bag type: Plastic coin bag (with handles)

1 Separate coin

Separate your coins by denomination and bag them in full- or half-bag quantities.

Bag contents are as follows:

- Penny: \$25 or \$50
- Nickel: \$100 or \$200
- Dime: \$500 or \$1,000
- Quarter: \$500 or \$1,000
- Half dollar: \$500 or \$1,000
- Dollar: \$500 or \$1,000

Excess coins

You can mix coin denominations within the bag that does not meet the above quantities (not exceeding 50 pounds).

2 Label deposit bag

Make sure the outside of your deposit bag includes:

- Your company name
- Location number
- Deposit total
- Deposit destination:
Wells Fargo Coin Center

3 Complete deposit slip

Complete a deposit slip that includes:

- Deposit date
- Coin total
- Bag serial numbers
- Grand total

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Coin-only deposits (continued)

4 Prepare coin-only deposit envelope

Place completed deposit slip inside a coin-only deposit envelope. **Do not** place envelope inside or attach to the coin deposit bag.

Make sure the outside of your coin-only deposit envelope includes:

- Your company name
- Location number
- Deposit total
- Number of bags
- Bag numbers

5 Complete shipping manifest

Complete a shipping manifest or consignment log entry for each bag and envelope including bag serial numbers.

6 Retain records

Seal the deposit bag(s) and retain the bag receipt(s).

Present the bag(s) and envelope to your armored carrier upon arrival. Ensure a manifest entry was created for both the bag(s) and the envelope containing the deposit ticket.

Obtain and save receipts and a signed manifest(s) from the carrier for your records.

Best practices

Weigh your coin

The weight of any single bag **cannot exceed 50 pounds**. If a bag exceeds this limit, use multiple bags.

Foreign/damaged coins

Do not include non-U.S. dollar or damaged coins in your deposit. Damaged coins include those that are: mutilated, bent, broken, not whole, fused, melted together, excessively worn, and reduced in weight from wear.

Unencoded deposit slips

Include your account name, location number (if applicable), and account number on your deposit slip.

Use coin deposit bags

Large coin deposits should be placed in tamper-evident bags specially designed for bulk coin deposits. These bags typically have built-in handles.



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Check-only deposits

Deposits containing only checks and travelers checks, no coin or currency

Check-only deposits at a glance

- 1 Bundle checks
- 2 Run adding machine tape
- 3 Label adding machine tape
- 4 Rubber band checks with adding machine tape
- 5 Complete deposit slip
- 6 Label deposit bag
- 7 Complete shipping manifest
- 8 Retain records

Bag type: Single pocket

1 Bundle checks

Create bundles of checks, including travelers checks, in increments of 50 to 250 checks.

Deposits with fewer than 50 checks do not need to be bundled – you can place them directly in the bag.

2 Run adding machine tape

Create an adding machine tape totaling each bundle keeping the same order as the checks in the bundle.

3 Label adding machine tape

Label each adding machine tape to include:

- Your company name
- Location number
- Bank account number
- Deposit date

4 Rubber band checks with adding machine tape

Rubber band each check bundle at both ends and use a third rubber band to attach the adding machine tape to the top of the bundle.

Do not use staples or paper clips to fasten tape to bundle. Use only one tape per bundle.

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Check-only deposits (continued)

5 Complete deposit slip

Complete a deposit slip that includes:

- Deposit date
- Itemized totals for each bundle
- Grand total

6 Label deposit bag

Place the deposit slip inside the bag or pouch so that it is visible from the outside

Make sure the outside of your deposit bag includes:

- Your company name
- Location number
- Deposit total
- Deposit destination:
Wells Fargo Cash Vault

7 Complete shipping manifest

Complete a shipping manifest or consignment log entry for each bag including bag serial numbers.

8 Retain records

Seal the deposit bag and retain the bag receipt.

Present the bag to your armored carrier upon arrival.

Obtain and save receipts and a signed manifest from the carrier for your records.

Best practices

Endorsements

Endorse (handwritten or stamped) all checks and travelers check including.

Include depositor's name and location number, if applicable

Staples and clips

Remove all staples and paper clips from checks.

Orientation

Place all checks face up, unfolded, and in the same direction.

Money orders

Remove all stubs or attachments from money orders or MoneyGram® checks.

Unencoded deposit slips

Include your account name, location number (if applicable), and account number on your deposit slip.

Single pouch bags

Place checks in a single pouch bag with a deposit slip.



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Mixed deposits

Deposits containing checks, travelers checks, U.S. currency, and up to \$10 in U.S. coin

Mixed deposits at a glance

- 1 Follow previous procedures
- 2 Complete deposit slip
- 3 Label deposit bag
- 4 Complete shipping manifest
- 5 Retain records

Although we accept mixed deposits, we recommend cash only and check only deposits to help expedite processing and crediting your account.

Bag type: Single pocket or dual pouch

1 Follow previous procedures

Follow the same deposit preparation procedures for cash-only and check-only deposits included in these instructions.

2 Complete deposit slip

Complete a deposit slip that includes:

- Deposit date
- Currency by denomination
- Currency and coin totals
- Itemized totals for each check bundle or the itemized check amounts
- Grand total

3 Label deposit bag

Place the deposit slip inside the bag or pouch so that it is visible from the outside

Make sure the outside of your deposit bag includes:

- Your company name
- Location number
- Deposit total
- Deposit destination:
Wells Fargo Cash Vault

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Mixed deposits (continued)

④ Complete shipping manifest

Complete a shipping manifest or consignment log entry for each bag including bag serial numbers.

⑤ Retain records

Seal the deposit bag and retain the bag receipt.

Present the bag to your armored carrier upon arrival.

Obtain and save receipts and a signed manifest from the carrier for your records.

Best practices

Staples and clips

Remove all staples and paper clips from currency and checks.

Unencoded deposit slips

Include your account name, location number (if applicable), and account number on your deposit slip.

Not accepted

Bearer bonds, non-cash coupons, blank checks, securities, credit cards, and other valuables are not accepted in deposits.

Dual pouch bags

Cash-only and check-only deposits should be placed in separate pouches with a deposit slip for each one.



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Deposit bag requirements

Requirements

- Bags must be clear or opaque plastic on both sides.
- Seals must be strong, highly tamper evident and leak resistant.
- Film must withstand normal customer handling without failing.
- Film must be water and oil resistant.
- The bag must be labeled "To: Wells Fargo."
- The bag and its tear off strip must have matching tracing numbers.

Product construction

- Film thickness - 50 microns (1.97 mil)
- 12" pouch seal on each side of the bag with minimum seal strength of 1,500 grams/inch
- Seals are straight and cleanly cut to provide a high degree of tamper evidence
- Self-sealing pressure-sensitive adhesive
- In-line adhesive width - 1.00"
- Tear-off receipt strip - 1.00"
- Easy removal of release liner

Features not accepted

- Canvas or zippered bags
- Locking bags requiring keys
- Fold over seals on bags used for cash deposits
- Bags smaller than 8" x 10"
- Perforated bags (unless a deposit ticket is included in each side of the bag)
- Heat sealed bags (the edges melt together with no overlap)



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Federal Reserve coin deposit bag minimum requirements

Security

- Bags should be self-sealing.
- The seal must be tamper evident.

Stackability

- Exterior coefficient of friction (COF) of bags should be sufficient to prevent slipping while stacked with other plastic and/or canvas bags.

Durability

- Bags should incorporate a reinforced handle to be able to withstand a hang test with a load of 100 pounds or more.
- The thickness of the material should be a minimum of 6.5-mil.
- A full bag of coin should be able to withstand eight to 10, six-foot drops.

Size and features

- The bag size should not exceed 13" by 19."
- Bag handles should not exceed three inches, with total bag dimensions not to exceed 13" by 22."
- Bags may be either clear or tinted. If the bag material is colored, the color should not be opaque; contents must be clearly distinguishable through the packaging material.



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Thank you

If you have questions, please contact your dedicated client service officer or Treasury Management Client Services at 1-800-289-3557, option 2.



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Commercial Electronic Office

Treasury Information Reporting

Helping you make more-educated decisions, and reconcile accounts quickly and easily, by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Whether your company needs comprehensive reports on domestic or international treasury activity, Wells Fargo Treasury Information Reporting puts extensive, real-time information at your fingertips to help you make critical business decisions. Treasury Information Reporting delivers online automated, customizable information reporting for all your business activities through the *Commercial Electronic Office*® (CEO®) portal. With a single sign-on and just one password, you can view, print, and download your balances, transactions, and check images on selected reports for review in minutes.

Treasury Information Reporting provides:

Customized reporting options. Our suite of reports allows you to select reports or statements to support your treasury management activity. Online delivery allows you to select only the dates, accounts, and transactions you want to see.

Saved reports. After you customize your report, you can save it and reuse it anytime you want. Save up to 100 customized reports that you can edit at any time.

Shared reports. Sharing your saved report lets you share it with other users who have access to the standard report. Shared reporting gives each user in your company access to the saved settings you have established for their authorized accounts — saving you the time of customizing each person's report to provide similar results. Your company can share up to 200 reports and each user up to 50 reports.

Account Balances panel. View critical account information as soon as you log on to the CEO portal. This panel provides the balance information you want to see from the accounts you choose.

Quick Reports. Access the reports you choose from Quick Reports directly on the CEO Home dropdown menu.

Intraday data availability. We update many reports several times throughout the day, ensuring that your balance and transaction information is current.

Cash Flow Analysis. In addition to the traditional reporting services available within Treasury Information Reporting, Cash Flow Analysis is an interactive reporting tool that provides you the information you need to optimize your organization's financial position. Cash Flow Analysis provides comprehensive views of your

current cash and credit position, with the ability to drill down to detailed transactional information. Additionally, forecasting and advanced reporting tools can assist with improved funding decisions, faster reconciliation, better trending, and management reporting.

Data Exchange. Combine information for your Wells Fargo accounts with your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous day account balance, and transaction detail activity to Wells Fargo from participating financial institutions.

Images. You can view check images that have posted to your account by the next business day on several reports.

Alerts. Receive proactive notification of time-critical information directly, by email, fax, or text message, at whatever time you specify.

Administration. You can add new CEO portal users and administrators, reset passwords, disable users, and add or modify existing user authorizations — and even add additional reports or features.

Autolink. Reduce the amount of time you spend on routine tasks by automating your report retrieval and delivering reports directly to your workstation or printer. Generate reports at any time, or schedule them to run daily, weekly, or monthly. Implementation is simple and secure, and does not require a direct transmission set up.

continued

Together we'll go far



Report	Report formats					With this report, you can:
	HTML	PDF	Excel	CSV	BAI V2	
Previous Day reports						
Express Balance ††	Y	Y	Y	Y	N	Get a quick snapshot of your previous day account balance information.
Loan Manager	Y	Y	Y	Y	Y	Receive a consolidated view of your asset-based loan activity, including summarization of operating account, collateral account, and loan activity.
Month-to-Date Balance	Y	Y	Y	Y	Y	View a daily summary of account balances, aggregate float, and total transactions posted to your account for the month to date, for the prior month, or for a specific date range.
Previous Day Posting Status	Y	Y	N	N	N	Check this report throughout the day to see which of your accounts has available previous day information.
Previous Day Composite ††	Y	Y	Y	Y	Y	Get a complete view of previous day information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction.
Previous Day Return Item*	Y	Y	Y	Y	Y	View details of returns after they are charged to your account. You can also view images of each return.
Previous Day Running Ledger	Y	Y	Y	Y	N	Provides a concise view of the detail debits and credits posted to your account, with the running ledger balance alongside each transaction reported. (Report is included with enrollment to the Previous Day Composite report.)
Sweep Account Position †	Y	Y	Y	Y	N	Monitor your line of credit, view your investment position for the next day, see how sweep activity on Stagecoach Sweep® transactions impacts your line of credit, and track dividend accruals.
Intraday reports						
Cash Letter Detail	Y	Y	N	N	N	Determine your exact cash position by viewing detailed funds availability information on preencoded check deposits.
Controlled Disbursement Detail	Y	Y	Y	Y	Y	View in-depth transaction details for each of your controlled disbursement accounts. Use with the Controlled Disbursement Summary report to make better investment and borrowing decisions.
Controlled Disbursement Summary	Y	Y	Y	Y	Y	Identify excess funds by viewing a summary of the day's presentment and adjustment activity. Use with the Controlled Disbursement Detail report to help you make better investment and borrowing decisions.
Deposit Detail	Y	Y	Y	Y	N	View all of your electronic deposits for a given day, all of the items in each deposit, and whether they were processed as checks, ACH ARC, or ACH POP transactions and are subject to adjustment.
E-Box®	Y	Y	Y	Y	N	Review and post payments that originate through an online bill pay service. View information needed to match payments to Accounts Receivables.
EDI Payment Detail	Y	Y	Y	Y	Y	Receive ACH and EDI payment data from your trading partner in a comprehensive format.
Intraday Composite	Y	Y	Y	Y	Y	Get a complete view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	Y	Y	N	N	N	View balance, debit, and credit information to help determine intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Y	Y	Y	Y	Y	Access details of returned items before your account is charged for the returns.
Lockbox Availability	Y	Y	Y	Y	Y	Determine the funds availability information for all lockbox deposits. Use the report with the Lockbox Detail report to get faster access to your cash.
Lockbox Detail†	Y	Y	Y	Y	Y	See detailed information about received payments from your customers. You can also view images for each deposit. Use the report with the Lockbox Availability report to improve your cash management.
Wire Transfer Detail	Y	Y	Y	Y	Y	Get comprehensive detail of all outgoing and incoming funds transfers grouped by type: book transfers, Federal Reserve domestic wires, and cross-border wires.
ACH reports						
ACH Customer Activity	Y	Y	N	N	N	Access settlement information and adjustment detail, as well as a summary of return activity so you can make more informed decisions when managing your accounts.
ACH Origination	Y	Y	Y	Y	N	Investigate ACH-originated transactions and confirm that the bank processed them.
ACH Receive	Y	Y	Y	Y	Y	View timely information about all received ACH transactions that will post at the end of the current day.
ACH Return/NOC	Y	Y	Y	Y	Y	Get detailed information on all ACH transactions that were returned for any reason.
ARP activity reports						
ARP Data Query	N	N	Y	Y	N	Perform queries on your Account Reconciliation Plan account information, and download the results in CSV or Excel.
ARP File Posting Confirmation	N	Y	N	N	N	View a summary of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
ARP Statements and Optional Reports ARP Off-Cycle Reports	N	Y	Y	Y	N	Access your ARP statement and 14 optional ARP reports for up to 12 months from the date of issue. Or, choose just the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.
Statements						
DDA Cycled Statement	Y	Y	Y	Y	Y	View your electronic statement of checking activity the day after your statement cycle closes.
Cash Flow Analysis						
Cash positioning	Y	N	Y	N	N	View real-time consolidated information with the ability to drill down to transactional details.
Cash forecasting	Y	N	Y	N	N	Get quick and easy forecasting up to 57 weeks in the future.
Journal entry	Y	N	Y	N	N	Automate journal entries for reconciliation through rule creation to match bank transactions with general ledger accounts.

* These reports allow you to view, print, and download images of checks.

† You can view sweep information on the Previous Day composite and Express Balance reports.

‡ Also view balances in the Account Balances panel on the CEO homepage.

Treasury Information Reporting

Intraday reports

Providing you timely notification of transactions that impact your bottom line

Treasury Information Reporting offers a variety of intraday reports to help you make timely business decisions. Whether you need to know when a deposit is hitting your account or when a check is going to clear, you can determine your cash position whenever you need to, because the information is updated throughout the day. Delivered online through our *Commercial Electronic Office*® (CEO®) portal, our intraday reports provide you convenient, customizable access to your transaction details. Choose the reports and extensive customization features to create a reporting package that fits your exact business requirements.

Treasury Information Reporting Intraday reports include:

Intraday Composite. This report provides a comprehensive picture of current day — or not yet posted — information, including balances, transaction summaries, and transaction details for each account.

You can access a mobile version of the report through your smartphone or other mobile device. You can monitor key account and transaction information when you're away from your desk, at meetings, in airports, across town, or around the globe.

Intraday Position. This report collects current day — or not yet posted — balance, debit, and credit information for all the accounts you select. The report summarizes the activity of all types of transactions, including ACH, cash letter, investments, lockbox, wire transfer, and other debits and credits.

Customizable options. Treasury Information Reporting allows you to:

- Access the reports you use most from Quick Reports directly on the CEO Home dropdown menu.
- Tailor a report to include specific accounts you wish to see.
- Choose the data fields you want and the order you want them to appear when you download reports in CSV or Excel formats.

- Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous day account balance and transaction detail activity to Wells Fargo from participating financial institutions.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized reports.
- Share your customized reports with others. Companies can share up to 200 custom reports and each company user up to 50 custom reports.
- View a current picture of your overall cash position.
- Reconcile your accounts. Reports include reference numbers, descriptions, and transaction codes for detail items to make reconciling easier.

Treasury Information Reporting technical specifications:

- View the reports in your browser in HTML or PDF formats.
- Download the Intraday Composite in BAI V2, CSV, or Excel formats.
- Data retention: Standard storage is seven days. Optional extended storage is available for 30, 60, or 90 days.

continued

Together we'll go far



Treasury Information Reporting

Previous Day reports

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Treasury Information Reporting offers a variety of previous day reports to help you determine your cash position. Delivered online through the *Commercial Electronic Office*® (CEO®) portal, the Previous Day reports provide convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements.

Previous Day reports include:

Previous Day Composite. This report offers a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.

Previous Day Running Ledger. This report provides a concise view of the detail debits and credits posted to your account, with the running ledger balance alongside each transaction reported. (Report is included with enrollment to the Previous Day Composite report.)

Express Balance. This report gives you a quick snapshot of your previous day account balance information. See the balance data for each account, the total funds available, and a summary total of the debits and credits posted to your account.

Month-to-Date. This report provides a daily summary of account balances, aggregate float, and total transactions posted to each of your accounts for the month-to-date, prior month, or for a specific date range.

Sweep Account Position. For our *Stagecoach Sweep*®* cash management service, customers who choose money market funds as their investment option, this report shows the investment balance for the prior day and allows you to track month-to-date dividend accruals. You can calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.

Customizable options. Treasury Information Reporting allows you to:

- Access the reports you use most from Quick Reports from the CEO Home dropdown menu.
- Tailor the reports to include only the accounts you wish to see.

- Choose the data fields you want and the order you want them to appear when you download reports in CSV or Excel formats.
- Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming data exchange transmission sends intraday and previous day account balance and transaction detail activity to Wells Fargo from participating financial institutions.
- Select the details you want to see. Use a range of filter options to select a number of variables, including balance type, transaction criteria, transaction amount, and customer reference number on the Previous Day Composite report.
- Use the optional item detail feature in Previous Day Composite to view extended detail for wire transfers and received ACH transactions.
 - Wire detail includes originator to beneficiary information, intermediary bank information, beneficiary information, and audit information (for originated wires only).
 - Received ACH detail includes company data description, company discretionary data, and complete addenda details.
 - Include extended item detail to view additional wire or ACH detail within your Previous Day Composite report in any format.

continued



- Choose a reporting period by selecting either the previous processing day or any processing day within the last week, or enter beginning and ending dates.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized reports.
- Share your customized reports with others. Companies can share up to 200 custom reports and each company user up to 50 custom reports.

Technical specifications:

- View the reports in your browser in HTML or PDF formats.
- Download the reports in BAI V2, comma-delimited (CSV), or Excel formats.
- Data retention: Standard storage – seven days; extended optional storage – 30, 60, 90, or 120 days.

Previous Day Composite Report			
WELLS FARGO			
As of 10/14/2018			
CUSTOMER ID: 400012131	WELLS FARGO BANK, N.A.		
OPERATOR ID: DEMO123	WELLS FARGO		
Commercial Electronic Office	Treasury Information Reporting		
Currency: USD			
Bank: 00000000	WELLS FARGO BANK, N.A.		
Account: 40001000000000	WELLS FARGO		
Balances			
Closing Ledger Balance	589,177.00		
Closing Collected Balance	.00		
Opening Available Balance	3,344,245.77		
One Day Float	591,792.00		
Two Day Float	7,380.00		
MTD Average Closing Ledger Balance	451,190.58		
MTD Average Closing Collected Balance	.00		
Total Credits	3,544,465.89		
Total Debits	2,752,453.77		
Total Number Credits	42		
Total Number Debits	5		
Line Of Credit Activity			
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.			
Previous Day Outstanding Balance	.00		
Unused Line Availability	5,000,000.00		
Payment Today	.00		
Advance Today	.00		
New Outstanding Balance	.00		
New Unused Loan Amount	5,000,000.00		
Obligation Number	0000000001		
Charger	N/A		
Summaries			
Type of Credit	Number of Items	Amount	
Total ACH Credits	5	42,194.22	
Total Deposits	1	1,942.00	
Total Investment Credits	1	1.25	
Total Lockbox Credits	1	546,553.60	
Total Sweep Credits	1	2,955,769.12	
Credit Totals	9	3,544,465.89	
Type of Debit	Number of Items	Amount	
Total Sweep Debits	1	2,752,453.77	
Total ZBA Debits	2	444,942.12	
Debit Totals	3	3,197,395.89	
Credit Transactions			
10/14/2018	000 / MISCELLANEOUS ACH CREDIT	Bank Ref: IA100200000000	Credit Amount: 40,014.95
	Unique ID: 900001910000000001		
	ACCOUNT: 5EN10RESNACHA - BAC EA 1000000000		
	MISCELLANEOUS ACH CREDIT TRANSFER		Credit Amount: 82,194.22
10/14/2018	354 / INTEREST CREDIT	Bank Ref: IA000000000000	Credit Amount: 1.38
	Case Ref: 0000000000		
	STAGECOACH SWEEP INTEREST PAYMENT		
10/14/2018	116 / LOCKBOX DEPOSIT	Bank Ref: IA007000000000	Credit Amount: 546,553.60
	Case Ref: 00005144020		
	Float-Zero Day: 0, 200, 00 One Day: 642, 00 00 Two Day: 00		
	WIRESALE LOCKBOX DEPOSIT FREEMONT BOX 66000000 DEPOSIT 1		
10/14/2018	301 / COMMERCIAL EDP DEPOSIT	Bank Ref: IA000200000007	Credit Amount: 1,942.00
	Case Ref: 0000000000		
	DEBIT OF CHECK DEPOSIT		
10/14/2018	296 / INVEST ACCOUNT CREDIT	Bank Ref: IA101300000000	Credit Amount: 2,955,769.12
	Case Ref: 0000000000		
	STAGECOACH SWEEP CREDIT		
	Credit Total		3,544,465.89
	Float-Zero Day: 3,000,380.00 One Day: 544,100.00 Two Day: 00		
Debit Transactions			
10/14/2018	546 / INVEST ACCOUNT DEBIT	Bank Ref: IA101300000000	Debit Amount: 2,752,453.77
	Case Ref: 0000000000		
	STAGECOACH SWEEP DEBIT		
10/14/2018	577 / ZBA DEBIT TRANSFER	Bank Ref: IA101400000000	Debit Amount: 259,804.01
	Case Ref: 0000000000		
	ZBA FUNDING ACCOUNT TRANSFER TO 4800160003		
10/14/2018	577 / ZBA DEBIT TRANSFER	Bank Ref: IA101400000000	Debit Amount: 75,858.09
	Case Ref: 0000000000		
	ZBA FUNDING ACCOUNT TRANSFER TO 4800160003		
	ZBA DEBIT TRANSFER Total		444,842.12
	Debit Total		3,197,395.89
	Account Net Amount		347,070.00
Summary - USD			
Bank: 00000000			
Balances			
Closing Ledger Balance	589,177.00		
Closing Collected Balance	.00		
Opening Available Balance	3,344,245.77		
One Day Float	591,792.00		
Two Day Float	7,380.00		
MTD Average Closing Ledger Balance	451,190.58		
MTD Average Closing Collected Balance	.00		
Total Credits	3,544,465.89		
Total Debits	2,752,453.77		
Total Number Credits	42		
Total Number Debits	5		
Line Of Credit Activity			
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.			
Previous Day Outstanding Balance	.00		
Unused Line Availability	5,000,000.00		
Payment Today	.00		
Advance Today	.00		
New Outstanding Balance	.00		
New Unused Loan Amount	5,000,000.00		
Obligation Number	0000000001		
Charger	N/A		
Grand Total For Currency: USD			
Balances			
Closing Ledger Balance	589,177.00		
Closing Collected Balance	.00		
Opening Available Balance	3,344,245.77		
One Day Float	591,792.00		
Two Day Float	7,380.00		
MTD Average Closing Ledger Balance	451,190.58		
MTD Average Closing Collected Balance	.00		
Total Credits	3,544,465.89		
Total Debits	2,752,453.77		
Total Number Credits	42		
Total Number Debits	5		
Sweep Activity			
Sweep Ending Balance	2,300.59		
Funds Pending Transfer	42,240.58		
Pending Investment Position	100.01		
Shares Purchased/Credited	.00		
Shares Maturity/Debit	.00		
Dividends Paid	.00		
Fund Yield	N/A		
SEC Yield 30 Day Average	N/A		
Accrued Dividends Month-To-Date	.15		
Last Month's Dividends	.01		
Dividends Year-To-Date	.11		
Line Of Credit Activity			
Subject to adjustment by Wells Fargo Bank and applicable commercial loan agreement.			
Previous Day Outstanding Balance	.00		
Unused Line Availability	5,000,000.00		
Payment Today	.00		
Advance Today	.00		
New Outstanding Balance	.00		
New Unused Loan Amount	5,000,000.00		
Obligation Number	0000000001		
Charger	N/A		

A The Balances section contains all the balances for each account.

B Transaction details include posting date, BAI code and description, amount, bank ID, float, and any text about the transaction.

Debit check transactions have links to check images.

This information is hypothetical and is used for illustrative purposes only.

Note: It is recommended that you subscribe to 90-day extended storage for the Month-to-Date Balance report.

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.



Account Reconciliation Plan (ARP) service

ARP optional reports

Helping you make better-educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your ARP data

Choose from 14 optional ARP reports — available on an ongoing or as-needed basis — that focus on specific portions of your statement. Our ARP reports allow you to review information and research transactions quickly and easily, helping you eliminate time-consuming searches.

ARP optional reports offer:

Detailed transaction data in 14 specific areas. The areas include paid checks, posted items, outstanding checks, deposit locations, credits, bank-originated entries, stop payments, reversed checks, issue notices not received, voids and cancels, issues this cycle, unpaid checks, matched paid items, and prior payments.

Convenient and timely delivery. Reports can be delivered online through the *Commercial Electronic Office*® (CEO®) portal, via transmission, or on paper. They can be delivered

with your standard statement or on a regular daily, weekly, monthly, or twice-monthly schedule. You may also request reports at any time during the month on a one-time-only basis through the Treasury Management Client Delivery team. Turnaround time on special requests is one business day.

Sorting to match your needs. We will group, sort, and subtotal activity on your ARP statement and optional reports by a variety of information fields to match your accounting system or information management needs. The default order is by serial number, then by posted date.

Sample reports:

Paid Checks. This report identifies which checks have been paid, calculates their total value, and provides a simple means of investigating “checks paid” discrepancies between your bank statement and internal accounting records.

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT			PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION		
450201004		5-31-08	20.00	INNR		
450201005		5-31-08	200.00	INNR		
4050101002	5-30-08	5-30-08	100.00			
4050101004	5-30-08	5-30-08	20.00			
4050101005	5-30-08	5-31-08	200.00			
4050201001		5-31-08	10.00			
4050201002		5-31-08	109.00	INNR		
4050201003		5-31-08	1,000.00			
8			1,659.00	TOTAL		

continued



Posted Items Listing. This report summarizes all transactions (including detail checks, detail other debits, and detail credits) that are posted to your account (initiated by either you or Wells Fargo) during the accounting period you select.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-30-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		POSTED ITEMS LISTING		PERIOD: 05-31-08 TO 06-30-08	
SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
450101004	5-30-08	5-31-08	20.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101004 OURREF: 8-30-00 0000000	
450101005	5-30-08	5-31-08	200.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101005 OURREF: 8-30-00 0000000	
450201004	5-30-08	5-30-08	20.00	INNR	
450201005	5-30-08	5-30-08	200.00	INNR	
1400076517	5-31-08	5-31-08	1,330.00	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999 00076517	
4050201002	5-30-08	5-31-08	100.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000	
4050201002	5-30-08	5-31-08	109.00	REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000	
4050101004	5-30-08	5-31-08	20.00	INNR	
4050101005	5-30-08	5-31-08	200.00	INNR	
4050201001	5-31-08	5-31-08	10.00	INNR	
4050201002	5-31-08	5-31-08	109.00	INNR	
4050201003	5-31-08	5-31-08	1,000.00	INNR	
8			1,659.00	TOTAL DEBITS & CR.REV.	
4			1,659.00	TOTAL CREDITS & DR. REV.	

Note: This sample Posted Items Listing report reflects activity for a Full Reconciliation account.

Outstanding Checks.* This report provides a complete, detailed listing of all outstanding checks as of the report date.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-06-08	PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT		PERIOD: 0-00-00 TO 05-06-08					
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00	TOTAL				5,210.00	TOTAL	

Deposit Location. This report includes four sections:

Deposit Detail – lists all deposit-related transactions for each location.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-05-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		DEPOSIT DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08	
LOC REF	POSTED	AS OF TYPE	AMOUNT	TRANSACTION DESCRIPTION	
1	5-09-08	C	400.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123	
1	5-09-08	C	500.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123	
1	5-09-08	D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001	
1	5-12-08	C	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12	
1	5-12-08	C	500.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12	
1	5-06-08	D	1.00	MERCHANT BNKCD FEE 050902 XXXXXXXXX999 STORE #11113111249 XXXXXXXXX999+ ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX	
1	5-06-08	C	50.00	MERCHANT BNKCD DEPOSIT 050902 XXXXXXXXX999 STORE #1 XXXXXXXXX XXXXXXXXX99	
1	5-29-08	C	5.00	AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXXX99 STORE 001 XXXXXXXXX99XXXXXXXX XXXXXXXX 9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX	
CREDITS:	6	TOTAL	1,860.00		
DEBITS:	2	TOTAL	56.00		
TOTAL:	8	TOTAL	1,804.00	FOR LOCATION: STORE #1	

Return Detail – lists only returned deposited items.

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 06-05-08	PAGE 2
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		RETURNED DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08	
LOC REF	POSTED	AS OF TYPE	AMOUNT	TRANSACTION DESCRIPTION	
1	5-09-08	D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001	
TOTAL:	1	TOTAL	50.00	FOR LOCATION: STORE #1	

continued

Deposit Recap – summarizes total deposit-related transactions by location by day.

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 06-05-08	PAGE 3
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		DEPOSIT RECAP REPORT	PERIOD: 5-01-08 TO 5-31-08	
DATE	# ITEMS	AMOUNT		
5-06-08	2	49.00		
5-09-08	3	650.00		
5-15-08	4	900.00		
5-29-08	1	5.00		
5-30-08	1	15.00		
TOTALS	11			
1,819.00 FOR LOCATION: STORE #1				

Deposit Summary – summarizes all activity by location, and lists any locations without activity for the period.

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 06-05-08	PAGE 4
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		DEPOSIT SUMMARY REPORT	PERIOD: 5-01-08 TO 5-31-08	
LOCATION #	LOCATION NAME	# ITEMS	AMOUNT	
1	STORE #1	11	1,819.00	
CREDITS:	8	TOTAL	1,875.00	
DEBITS:	3	TOTAL	56.00	
TOTAL:	11	TOTAL	1,819.00 FOR CURRENT ACTIVITY PERIOD	
NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD				
2	STORE #2			
3	STORE #3			

Credits. This report provides a detailed listing of credits and credit reversals. It allows you to sort and subtotal credit transactions to accommodate your specific accounting requirements.

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		CREDITS REPORT	PERIOD: 04-28-08 TO 05-28-08	
SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION
		5-01-08	100,000.00	EURODOLLAR SWEEP CREDIT FROM 0000000000 STORE #1 SUB ACCT 0000XXXXX6789
		5-06-08	200,000.00	WT SEQ#12345 ABC CO /ORG=ABC INC SRF#IN0XXXXXXXXX999 TRN XXXXX12345 RFB# 000000099
		5-20-08	200,000.00	WT SEQ#12345 ABC CO /ORG=ABC INC SRF#IN0XXXXXXXXX999 TRN XXXXX12345 RFB# 000000099
		5-06-08	1,000.00	DEPOSIT
		5-06-08	2,000.00	WHOLESALE LOCKBOX DEPOSIT
		5-06-08	3,000.00	WHOLESALE LOCKBOX DEPOSIT
1		5-01-08	100.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXX999
1		5-08-08	200.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXX999
1		5-13-08	300.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXX999
1		5-13-08	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 0000XXXXXXXX999
11		5-19-08	500.00	Cash Only Customer Deposit FROM 0000000001 STORE #1 SUB ACCT 000000000
11		5-01-08	100.00	DEPOSIT
		5-07-08	200.00	DEPOSIT
XXXX999		5-23-08	50.00	MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999
XXXX999		5-26-08	100.00	MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999
XXXX555		5-27-08	1.00	DISCOVER NETWORK SETTLEMENT 050925 XXXXXXXX555ABC HEALTHCARE AXXXXXXXXX XXXXXXXX555
XXXX555		5-21-08	15.00	DISCOVER NETWORK SETTLEMENT 050920 XXXXXXXX555ABC HEALTHCARE AXXXXXXXXX XXXXXXXX555
32100000		5-26-08	100.00	09/26BANKCARD DEPOSIT -XXXXX3210
32100000		5-13-08	200.00	09/13BANKCARD DEPOSIT -XXXXX3210
XXXXXX456		5-02-08	5,000.00	AMERICAN EXPRESS SETTLEMENT 050902 XXXXXXX456 ABC INC XXXXXXX456XXXXXXXX250 XXXXXXX456
XXXXXX456		5-26-08	5,000.00	AMERICAN EXPRESS SETTLEMENT 050924 XXXXXXX456 ABC INC XXXXXXX456XXXXXXXX250 XXXXXXX456
XXXXXX999		5-20-08	20,000.00	CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 0000XXXXXXXX456
XXXXXX999		5-01-08	50,000.00	CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 0000XXXXXXXX456
XXXXXX123		5-15-08	50,000.00	ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 STORE #1 SUB ACCT 0000XXXXXXXX123
23			438,266.00	TOTAL CREDITS
0			0.00	TOTAL CREDITS REVERSALS
23			438,266.00	TOTAL NET CREDITS

Bank Originated Entries. This report delivers a complete, detailed listing of all debit and credit transactions initiated by Wells Fargo.

WELLS FARGO		ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		BANK ORIGINATED ENTRIES	PERIOD: 04-28-08 TO 05-28-08	
SERIAL	AS/OF	POSTED	AMOUNT	TRANSACTION DESCRIPTION
		4-29-08	268.07	BC
		4-29-08	294.10	BC
		5-15-08	339.96	BC
		5-15-08	339.96	BC
		4-29-08	474.98	BC
		5-21-08	608.62	BC
		5-21-08	608.92	BC
		4-28-08	833.72	BC
		4-31-08	1,330.00	BC
		5-08-08	13,198.54	BD
		5-01-08	13,498.27	BD
		5-15-08	16,974.03	BD
		5-13-08	30,623.71	BD
		5-21-08	37,523.87	BD
		4-29-08	44,385.66	BD
6			156,204.10	TOTAL DEBITS & CR. REV.
9			5,098.33	TOTAL CREDITS & DR. REV.

continued

Stop Payments. This report lists all active stop payments, as well as stop payment renewals, releases, and expirations for the specific reporting period.

WELLS FARGO			ACCOUNT RECONCILEMENT				PRINTED: 05-30-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222			STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-28-08				
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-13-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Reversed Checks.** This report provides you with a list of checks that were reversed during the current statement cycle due to posting errors, such as dollar values that do not match your issue information. Reversed Issue Notices Not Received (INNRS) are also listed. Bank-originated entries are excluded from the report.

WELLS FARGO			ACCOUNT RECONCILEMENT				PRINTED: 05-31-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222			REVERSED CHECKS REPORT				PERIOD: 05-31-08 TO 05-31-08				
SERIAL	REVERSED	POSTED	AMOUNT	TRANSACTION DESCRIPTION							
450101004	5-31-08	5-30-08	20.00	REV/CK							
450101005	5-31-08	5-30-08	200.00	REV/CK							
4050101002	5-31-08	5-30-08	109.00	REV/CK							
3			329.00	TOTAL REVERSED CHECKS							
0			0.00	TOTAL REVERSED INNRS							

Issue Notices Not Received.** This report helps you identify accounting discrepancies between your books and your bank statement by focusing on checks paid during the current statement cycle for which Wells Fargo did not receive an issue notice, or could not match to your issue information.

WELLS FARGO			ACCOUNT RECONCILEMENT				PRINTED: 05-31-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222			ISSUE NOTICES NOT RECEIVED				PERIOD: 05-31-08 TO 05-31-08				
SERIAL	POSTED	AMOUNT	TRANSACTION DESCRIPTION								
450101004	5-31-08	20.00	INNR								
450101005	5-31-08	200.00	INNR								
4050101002	5-31-08	109.00	INNR								
3		329.00	TOTAL								
		0.00	TOTAL								

VOIDS and CANCELS.* This report gives you a complete list of all checks that have either been canceled or voided as of the date indicated on the report.

WELLS FARGO			ACCOUNT RECONCILEMENT				PRINTED: 05-06-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222			VOIDS AND CANCELS REPORT				PERIOD: 05-06-08 TO 05-06-08				
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION							
3051101001	5-03-08	5-06-08	10.00	CANCL/I							
3051101002	5-03-08	5-06-08	100.00	CANCL/I							
3051101003		5-06-08	0.00	VOID							
1			0.00	TOTAL VOIDS							
2			110.00	TOTAL CANCELS/I							
0			0.00	TOTAL CANCELS/NI							

continued

Issues This Cycle.* This report recaps your checks-issued information as received by Wells Fargo and is helpful in identifying “checks issued” input errors, as well as the cause of “checks issued” versus “checks paid” differences (INNR activity).

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		ISSUES THIS CYCLE REPORT				PERIOD: 05-31-08 TO 05-31-08			
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
4050201001	5-30-08	10.00	0	PAYEE NAME 1	4050201004	5-30-08	20.00	0	PAYEE NAME 4
4050201002	5-30-08	100.00	0	PAYEE NAME 2	4050201005	5-30-08	200.00	0	PAYEE NAME 5
4050201003	5-30-08	1,000.00	0	PAYEE NAME 3					
5		1,330.00		TOTAL					

Unpaid Checks.* This report provides a detailed listing of transactions that do not affect your account’s ledger balance, such as voids, cancellations, stop payments, and outstanding items. Totals for stops and outstanding checks reflect cumulative balances. Totals for voids and cancels represent the current statement cycle’s activity.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-05-08		PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		UNPAID CHECKS REPORT				PERIOD: 5-05-08 TO 5-05-08					
SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO
3051101001	5-05-08		10.00	0		3051201005	5-05-08		200.00	0	
3051101002	5-05-08		100.00	0		3051201008	5-05-08	5-05-08	10.00		STOP/NI
3051101003	5-05-08		1,000.00	0		3051301001	5-05-08		10.00	0	
3051101004	5-05-08		20.00	0		3051301002	5-05-08		100.00	0	
3051101005	5-05-08		200.00	0		3051301003	5-05-08		1,000.00	0	
3051201001	5-05-08		10.00	0		3051301004	5-05-08		20.00	0	
3051201002	5-05-08		100.00	0		3051301005	5-05-08		200.00	0	
3051201003	5-05-08		1,000.00	0		3051301006	5-05-08	5-05-08	10.00		CANCL/NI
3051201004	5-05-08		20.00	0		3051301007	5-05-08		0.00		VOID
15			3,990.00		TOTAL OUTSTANDINGS						
2			10.00		TOTAL CANCELS & VOIDS						
1			10.00		TOTAL STOP PAYMENTS						

Matched Paid.** This report delivers a detailed list of every check that has been paid during the current statement cycle and matched with your check issue information to help simplify your account reconciliation process.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		MATCHED PAID REPORT				PERIOD: 5-31-08 TO 5-31-08			
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
4050101002	5-30-08	5-31-08	100.00						
4050101004	5-30-08	5-31-08	20.00						
4050101005	5-30-08	5-31-08	200.00						
4050201001	5-30-08	5-31-08	10.00						
4050201003	5-30-08	5-31-08	1,000.00						
5			1,330.00	TOTAL					

Prior Payments.* This report helps you effectively manage and reduce your Issue Notices Not Received (INNR) balance by identifying the checks paid by Wells Fargo during a previous statement cycle, but received as an issue during the current cycle.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		PRIOR PAYMENTS REPORT				PERIOD: 5-01-08 TO 5-31-08			
SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE
216524	5-12-08	5-31-08	11,539.59	PRIORPAY	216527	5-23-08	5-31-08	421.76	PRIORPAY
2			11,961.35	TOTAL					

*These reports are not available with Partial ARP.

**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

For more information on the ARP service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Commercial Checking Account

Account number: 123456 ■ March 27, 20XX - April 28, 20XX ■ Page 1 of 1



ABC CORPORATION
FIDUCIARY ACCOUNT
123 MAIN STREET
ANYTOWN, USA 12345

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (300)
Minneapolis Wholesale
PO Box 63020
San Francisco, CA 94163

Account summary

Commercial Checking Account

Account number	Beginning balance	Total credits	Total debits	Ending balance
1234567	\$0.00	\$35,182,791.00	-\$35,182,791.00	\$0.00

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	04/27	1,293.00	Online Transfer Ref #Bbl22H474F From 1234567 on 03/02/2010 1207 PM
	04/27	1,234.00	Online Transfer Ref #Bblmfs4Stx From 1234567 on 03/02/2010 1102 Am
		\$35,182,791.00	Total electronic deposits/bank credits
		\$35,182,791.00	Total credits

Debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
12345	3,101.00	04/27	31023^	4,200.00	04/28	3100112	5,000,000.00	04/27
13101**	1,880.00	04/27	31024^	2,550.00	04/28	3100113	5,000,000.00	04/27
		\$35,182,791.00	Total checks paid					

* Gap in check sequence.

^ **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged. See section below for item details.

Converted check information

Check	Transaction detail
The following checks were converted to electronic transactions. Image not available.	
13101	Wqa CO F Wqa00Sdf 111111 13101 1234567
13102	Wqa CO F Wqa00Sdf 111111 13102 1234567
\$35,182,791.00 Total debits	

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
03/26	0.00	04/27	0.00	04/28	0.00
Average daily ledger balance		\$0.00			



Account analysis

Sample Client Analysis Statement

Client Analysis Statement Relationship Summary

January, 20XX

ABC Company
987 Main Street
City, USA 12345-6789

Contact us

Officer: Henry Wells
Phone No: 123-456-7890

WELLS FARGO BANK, N.A.
123 MAIN ST
ANYTOWN, USA 98765

Analysis Summary

Average Positive Collected Balance	\$	920,197.50
Reserve Requirement	@10.00%	- 92,019.75
Investable Balance Available for Services	=	828,177.75
Earnings Allowance	@5.44%	3,826.41
Current Month Analyzed Charges	-	7,550.00

continued

Together we'll go far



Balance Summary

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Collected	Neg Coll Use of Fund Rate	Service Charge
* 000-1234567	ABC Company	920,198	920,198			13,550.00

*Indicates billing account

Service Detail

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
ABC123	01 0000	Zero Balance Master Account Maint	50.00000	1.00	50.00
BDC234	01 0000	Account Maintenance	15.00000	500.00	7,500.00 T
CDE345	01 0000	DDA Statement	20.00000	300.00	6,000.00 *T
General Account Services					13,550.00
Total Analyzed Charges					7,550.00
*Total Fee Based Charges					6,000.00
Total Service Charges					13,550.00

T = Service Subject to Sales Tax

Trend Analysis

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance Available for Services	Earnings Credit Rate
AUG 20XX	920,198	920,198	828,178	5.44%
OCT 20XX	920,198	920,198	828,178	5.44%
Average	920,198	920,198	828,178	

Month	Earnings Allowance	Fee-Based Charges	Analyzed Charges	Monthly Position
AUG 20XX	3,826	0	65	3,761
OCT 20XX	3,826	6,000	7,550	(3,744)

Balance Adjustments

Account Number	Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
ABC 000-1234567	01/XX/XX	01/XX/XX	15,000.00	8	3,870.97	
Account Total					3,870.97	
Grand Total					3,870.97	

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal for Banking Services dated October 15, 2019. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to Pinellas County Board of County Commissioners ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Commercial Account Agreement

Effective 09/03/2019

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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is “company”, “you”, “your”, or “yours”.
- Wells Fargo Bank, N.A. is “Wells Fargo”, “bank”, “we”, “us” or “our”.
- This Commercial Account Agreement and the disclosures listed below constitute the “Agreement”:
 - The pricing information and other account-related information
 - Our collection schedule
 - Our privacy policy
 - Our rate sheets for interest-bearing accounts
 - Any additional disclosures we provide to you about your account and related services

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and is the agreement between you and us for your account and related services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any authorized signer on your account is familiar with the Agreement.

We suggest you keep a copy of the Agreement – and any further information we provide you about changes to the Agreement for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized signer

A person who has your actual or apparent authority to use your account, even if they have not signed the account application. We may rely solely on our records to determine the form of ownership of and the authorized signers on your account.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do I consent to the Agreement and any future modifications to the Agreement?

By signing the signature card for an account or using your account or service, you agree to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

Who will communicate with you about your account?

We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is US \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than US \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one authorized signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through *Wells Fargo Business Online*® Banking or the *Commercial Electronic Office*®, as applicable, after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statement or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at *Wells Fargo Business Online*® Banking or the *Commercial Electronic Office*®, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of errors?

You are obligated to:

- Examine your account statement and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or notices available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or notices available to you if you identify any unauthorized, missing, or altered endorsements, or other errors on your items

You can notify us of errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the “Fund transfer services” part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and *Real-Time Payments (RTP®)*.

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a transaction unauthorized?

A check is unauthorized when it is:

- Missing a required signature or you have not otherwise authorized it,
- Forged, or
- Altered (for example, the amount of a check or the payee’s name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and

- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and items drawn on your account or deposited to it. To help prevent embezzlement and protect your assets, we recommend that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us immediately of any problem.
- Contact us immediately if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of embezzlement.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times. Please contact your relationship manager for more information.
- Notify us immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and online banking access, and any cards that we have issued to him/her can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

Protection against unauthorized items

You acknowledge there is a growing risk of losses resulting from unauthorized items. We offer services that provide effective means for controlling the risk from these items. The services include:

- Positive pay, positive pay with payee validation, or reverse positive pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry best practice. An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

If we have expressly recommended you use one or more of these services or best practice (or any other service related to fraud prevention that we offer after the date of this Agreement) and you (a) either decide not to use the recommended service or best practice, or (b) do not use the service or best practice according to the applicable service description or our other documentation applicable to it, you will be treated as having assumed the risk of any losses that could have been mitigated or prevented

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we

will be relieved of any liability for those items. Upon receipt of any notice from you, we – without any liability to you – will dishonor any item you, or any authorized signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does my account become dormant?

Checking accounts, savings accounts, and *Time Accounts (CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a Time Account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/ payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through *Wells Fargo Business Online®* Banking or the *Commercial Electronic Office®*, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed property laws, your account funds may be transferred to the appropriate state. This transfer is known as “escheat.” If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts. All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice. For questions about the recoupment fee, you may contact your relationship manager.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest will be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account. The earnings allowance applied as a credit against fees and expenses will be reported as income to the Internal Revenue Service (IRS), state, and local tax authorities if required by applicable law and you are responsible for any federal, state or local taxes due on the credited earnings allowance.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured Time Account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup over our cost of sourcing the relevant currency. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market condition, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your authorized signers, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle the legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

We reserve the right to close your account at any time. If we close your account, we may send the remaining balance on deposit in your account by postal mail or credit it to another account you maintain with us.

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
 - For interest-earning accounts, your funds stop earning interest from the date of your request.
 - The Agreement continues to apply.
 - If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- Even after your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to “How do we handle non-U.S. items?”. We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;
- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as “void after six months,” “void over \$50,” or “payment in full.”

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: “This is a legal copy of your check.” You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see “What is the applicable exchange rate?” in the “Rights and responsibilities” section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- **Image Quality Warranty:** We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
- **No Double Debit Warranty:** We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, “losses and liabilities”) by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your Company.
- Cashier’s, certified, and teller’s checks that are payable to your Company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make

available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

Can you make deposits at an affiliate?

You may make deposits to your accounts at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first deposit day.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) made at non-Wells Fargo SHAZAM® network ATMs using a card issued by a Wells Fargo branch located in Iowa will not be available until the third business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as Wells Fargo.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to authorize your transactions during the day. We also use the available balance to pay your transactions in our nightly processing. We calculate your available balance as follows:

- We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use.
- We subtract pending withdrawals that we have either authorized or are known to us but have not yet processed.

Important note: We may place a hold on your account if we receive an electronic notice that an item will be presented for payment or collection against your account (Notice of Presentment). This hold may remain in effect from the time the Notice of Presentment is received until the item is presented or notice is received that the item will not be presented, whichever occurs first. We may conclusively rely on the information we receive in an electronic presentment or notification when determining the available balance in your account. We will not have any liability for refusing to honor any of your items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the item, including its amount. We may debit your account on the day an item is presented by any means, including electronically, or at an earlier time based on a notification received by us that an item drawn on your account will be presented for payment or collection. A determination of the balance in your account for purposes of making a decision about whether not to honor an item due to insufficiency or unavailability of funds may be made at any time between the presentment of the item (or earlier upon receipt of any Notice of Presentment) and the time the item is returned. Only one such determination needs to be made.

How do we process (post) transactions to your account?

We process transactions each business day (Monday through Friday except federal holidays) during a late night process. Once we process your transaction, the results are posted to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

First, we determine the available balance in your account (as described above) that can be used to pay your transactions. Note: Certain pending transactions can affect your available balance:

- Cash deposits or transfers from another Wells Fargo account that are made **after** the displayed cutoff time (where the deposit was made) will be added to your available balance if they are made before we start our nightly process.
- Your available balance will be reduced by pending withdrawals, such as electronic transactions we have authorized and are required to pay when they are sent to us for payment. These pending withdrawals may be sent to us for payment at a later date. In some circumstances, these transactions may be paid into overdraft if other posted transactions or fees have reduced your balance before the pending transactions are presented for payment.

Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash, check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from highest to lowest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from highest to lowest dollar amount.

How do we handle overdrafts?

At our discretion, we are permitted to pay items into overdraft rather than returning them unpaid.

You agree to pay the applicable fee associated with an overdraft or returned item. Any overdraft on your account is immediately due and payable, unless we agree otherwise in writing. You agree to reimburse us for any attorneys' fees and other costs and expenses we incur in recovering the overdraft (including overdraft and associated fees).

On any business day when we determine there are sufficient funds in your account to pay one or more but not all of the items presented for payment on your account, the order in which we post these items may affect the number of items paid and the overdraft and returned item fees that are assessed. When we post items in the order of highest to lowest dollar amount, the overdraft and returned item fees may be more than these fees would be if we were to post the items in the order of lowest to highest dollar amount.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you make withdrawals from your account at an affiliate?

You may make withdrawals from your account at an affiliate, provided the affiliate agrees. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over\$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or mechanical signature (including a stamp), any item appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account (“a consumer ACH debit entry”). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do I reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees’ names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12-month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing this agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to “Fund transfer services” In the “Electronic banking services” section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of an authorized signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For *time accounts*, we will notify you separately as to the frequency with which interest will be credited to your account.

Can I specify a target balance on my accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement for the month after it occurs, rather than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Regulation D savings account transaction limit and other limited activity

Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings or money market account to a combined total of 6 per monthly statement period (exceptions to the statement period may apply).

Limited by Regulation D:

- Transfers by telephone using our automated banking service or speaking with a banker on the telephone.
- Transfers or payments through online, mobile, and text banking (including Bill Pay and person-to-person payments such as *Zelle*®).
- Overdraft Protection transfers to a checking account.
- Pre-authorized transfers and withdrawals (including recurring and one time).
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written).

Limited by Wells Fargo:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans.
- Outgoing wire transfers whether made in person, on the telephone, or online.

Not limited

Except as limited above, there are no limits on withdrawals or transfers made in person at a Wells Fargo ATM or banking location or on any types of deposits.

What happens if you exceed your limit?

If you exceed the limits stated above, you will be charged an excess activity fee (\$10 per excess transaction).

If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings or money market account to a checking account, or close the account.

If the withdrawal and transfer limit is reached, we may decline withdrawals and transfers for the remainder of the monthly statement period (exceptions to the statement period may apply) to help you avoid a fee and account conversion or closure.

Time Accounts (CDs)

What are *time accounts*?

Time accounts include deposits which are payable at the expiration of a specified term, no less than 7 calendar days after the date of deposit. We may also refer to a *time account* as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The *time account's* maturity date is the last day of the term for the *time account*. The maturity date is printed on your receipt.

When can you withdraw funds from your *time account*?

You may withdraw funds from your *time account* on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the 7 calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your *time account* before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is \$100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your *time account* at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest – at the interest rate in effect at the time of withdrawal – divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your *time account*?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your *time account* matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your *time account* renew?

Your *time account* will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new *time account* of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms “funds transfer,” “funds-transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders – for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).

If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An “ACH debit entry” is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms “sender,” “receiver,” “sending participant,” and “request for return of funds” are used here as defined in the System Rules governing RTP payments (“RTP Rules”). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York’s version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- RTP payments are final and cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, you may be notified of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment must be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® – ATM Deposit Only Card Service.

You may elect to use Wells Fargo’s *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a *Stagecoach Deposit®* ATM Deposit Only card (“Deposit Card”) at a designated Wells Fargo® ATM (“ATM”) or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number (“PIN”); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit – as determined by us – differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

***Stagecoach Deposit*[®] – Post Verify Service.**

If you elect to use our *Stagecoach Deposit*[®] – Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Treasury Management Product Enrollment

Customer Information

Customer Name _____ CEO Company ID _____

Street Address _____

City _____ State _____ Zip _____

Country Name _____ Country Code (if applicable) _____

Primary Contact _____ Phone _____

Email Address _____ Fax _____

CEO® Users Set-up

User Name	User ID (if existing)

Select one or more CEO Products for the user(s) listed above:

ACH Payments¹ User
 ACH Payments¹ Administrator
 ACH Fraud Filter
 Cards²
 Payment Manager Online
 Other Treasury Management Products not in Administration³
 Other Treasury Management Products in Administration⁴
 Cash Vault (specify):
 Deposit Inquiry
 Change Orders Inquiry
 Change Orders
 Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

¹ This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.

² Recognition Card.

³ Additional Wells Fargo Online Services (Single Sign On to WF Business Online Banking), Autolink, Bill Manager, Centralized Disbursements - Clients, Document Retrieval, Electronic Document Delivery, Healthcare Claims Payments, Healthcare Supplier Payments, Information Reporting Direct File Transfer, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Smart Decision Service, Sweep & Fed Funds - Statements & Confirmations, Wells Fargo Business Online Banking (Single Sign On), & White Label Wholesale Lockbox.

⁴ Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Deposit Maintenance, Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Transaction Search, Treasury Information Reporting, & WellsTAX®.

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? Yes No

CEO® Users Set-up

User Name	User ID (if existing)

User Name	User ID (if existing)

Select one or more CEO Products for the user(s) listed above:

- ACH Payments¹ User
 ACH Payments¹ Administrator
 ACH Fraud Filter
 Cards²
 Payment Manager Online
 Other Treasury Management Products not in Administration³
 Cash Vault (specify):
 Deposit Inquiry
 Change Orders Inquiry
 Change Orders
 Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

¹ This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.

² Recognition Card.

³ Additional Wells Fargo Online Services (Single Sign On to WF Business Online Banking), Autolink, Bill Manager, Centralized Disbursements - Clients, Document Retrieval, Electronic Document Delivery, Healthcare Claims Payments, Healthcare Supplier Payments, Information Reporting Direct File Transfer, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Smart Decision Service, Sweep & Fed Funds - Statements & Confirmations, Wells Fargo Business Online Banking (Single Sign On), & White Label Wholesale Lockbox.

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? Yes No

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator Name	_____	Phone Number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
		State	Zip _____

For new users

- **New Token:** To order a token for the first time for a user.
- **Assign Token:** To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- **Replace Token:** To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- **Assign Token:** To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- **Un-assign Token:** To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- **Delete Token:** To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing CEO® users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User	<input type="checkbox"/> New Token <input type="checkbox"/> Assign Token*
Existing User (Select one box only)	<input type="checkbox"/> Replace Token <input type="checkbox"/> Assign Token* <input type="checkbox"/> Un-Assign Token* <input type="checkbox"/> Delete Token*
Text Field	

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

New Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Company Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	User ID (if existing)	Recognition Card
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Administrator # 1 Detailed Setup - Complete applicable fields

Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	User ID (if existing)	Recognition Card
				<input type="checkbox"/> Yes <input type="checkbox"/> No

User Administration Options

User Maintenance Administrator Maintenance Reset Password

If granting User Maintenance or Reset Password what users can the Administrator view and manage?

All Users Specific Users

User
List: _____

If granting User Maintenance what CEO Services can the user administer?

- All CEO Services Specific CEO Services

CEO Services: _____

If granting User Maintenance what Accounts can the user administer?

- All Accounts Specific Accounts

Accounts: _____

If granting User Maintenance what ACH IDs can the user administer?

- All ACH IDs Specific ACH IDs

ACH IDs: _____

Company Administration Options

Manage User Defined Lists

- All User List Specific User List:

Specify User List(s) that can be administered.

- All Account List Specific Account List:

Specify Account List(s) that can be administered.

- Manage Company Dual Custody Settings Manage Account Nicknames Manage ACH Custom Names
 Access to Administration Reports Manage Tokens

Company Service Options

- Manage Company Alerts Settings Manage Company Statement and Notices Settings
 Manage Company Wires Settings

Custody Option

Single Custody - Non-Standard Security Procedure - Customer has declined to use dual custody, which is part of Bank's standard CEO® Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. With single custody there is no secondary approval for any high-risk activities. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard CEO® Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the CEO® Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the CEO® Administration service, as they may only be changed by contacting your banker. If you enroll in a new CEO® product, it will not automatically be placed in dual custody, unless you contact your bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the CEO® Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO® Administration service functions you would like under dual custody.

Product	Custody Settings	
ACH Payments (incl. Domestic and International)	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Alerts	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Basic Banking	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Business Track	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Canadian Treasury Solutions	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Cash Concentration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements - Clients	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Credit Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Dealer Inventory Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Deposit Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Derivatives Access	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
E-Box Decisioning	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Fed Funds	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Foreign Exchange	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Fraud Manager:		
ACH Fraud Filter	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
ARP Register Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image Positive Pay	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Healthcare Claims Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Healthcare Supplier Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Institutional Investing – Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Item Detail Inquiry Service	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Lockbox	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Payment Manager®	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Product	Custody Settings	
Recognition Card	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Retail Lockbox Image Archive	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Returned Items	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
SAFE Transmission	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Statements and Notices	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED - Wells Fargo Electronic Deposit	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WF Business Online Banking	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration Settings	Custody Settings	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password Reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires Limits and Authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company Preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

CEO® Wires Set-up - For Company and Account Set-ups with Administration

Type of Request - Select request type.

New Change

Company Authorization - (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Duplicate Check No. of Days (Default - 10)	Default Wire Fee Assignment (select one)	Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="text"/>	<input type="checkbox"/> Shared <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator	<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No

Account Authorization - Account Funds Transfer

Account Number	Associated Application			
	<input type="checkbox"/> Wires	<input type="checkbox"/> Drawdowns	<input type="checkbox"/> Book Transfers	<input type="checkbox"/> Template Maintenance
	<input type="checkbox"/> Wires	<input type="checkbox"/> Drawdowns	<input type="checkbox"/> Book Transfers	<input type="checkbox"/> Template Maintenance

Account Number	Associated Application
	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance

CEO® Wires Set-up - For Company, Account, and User ID Set-ups without Administration

New Change

Company Authorization - (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit	Duplicate Check No. Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> Yes <input type="checkbox"/> No (Default)	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Default) <input type="checkbox"/> No
Additional Approver Limits		
<input type="checkbox"/> Wires \$ _____	<input type="checkbox"/> Book Transfer \$ _____	<input type="checkbox"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types

Application Type	Funds Transfer Type Allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, Intl & Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform	N/A - No Change	N/A - No Change
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform	N/A - No Change	N/A - No Change
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

Account Number	Cumulative Daily Limit	Associated Application
	\$ _____	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$ _____	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$ _____	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance

Optional Default User Limits - Complete all fields to specify optional default limits for users. Enter User information below and select the Apply Default Limits checkbox.

Application Type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*
Wire Transfers					
Drawdown					
Book Transfer					
Template Maintenance	-----	-----	-----	-----	-----

User # 1 Information - Complete all fields

User Name _____ User ID (if CEO user) _____

User Settings - Complete all fields below **or** select checkbox to apply Company default limits to this user.

Get Rate			File Import			
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					

User Account Authorizations - Provide user account number and funds transfer service authorization type.

Account Number			Account Number		
Wires	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Wires	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Book Transfers	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Book Transfers	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Drawdowns	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Drawdowns	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject
Template Maintenance	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject	Template Maintenance	<input type="checkbox"/> Create/Modify/Delete	<input type="checkbox"/> Approve/Reject

Voice Wires Set-up

Type of Request: New Update Existing Information Delete Existing Information

Account Numbers (list accounts to be debited for each wire transfer)

1) _____ 2) _____ 3) _____
 G/L DDA G/L DDA G/L DDA

Advice Information (additional fees apply for these services)

For Fax or E-mail notification on intraday wire activity use the InfoFax setup form.
 Mail Advice (this paper based service is no longer available to add) Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail Advice for <input type="checkbox"/> PINs	Mail PINs to:
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Authorized Callers (people authorized to initiate wires)

\$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive & Non-Repetitive.

Authorized Callers First & Last Name	\$ Limit	Phone Number including area code	Initiation Type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be Charged for Wire Fees

List account only if wire fees are to be assessed to this account

DDA AU and G/L

Account Relationship Link

To link accounts to the Master Account number (for Book Transfer pricing) enter the Master Account number.

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers first and last name	\$ Limit	Phone Number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of Request - Select request type. (Refer to the reference guide for complete instructions.)

<input type="checkbox"/> Account-specific Request	<input type="checkbox"/> Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	<input type="checkbox"/> Blanket Company Level Approval – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)
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For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: <input type="checkbox"/> Add Service <input type="checkbox"/> Change Amount <input type="checkbox"/> Delete Service
Maximum Dollar Authorized Payment Amount: _____
Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: Add Service Change Amount Delete Service

Maximum Dollar Authorized Payment Amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

SERVICE: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: Add Service Change Amount Delete Service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

SERVICE: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: Add Service Delete Service

Account Number(s): _____

Customer Legal Entity Information

The enrollment contains ACH, Wire or Sweep services the following Customer Entities:

<u>Customer Legal Entity Name(s)</u>	<u>Entity ID Type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's *Commercial Electronic Office*®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://welloffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (GFI Only)

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (GFI Only)

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased & Sold Agreement Option. (GFI Only)

Money Market Mutual Fund Sweep

Customer elects the Wells Fargo Treasury Plus Money Market Fund - Class A - Fund 453 Option.

Customer elects the Wells Fargo Treasury Plus MMF- Service Class - Fund 454 Option.

Customer elects the Wells Fargo 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

Customer elects the Wells Fargo Government MMF Admin Class - Fund 947 Option.

Customer elects the Wells Fargo Government MMF Institutional - Fund 1751 Option.

Customer elects the Wells Fargo Government MMF Select Class - Fund 3802 Option.

Customer elects the Wells Fargo Treasury Plus MMF Institutional - Fund 793 Option.

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Service Documentation. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®) - Dual Custody

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

Wells Fargo Gateway

Voice

Bank's voice initiation security procedure consists of confirming (a) the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the print registered for the PIN holder.

Verify Callback Service. If Bank receives a voice-initiated, non-repetitive Payment Order of \$ _____ or more, Bank will make one attempt to telephone an individual authorized to approve wires ("Authorized Approver"), not the initiator, to verify that Payment Order is authorized. A PIN and voice print are required to authenticate each Authorized Approver. If Bank is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the Payment Order will not be processed.

SWIFT® Initiation Method

Non-Standard Security Procedure

Customer elects to use the Security Procedure set forth in Attachment B.

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Service Documentation. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Direct Origination - SWIFT® FileAct

Wells Fargo Gateway

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

Third Party Service Provider

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Non-Standard Security Procedure

Customer elects to use the Security Procedure set forth in Attachment B.

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed Name of Authorized Signer

Phone

Signature

Date

Voice Wire Only - Submitter Information & Instructions

Submitter Name

Submitter Phone

Submitter E-mail

Submitter Fax

NOTE: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

- 1. Service Documentation.** The Service Documentation contains the terms governing each Service and includes:
 - 1.1.** The Service Description;
 - 1.2.** The Acceptance;
 - 1.3.** This Master Agreement for Treasury Management Services ("Agreement");
 - 1.4.** The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and
 - 1.5.** User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions are posted at Bank's *Commercial Electronic Office*[®] (*CEO*[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and clearing and settlement house rules governing the transactions effected under this Agreement.

- 2. Services.** Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.
- 3. Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.
- 4. Term and Termination.** Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.
- 5. Service Fees.** Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay. Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

- 6. Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.
- 7. Currency conversion.** When your instructions require us to convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your payment order. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup over our cost of sourcing the relevant currency. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

8. Liability and Indemnification.

- 8.1.** Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute, restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

- 8.2.** All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.
- 8.3.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- 8.4.** Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.
- 8.5.** Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.
- 8.6.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.
- 8.7.** Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.
- 8.8.** Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use

and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

8.9. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8.10. Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

9. Governing Law. The Service Documentation shall be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

10. Arbitration Agreement. Upon demand of either party, any controversy or claim arising out of or relating to this Account Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is US \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of

the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

12.1 Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

12.3 No Waiver. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.

12.4 No Third Party Beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

12.5 Financial Condition. Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

12.7 Customer Communications. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. – London Branch
2. Wells Fargo Bank, N.A. – Cayman Islands Branch

Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	Account #2 _____ CoID _____ (Internal Use Only)
Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)	Title Line 1 _____ (Customer's full legal name matching Customer's formation documents and TIN certification documentation- 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (If applicable, enter DBA name on last available title line)	Title Line 4 _____ (If applicable, enter DBA name on last available title line)

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling? Yes No

III. Authorized Account Signers

#1

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Principal Officer/Key Executive <input type="checkbox"/> Owner		
If principal Officer/Key Executive or Owner are selected, banker must provide CIS customer number: _____		

#2

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Principal Officer/Key Executive <input type="checkbox"/> Owner		
If principal Officer/Key Executive or Owner are selected, banker must provide CIS customer number: _____		

#3

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Principal Officer/Key Executive <input type="checkbox"/> Owner		
If principal Officer/Key Executive or Owner are selected, banker must provide CIS customer number: _____		

#4

Signature	Printed Name	Position/Title
Signer role-Please Select one . If no selection default will be limited signer. Refer to section IV for authority definitions. <input type="checkbox"/> Limited Signer <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Principal Officer/Key Executive <input type="checkbox"/> Owner		
If principal Officer/Key Executive or Owner are selected, banker must provide CIS customer number: _____		

IV. Customer Acknowledgement & Agreement

On behalf of the customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as

(a) a "Limited Signer" is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s).

(b) an "Authorized Agent" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services.

(c) a "Principal Officer/ Key Executive" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means from the account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services. Additional information may be requested from all named Principal Officers/Key Executives according to Wells Fargo's customer due diligence policies.

(d) an "Owner" is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers by ACH, wire or other means, including to personal and business account(s) in accordance with the customer's contractual arrangements with Wells Fargo regarding these services. Additional information may be requested from all named Owners according to Wells Fargo's customer due diligence policies.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed Name	Position/Title
Authorized Signature	Date

V. Taxpayer Certification

Please provide a copy of the most current version of IRS form W-9 or W-8. Tax forms are subject to review and withholding could apply if forms are incomplete or inaccurate.

W-9 provided for U.S. Entity

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must belong to the Customer whose full legal name is provided in Section I, Title Line 1 and match the W-9 provided. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN). The number provided below applies to all accounts listed on this signature card.

Social Security Number (SSN) _____ Employer Identification Number _____

W-8 provided for non-U.S. Entity

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

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Authorization Certificate

Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he or she is the duly appointed authorized representative of _____

(Account holder's complete legal entity/company name), a _____ (description of Account holder's business entity type) ("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

Name	Title (if applicable)	Signature or Facsimile Signature ¹	Business Phone Number	Business Email Address
#1 _____	_____	X _____	X _____	X _____
#2 _____	_____	X _____	X _____	X _____
#3 _____	_____	X _____	X _____	X _____
#4 _____	_____	X _____	X _____	X _____
#5 _____	_____	X _____	X _____	X _____
#6 _____	_____	X _____	X _____	X _____

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/

¹ **Facsimile Signature/Logo.** Customer authorizes the use of facsimile signatures/logos in connection with its agreements with and instructions to Bank if the facsimile/logo is provided on this form. Customer agrees its use of the facsimile/logo will be governed by Bank's Commercial Account Agreement.

or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

By/Signature: _____

Printed Name: _____

(this individual must be a duly appointed representative of the TIN of record)

Title (if applicable): _____

Date: _____

Tax Identification Number of Customer: _____

(TIN of the Account holder as assigned by the IRS)

Public Funds Customers Only: Unless Customer otherwise specifically instructs Bank in writing, Bank will consider each of the Authorized Representatives listed above to be an "Official Custodian" as referenced in 12 C.F.R. 330.15 for the purposes of calculating Customer's deposit insurance coverage.



Cash Vault Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service (“Service”) that Wells Fargo Bank, N.A. (“Bank”) provides to Company under this Service Description. “Company” is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services (“Acceptance”).

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Company’s acceptance of the Service Documentation),
- c. The Master Agreement for Treasury Management Services (“Master Agreement”) (which contains terms and conditions applicable to all Services),
- d. The account agreement governing the account(s) (each, an “Account”) Company uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Bank offers its SafeVantage Service (the “SafeVantage Service”) in connection with Bank’s commercial depository services. This Addendum to Commercial Depository Service Description - SafeVantage (“Addendum”), the SafeVantage Service Setup Form (the “Setup Form”) and the other Service Documentation (as defined in the Master Agreement for Treasury Management Services, between Bank and Company (the “Master Agreement”)) govern Bank’s SafeVantage Service. If there are any conflicts between the Addendum and the Commercial Depository Service Description, this Addendum will control.

Services

Commercial Depository – Cash Vault

1. **Description of Service.** With the Service, Company may (a) order currency and coin (collectively, “cash”) from Bank’s cash vault and Bank will make such cash available to an armored car service acting as Company’s agent (“Agent”) at Bank’s cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank’s cash vault or night depository locations for processing.

2. **Cash orders from Bank's cash vault.**

- a. **Cash Requests.** Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's Commercial Electronic Office® (CEO®) portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.
- b. **Making cash available to Company's Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.
- c. **Company's Authorized Representatives.** Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.
- d. **Security Procedures.** For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.
- e. **Debit of Account.** On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.
- f. **Packing slip; differences in Shipment amount.** Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.

3. **Delivery and processing of Deposit Shipments at Bank's cash vault.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

- a. **Use of Agent to deliver Shipments.** Company will deliver Deposit Shipments in deposit bags or other containers (“Deposit Bags”) to one of Bank’s cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company’s agent (“Agent”). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company’s Agent. The delivery of a Deposit Bag to Bank or Bank’s receipt for it on a manifest will not be deemed proof of Bank’s receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company’s records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank’s cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.
- b. **Delivery procedures.** In delivering a Deposit Shipment to Bank’s cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:
- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
 - Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
 - Use only Bank-approved Deposit Bags that are properly secured;
 - Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company’s Agent will provide to Bank at the time of delivery;
 - Obtain the signature of Bank’s employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
 - Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company’s Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively “items”), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

- c. **Cut-off time; Deposit to Account.** If a Deposit Shipment is received at one of Bank’s cash vaults on a Business Day before Bank’s published “cut-off time” for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank’s “cut-off time,” the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.
- d. **Processing of Deposit Shipments.** Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank’s customary procedures. All deposits are subject to verification, and Bank’s count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank’s applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

- e. **Adjustment procedures.** If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.
4. **Delivery and processing of Deposit Shipments at Bank's Night Depository locations.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.
- a. **Night Depository locations; issuance of keys.** Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.
- b. **Contents of Night Bags; Deposit of Night Bags.** Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.
- c. **Processing of Night Deposits.** Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.
- d. **Counting and adjustment procedures.** If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.

- e. **Claims of lost or stolen Items.** Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.
- 5. **Special instructions.** Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.
- 6. **Further assurances.** Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.
- 7. **Representations and warranties regarding Deposit Shipments.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:
 - a. **Deposits for Own Account.** Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.
 - b. **No Deposits from Outside the United States.** Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.
 - c. **No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
- 8. **Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 7. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.
- 9. **Survival.** Sections 2f, 3d, 3e, 4d, 4e, 6 and 9 will survive termination of the Service.

Addendum to Commercial Depository – SafeVantage

1. **Description of Bank's SafeVantage Service.** For certain units of safes provided by vendors, in each case, acceptable to Bank (collectively, the "Equipment"), Bank will provide provisional expedited credit to Company for the cash properly deposited into the Equipment's currency acceptors. Following Bank's receipt of a transmission report from any unit of Equipment stating the amount of currency inserted into the Equipment's currency acceptors (each, a "Safe Report"), Bank will provide provisional expedited credit to an account maintained by Bank (each, an "Account") and designated by Company in total amount set forth in such Safe Report. Credits will only be applied on Bank's business days in accordance with the Setup Form. A "business day" is a day other than Saturday, Sunday or any bank or legal holiday observed by Bank. For purposes of clarification, currency and other items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the standard cash vault deposit processing procedures described in the Commercial Depository Service Description.
2. **Conditions to provision of Bank's SafeVantage Service.** As conditions to Bank's provision of its SafeVantage Service, Company (i) will have a valid and binding agreement with a vendor, acceptable to Bank, for the provision of the Equipment (such agreement, a "Vendor Agreement"), (ii) agrees that such Equipment must be suitable and compatible, in Bank's sole discretion, for the SafeVantage Service, and (iii) will use the Equipment in accordance with the terms and provisions in the Vendor Agreement and as instructed by Bank as necessary from time to time for use of the Equipment in connection with the SafeVantage Service. Company acknowledges that Bank is not providing the Equipment and has no obligation or liability whatsoever with respect to the Equipment or any service related thereto other than the SafeVantage Service.
3. **Adjustments.** If the aggregate amount of the items processed and verified for a Safe Report is less than that reported for such Safe Report, Bank may debit the applicable Account without notice to Company. If that Account has insufficient funds to cover the debit, Bank may debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) upon demand by Bank, without setoff or counterclaim. If the aggregate amount of the items processed and verified for a Safe Report is more than that reported on such Safe Report, Bank will credit the applicable Account for the difference without notice to Company. In addition, if Company's Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including but not limited to cash deposited through the currency acceptors, Bank reserves the right to require Company to file a claim with such vendor before making any claim against Bank.
4. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney's fees and legal expenses, as the result of (a) Bank providing the SafeVantage Service to Company in accordance with this Addendum, or (b) an action Company asks Bank to take in connection with the SafeVantage Service and this Agreement. Company authorizes Bank to recover any such amount by debit to Company's accounts at Bank or Bank's affiliates.
5. **Survival.** Sections 4 and 5 will survive the termination of the SafeVantage Service.
6. **Default, breach of termination of Vendor Agreement.** Company agrees to provide Bank immediate notice of any default or breach of the Vendor Agreement by Company or the vendor or termination thereof.
7. **Termination.** Either party may terminate the SafeVantage Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the SafeVantage Service will automatically terminate, unless otherwise agreed by Bank and Company.

Check Collections Service Description

Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. (“Bank”) provides you the services described below. “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a “Service”) covered by this Service Description are:

- Returned Items Service
- Wells Fargo Remote Deposit Capture Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing your account that you use for the Service (“Account”),
- e. The Product Enrollment Form (“Set-up Form”) (which contains set-up information for the service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office*[®] (*CEO*[®]) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Returned Items Service

1. **Description of service.** This Service includes:

- a. Special Instructions regarding the handling of your Returned Items (section 2),
- b. Returned Item Decisioning through our *CEO* portal (section 3),
- c. Electronic Returns through which we submit your Returned Items as RCK entries in accordance with the ACH Rules (section 4),
- d. Centralized Return Processing through which we process your Returned Items as your centralized return processor (sections 5),
- e. Returned Item Forwarding through which we forward Returned Items you receive on your Accounts to your centralized returns processor (section 6), and
- f. Returned Item Service Fee Recovery through which we issue MICR drafts to recover service fees you charge your customers in connection with Returned Items (section 7).

We will provide the Returned Item Service to you in accordance with the Service Documentation, including the User Guide for the Service that we make available to you, and Applicable Law.

2. **Special instructions.** We will process your Returned Items in accordance with any special instructions you communicate to us from time to time as described further in the User Guide for the Service.

3. **Returned Item decisioning; access to images.**

- a. **Returned Item decisioning.** If you elect this Service option, you can send us processing instructions through the *CEO* portal for Returned Items we received prior to the applicable Cutoff Time each Business Day. Each message related to the processing of a Returned Item (your “Decisioning Instruction”) must be received by us by the decisioning Cutoff Time each Business Day. If we do not receive your Decisioning Instruction by the decisioning Cutoff Time, we will handle the Returned Item in accordance with your Default Instruction. “Default Instruction” means your election for us to take one of the following actions for a Returned Item, as specified in your Set-Up Form for the Service:
 - i. “Redeposit,” meaning we redeposit the Returned Item, or
 - ii. “Chargeback,” meaning we chargeback the Returned Item to one of your accounts in accordance with section 9 below.
- b. **Access to images.** If you elect this option, we will make images of Returned Items available to you through the *CEO* portal or other channels or transmission methods you and we agree to. These images are retained for the time period set forth in our retention policy for the Service.

4. **Electronic returns.** If you elect this Service option, we will submit RCK entries for your Returned Items that we have determined (using a data-based decisioning method) qualify as RCK entries under the ACH Rules.

- a. **Warranties.** The ACH Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original Item for which the RCK entry is initiated. If we incur any liability for breaching these warranties, you will reimburse us and not hold us responsible or liable.
- b. **Rejected entries.** The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to us. In the event any RCK entry submitted on your behalf is rejected by the ACH for any reason and we have sufficient data to permit us to repair the RCK entry, we will make the repair. Upon our request, you will provide us with all information necessary to repair any RCK entry or file of RCK entries.
- c. **Provisional credit.** Any credit to your Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, you will immediately deposit with us sufficient funds to cover the returned RCK entry or adjustment memorandum. You authorize us to debit the Account or any other accounts you maintain with us for the amount of any returned RCK entry or adjustment memorandum.

5. **Centralized check return.** If you elect this Service option and it is available to you, we will process Returned Items from your Account and accounts with other financial institutions with which you arrange for us to provide this Service.

- a. **Centralized return endorsement.** You will place a Centralized Return Endorsement on the back of each check or other Item you intend to deposit with a financial institution other than us that, upon dishonor, you wish to have returned to the Account you designate for this Service. Upon your request, we will supply you with an endorsement stamp or examples of endorsement stamps that satisfy the requirements of this section.
- b. **Relation of multiple endorsements.** You agree that the Centralized Return Endorsement:
 - i. Is in addition to and not in place of the endorsement placed on an Item by the depository bank,
 - ii. Could obscure, in whole or in part, the endorsement placed on the Item by the depository bank, and
 - iii. Could be obscured by, in whole or in part, the endorsement placed on each deposited Item by the depository bank.

6. **Returned item forwarding.** If you elect this Service option:

- a. You will notify us of the financial institution you choose as your centralized return processor,
- b. You will place your Centralized Return Endorsement identifying your centralized return processor on the back of each check or other Item you deposit to your Account that, upon dishonor and subsequent receipt by us, you want us to forward to your centralized return processor, and

- c. We will forward the Returned Items that we receive to your centralized return processor.
7. **Returned Item service fee recovery.** If you elect this Service option, you may issue a MICR draft on the account of the issuer of a Returned Item in the amount that you and we separately agree will be your Returned Item service fee.
 8. **Delayed returns.** Under Applicable Law, paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either us or to the actual depository bank and there could be a significant delay in our receipt of a Returned Item. You, not us, are solely responsible for any and all Losses that may arise in connection with any delay in the return of any Returned Item under this Service Description, including any Item to be returned to your centralized return processor under section 5.
 9. **Chargebacks.** We may chargeback a Returned Item to any account you maintain with us without regard to whether the Returned Item was initially deposited to your Account or at another financial institution.
 10. **Representations and warranties.** You represent and warrant to us and agree as follows:
 - a. **Authorization.** The issuer of any Returned Item has authorized you to represent the Returned Item electronically and that authorization is legally sufficient under Applicable Law.
 - b. **Representation/Returned Item fees.** You acknowledge that the ACH Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and the related fees. You agree that each Item you deposit to your Account or another financial institution will only be for the amount of the Item, and will not include any amount for a representation/returned item fee or similar fee.
 - c. **Returned Item service fees.** You have properly disclosed to all your customers that you charge a service fee for Items returned unpaid for any reason as described in section 7.
 11. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from Losses arising directly or indirectly from or related to:
 - a. Any material breach in any of your representations, warranties and agreements contained in this Service Description,
 - b. The violation of any Applicable Laws in the performance of your obligations under this Service Description,
 - c. A breach of any warranty we make under the ACH Rules in connection with our Electronic Returns Service option as described in section 4,
 - d. Any action you ask us to take in connection with this Service, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - e. A delay in the return of any Item deposited to your account at another financial institution as described in section 8.
 12. **Survival.** Sections 4, 8, 9, 10 and 11 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture Service

(Wells Fargo Electronic DepositSM, Desktop Deposit[®] and CEO Mobile Deposit)

1. **Description of service.** With this Service you can create Electronic Checks from eligible paper checks and transmit the Electronic Checks (and where applicable an Electronic File) to us to deposit in your Account in accordance with the Service Documentation. For each Electronic Check we determine is eligible for processing, we will:

- a. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank,
 - b. Post or present any Electronic Check for which we are the Paying Bank, or
 - c. Create a Substitute Check (as defined in the applicable Account Agreement) that we will present directly or indirectly to the Paying Bank.
2. **Creating Electronic Checks.** To create Electronic Checks (and where applicable send us Electronic Files), you will use either software and certified or approved hardware that we provide to you, or hardware and software capable of creating Electronic Checks that meet our standards and specifications. We will review each Electronic Check and process the Electronic Checks we determine are eligible for processing:
- a. On the Business Day you transmit the Electronic Checks (or if applicable, your Electronic File) to us, if we received the Electronic Checks before the Cutoff Time, and
 - b. On the next Business Day if you transmit the Electronic Checks (or if applicable, your Electronic File) to us after the Cutoff Time.
3. **Exception Checks.** Our User Guide for this Service lists eligible U.S. Dollar checks (as well as ineligible checks). We may, without liability to you, reject Electronic Checks we determine are ineligible for this Service or that Applicable Law prohibits us from accepting through this Service (an “Exception Check”). We will notify you of each Exception Check through our CEO portal or other communication channel. You will deposit an Exception Check to your Account only by depositing the corresponding original paper check or as otherwise agreed between you and us.

Even if we do not identify an Exception Check during processing, a Substitute Check may be returned to us because the Paying Bank determines it is not eligible. Our failure to identify an Exception Check will not limit your obligations to us under section 7.

4. **Deposits to your account.** We will be deemed to have accepted each Electronic Check (other than any Exception Check) for deposit to your Account (a) on the Business Day we process the Electronic Check (b) at our office where your Account is maintained. Funds from these Electronic Checks will be made available as provided in our Funds Availability Policy applicable to your Account and will be deemed to be collected as set forth in our Electronic Deposit Collected Funds Schedule. We will provide these documents (as amended from time to time) to you upon request.

Any check you deposit that is returned to you may be returned in the form of a Substitute Check. If we receive a notice of nonpayment from Paying Bank for an Electronic Check or Substitute Check presented for payment, we have no obligation to provide this notice to you or your customers.

5. **Third-party processors.**
- a. **General.** You are a “third-party processor” when you use this Service either to (a) create and process an Electronic Check on behalf of your customer or (b) process an Electronic Check one of your customers has created and transmitted to you.
 - b. **Customer due diligence.** Before acting as a third-party processor for any customer, you will conduct due diligence appropriate to the type of customer (consumer or business). As part of your due diligence, when a customer opens an account with you, you will obtain the customer’s name, Taxpayer Identification Number, and address. In addition, you will comply with any obligations under Applicable Law for:
 - i. Establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program,
 - ii. Establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in your Anti-Money Laundering Program, and

- iii. Suspicious activity monitoring and reporting.
 - c. **Customer agreements.** You will also enter into an agreement with each of your customers which includes:
 - i. Provisions paralleling those in this Service description relating to creating Electronic Checks and maintaining the security of original paper checks,
 - ii. Warranties paralleling each of the warranties you make to us in this Service description,
 - iii. An acknowledgement that we may at any time refuse to process Electronic Checks for that customer, and
 - iv. If the customer is a business entity, an obligation that customer, upon your request, will provide you the information you require to understand the nature of the customer's business.
 - d. **Risk parameters; ongoing monitoring.** For each of your customers, you will use reasonable commercial standards to monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis. You will take appropriate actions with respect to the customer's account, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with you. We will establish and maintain confidential internal risk parameters for your Electronic Checks but you are solely responsible for monitoring your customer's Electronic Checks.
6. **Your representations and warranties.** You represent and warrant to us and agree that you will:
- a. Use this Service only for eligible paper checks payable to or endorsed for deposit by you or your customers (unless we expressly agree otherwise),
 - b. Transmit to us only Electronic Checks eligible for processing including legible Electronic Checks containing machine-readable MICR data,
 - c. Not transmit to us any Electronic Check that duplicates an Electronic Check previously transmitted to us or that did not originate as an eligible paper check,
 - d. Ensure that each original paper check for which you or one of your customers has created an Electronic Check is securely retained and then securely destroyed (including all nonpublic personal information on the original paper check) and properly secure all hardware you use in connection with this Service,
 - e. Not transmit to us, deposit to your Account, or otherwise negotiate any original eligible paper check for which you have transmitted an Electronic Check to us, unless we have notified you that the Electronic Check is an Exception Check, and
 - f. If you use an agent to create Electronic Checks and/or transmit your Electronic Files to us, you will ensure your agent transmits only Electronic Checks payable to you, unless we expressly agree to permit the agent to include Electronic Checks payable to multiple customers of ours.
7. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from and against all of our Losses arising directly or indirectly from or related to:
- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Service description including breaching your obligation under section 6(d) above, in which event Losses will include consequential damages,
 - b. Any material breach in your representations, warranties, covenants, or obligations in this Service description,
 - c. Us acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of Substitute Checks, in which event Losses will include consequential damages,
 - d. Us posting or presenting an Electronic Check for which we are Paying Bank or presenting an Electronic Check to the Paying Bank for payment,
 - e. The transfer or return of an Electronic Check or an Electronic Returned Check on your behalf,
 - f. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - g. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an Electronic Check is created, if the loss is due to the check having already been paid, and

- h. If we transfer or present an “electronically-created item” and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the Paying Bank, and any subsequent returning bank against Losses that result from the fact that:
 - i. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - ii. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 - iii. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

“Electronically-created item” means an electronic image that has all the attributes of an Electronic Check or Electronic Returned Check but was created electronically and not derived from a paper check. “Image Quality Warranty” means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a Substitute Check and the amount of the check. “No Double Debit Warranty” means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a Substitute Check, or a paper or electronic representation of a paper Substitute Check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an Electronic Check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the Paying Bank, and the drawer. When we transfer an Electronic Returned Check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner.

- 8. **Termination.** In addition to our rights to suspend or terminate Services under the Master Agreement, we may suspend or terminate this Service immediately upon notice if we determine in our sole discretion that you have breached any of your obligations under sections 6 or 7 of this Service description.
- 9. **Additional controls.**
 - a. **General.** We may upon reasonable prior notice to you to:
 - i. Mandate specific internal controls at your locations,
 - ii. Periodically audit or require audits of your RDC operations including your IT infrastructure at your expense, and
 - iii. Request additional information about you.
 - b. **Your internal controls.** You will establish internal controls related to your RDC operations. Upon reasonable request, you will provide us with information about your internal controls and will work in good faith with us to resolve any concerns that that we have regarding these controls.
 - c. **Your consumer complaints.** With reasonable prior notice to you, you will provide us with information about consumer complaints you receive relating to your RDC product (“consumer complaints”), including:
 - i. Your procedures for handling consumer complaints,
 - ii. The number of consumer complaints you received in the prior calendar quarter, and
 - iii. The current status of each consumer complaint.
- 10. **Survival.** Sections 6 and 7 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means the Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, “Business Day” means each day on we are open for business related to that Service.

Centralized Return Endorsement means a special endorsement on a Returned Item which (a) includes all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit, (b) to the extent possible, conforms to applicable formatting specifications, and (c) is more prominent than the endorsement of the actual depository bank.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means the electronic file you (or your vendor) create and send us when transmitting Electronic Checks using the Wells Fargo Electronic Deposit Service.

Electronic Returned Check means an Electronic Check derived from a paper returned check.

Item is defined in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Paying Bank means the bank on which the original paper check to which the Electronic Check relates is drawn or through which the original paper check is payable.

Master Agreement means the Master Agreement for Treasury Management Services.

RCK entry is defined in the ACH Rules.

Representatives is defined in section 11(f) of the Master Agreement.

Returned Item means an Item that is returned to us unpaid after you deposit it to your Account.

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Service Documentation is defined in section 1 of the Master Agreement.

Emerging Electronic Receivables Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service (“Service”) that Wells Fargo Bank, N.A. (“Bank”) provides to Company under this Service Description. “Company” is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services (“Acceptance”).

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Company’s acceptance of the Service Documentation),
- c. The Master Agreement for Treasury Management Services (“Master Agreement”) (which contains terms and conditions applicable to all Services),
- d. The account agreement governing the account(s) (each, an “Account”) Company uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

E-Bill Express

1. **Description of Services.** With the Service, Bank maintains a website in Company’s name (“Website”) through which (a) Company makes electronic Bills available to purchasers of Company’s products and services (each purchaser is a “Customer”), and (b) Customers make payments to Company using the channels for making a payment (each, a “Payment Channel”; see Section 2) and the method(s) Company offers (each, a “Payment Method”; see Section 3). Bank credits Customers’ payments to the account at Bank that Company enrolls in the Service (“Account”). The Service includes an Administrative Module through which Bank offers electronic reporting options relating to Company’s Bills and its Customers’ payments, all as detailed in Bank’s User Guide for the Service. The specific Services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately (“SOW”).
2. **Payment Channels.** The Payment Channels Bank offers to Company are detailed in Bank’s User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel. With the telephone Payment Channel, a Customer arranges for a payment by telephoning Company at a telephone number Company maintains. For all Customer payments made through the telephone Payment Channel, Company is required to enter information about the payment at the Administrative Module. With the IVR Payment Channel, Bank maintains a Company-specific toll-free number and Company branded greeting and prompts.

3. **Payment Methods.** The Payment Methods Company may make available to Customers are detailed in Bank's User Guide for the Service and may include debit and credit cards and electronic payments through the automated clearing house ("ACH"). The Service Documentation includes, respectively, Bank's Payment Gateway Service Description and ACH Origination Service Description (except for the section thereof titled "Initiation Methods and Security Procedures"), each of which in the event of a conflict between it and this Service Description will control over this Service Description. Bank may withdraw a Payment Method at any time.
4. **Information Reporting.** Information about Company's Bills and Customers' payments made through the Website, telephone and IVR Payment Channels is included in the information reporting available through the Administrative Module.
5. **Verification.** Bank will not verify the accuracy of Bills or its Customers' payment amounts made through any Payment Channel.
6. **Company's privacy policy.** Company will provide Bank with URL(s) hosted by Company for Bank's use at the Website. The URLs Company provides will direct Customers to Company's then-current privacy policy and terms of use. Company will maintain current versions of its privacy policy and terms of use.
7. **Licensed Marks.** Company grants to Bank a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. Bank will not modify a Licensed Mark without Company's prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 3 thereof. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, Bank will discontinue use of all Licensed Marks.
8. **Company's representations and warranties.** Company represents and warrants to Bank:
 - a. It will issue each Bill only for products or services actually provided to the Billed Customer and will retain each Bill for a minimum of one year from the date of the Bill;
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services;
 - c. Company is the sole owner of each URL Company provides to Bank pursuant to Section 6 and each Licensed Mark;
 - d. Company will maintain current versions of its privacy policy and terms of use at the URLs it provides to Bank; and
 - e. Company has received a copy of Federal Reserve Board Regulation Reg E and will comply therewith at all times that Bank provides the Service.
9. **Survival.** Section 8 will survive termination of the Services.

E-Box®

1. **Description of Service.** Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 2) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.

2. **Funded Payments.** A “Funded Payment” is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an “Unfunded Payment”) in accordance with the SOW.

Receivables Manager

1. **Description of Service.** The Service enables Company to receive consolidated electronic files and/or human readable documents containing information (each, a “File”) regarding credits and/or debits to the deposit accounts at Bank that Company enrolls in the Service (each, an “Account”) and associated remittance information. The User Guide details (a) the types of payments for which Bank provides the Service, (b) the options Bank offers for formatting Files, (c) the secure transmission platforms Bank offers to deliver Files to Company, (d) the schedule Bank follows in providing the Service, and (e) Bank’s Service level goals.
2. **Re-association Service.** If Company enrolls in Bank’s Re-association Service, Bank will accept a File containing remittance information from a trading partner of Company and attempt to re-associate payments the trading partner makes separately by ACH or wire transfer, provided the trading partner (a) sends the remittance information to Bank in advance of the payment and (b) includes an originating company ID and a transaction reference number with both the remittance information and the associated payment.
3. **Company’s receipt of Files; acknowledgments.** Bank will not monitor Files transmitted to Company through the Service including without limitation any acknowledgment Company’s system may generate upon its receipt of a File. If Company does not receive a File when it expects to, Company will notify Bank. If Company requests Bank resend a File within fourteen days after Bank initially transmits the File to Company, Bank will attempt to honor such request but will have no liability for not doing so.
4. **Incorrect, incorrectly formatted information.** Bank is not responsible for the accuracy of and will not verify remittance information it receives from Company’s trading partners and provides to Company through the Service.

COMMERCIAL ELECTRONIC OFFICE® (“CEO”®) SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) *Commercial Electronic Office*® service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, “Acceptance”);
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer’s use of the Service confirms Customer’s receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. **Description of Service.** The CEO® portal is Bank’s electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the CEO® portal to access
 - (a) Bank Services in which Customer has separately enrolled (each, an “Accessed Service”) and
 - (b) third-party sites Bank may make available through the CEO® portal. Bank offers different channels through which Customer may access the CEO® portal that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.
3. **Access to the CEO® portal.** When Customer enrolls in the CEO® portal and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a “Log-On Credential”) to the persons who are authorized to access the CEO® portal on Customer’s behalf (each an, “Authorized Representative”). Log-On Credentials may include without limitation Customer and user IDs, passwords, token IDs and other means of providing secure access to the CEO® portal Service that Bank adopts after the date Customer begins using the CEO® portal and may be changed by Bank at any time. Bank will have no obligation to Customer to verify or authenticate separately any communication Bank receives in Customer’s name through the CEO® portal, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank’s sole option, contact Customer with respect to any communication Bank receives in Customer’s name, but Bank’s election to contact Customer with respect to one or more communication will not

obligate Bank to contact Customer with respect to any subsequent communication Bank receives in Customer's name.

4. Administration of the CEO[®] Portal.

4.1. General. Bank offers two options for administering the CEO[®] portal: (a) self-administration and (b) Bank administration.

4.2. Self-Administration. If Customer enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Customer Administrator, Administrator or User. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

4.3. Bank Administration. If Customer does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Customer designates. Each User Customer designates will remain authorized until Bank has a reasonable time to act after receiving Customer's notification that the User is no longer so authorized.

5. Restricting or Terminating Access to the CEO[®] Portal. Bank will not be obligated to permit any Authorized Representative to use any Service through the CEO[®] portal if Bank determines such use is (a) not in accordance with any term applicable to the CEO[®] portal, (b) not permitted by Applicable Law, (c) not authorized by Customer or any third party whose authorization Bank believes is necessary for such use, or (d) should be denied for Customer's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. Financial Information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Customer at the CEO[®] portal. The posting of any Financial Information or any other information or data at the CEO[®] portal will not be a recommendation by Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) for any decision made or action taken by Customer in reliance on any Financial Information.

- 7. Alerts.**
- 7.1 Non-subscribed alerts.** When Customer enrolls in the CEO[®] portal or other channels or Services, it consents to receiving by email or other delivery channels, servicing messages that Bank determines are important or urgent. Customer does not need to subscribe to receive such alerts and it does not pay additional service fees.
- 7.2 Subscribed alerts.** Customer may also enroll in fee-based alerts for applicable Services so that Customer can receive messages it subscribes to at the intervals and through delivery channels that it chooses.
- 8. Cash Flow Analysis Service.** This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Customer to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Customer's deposit account(s) at Bank and other financial institutions Customer directs to provide data to Bank. Customer may also manually populate data. Bank will not verify the accuracy or completeness of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Customer uses this Service to convert balances to a currency other than the currency in which the account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.
- 9. Customer's Representations and Warranties.** Customer represents and warrants to Bank:
- 9.1** Customer's governing body has duly authorized each Authorized Representative, regardless of whether Customer enrolls in Bank's self-administration option, Bank administration or whether the individual is designated to act as Customer Administrator, Administrator or User; and
- 9.2** Customer will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Customer becomes aware or suspects that any Log-On Credential may have been compromised.
- 10. Customer's Agreement to Indemnify Bank.** Customer will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Customer contained in this Service Description.
- 11. Survival.** Sections 3, 4, 5, 6, 8, 9 and 10 will survive termination of the Service.

ACH and Related Services

Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a “Service”) covered by this Service Description are:

- ACH Origination Service
- ACH Fraud Filter Service
- Cash Concentration Service
- *Perfect Receivables*® Service
- *WellsTAX*® Payments Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers’ accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.
2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.
4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator, or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an “on-us Entry.” You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.
5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.
6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.
7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.
8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.
9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.
10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.
12. **Indemnification.** We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.
13. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.
14. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of the Services.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate International Entries.
 - a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
 - i. The laws and payment system rules of the receiving country of your International Entry,
 - ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
 - iii. The ACH Rules.If there is a conflict among these three areas, they will govern in the order listed above.
 - b. **Currency conversion.** With respect to International Entries we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
 - c. **Acts or omissions of third parties.** We will not be liable for:
 - i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
 - ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.
16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender.
 - a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
 - i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

- ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules (“Registration”) and supplemental Registration information requested by us, and
 - iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with that customer in which that customer agrees:
 - 1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
 - 2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
 - 3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
 - 4. That we may at any time refuse to process an ACH Entry for that customer.
 - b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third Party Sender.
 - c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence to determine that:
 - i. Each customer is engaged in a legitimate business, and
 - ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer’s type of business.
 - d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer’s business and transactions on an ongoing basis, and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.
17. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a “NOC”) that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.
18. **MICR-split processing service.**
- a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check (“PAC”) using the debit Entry data you provided. PACs are drawn upon the Receiver’s account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.
 - b. You represent and warrant to us that:
 - i. You have the appropriate authorization from each person owning the Receiver’s account shown in the debit Entry data, which remains effective when we issue the PAC, and
 - ii. You are not a “telemarketer” for purposes of the Federal Trade Commission’s Telemarketer Sales Rule (16 C.F.R. Part 310).
19. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.
- a. **Options.** You can choose from the following options:
 - i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

- ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.
- b. **Representations and warranties.** With respect to each debit Entry we originate on your behalf, you represent and warrant to us that:
 - i. The debit Entry is authorized,
 - ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
 - iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.
- c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.
- d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
 - a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
 - b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
 - c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.
2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
 - a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
 - b. **Post option.** All Echecks will automatically post without your review.
 - c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.
3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.
4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

Perfect Receivables® Service

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a “Remittance”) that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.
2. **WPIC restrictions.**
 - a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
 - b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
 - c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.
3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.
4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
 - a. That does not contain all of the required information specified by us,
 - b. If we suspect that you are not entitled to the Remittance,
 - c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
 - d. If you are in default under this Service Description or any other Service Documentation.
5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.
6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

WellsTAX® Payments Service

1. **Description of service.** With this Service, you can use our CEO® portal or a touch-tone telephone to request transfers from your Account (each, a “Transfer”) to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.
3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.
4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.
5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.
6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.
7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.
8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.
9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.
10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
 - a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
 - b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.
12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

CEO® portal means our *Commercial Electronic Office®* portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or **Reversing Entry** is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.



Wire Transfer Service Description

Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service (“Service”) covered by this Service Description is:

- Wire Transfer

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.
2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

- a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
- b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
 - a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
 - b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.
4. **Authorization to pay.** You authorize us to:
 - a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
 - b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
 - a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
 - b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.
7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.
8. **Drawdown requests.** A “drawdown request” is an instruction from you to another depository institution to debit:
 - a. An account at that institution and transfer the funds to us (an “outgoing drawdown request”), or
 - b. The Account and transfer the funds to that institution (an “incoming drawdown request”).

In this Service description, “Payment Order” includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPS or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service (“Service”) covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office*[®] (CEO[®]) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. Description of services.

- a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as “information.” The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
- b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface (“API”) through the Wells Fargo Gateway.
- c. The information may include images of Items or other instruments that are:
 - i. Posted to or processed through the Account,
 - ii. Cashed or collected by us or accepted for deposit to the Account, and
 - iii. Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
 - a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
 - b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.
3. **Software Sublicense.** If a software license or sublicense is required for you to access the Service (“Software Sublicense”), we will make the terms of the Software Sublicense available to you as part of the set up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.
4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

FOREIGN CASH LETTER SERVICE DESCRIPTION

1. **Introduction.** The legal agreements governing the Wells Fargo Bank, N.A. ("Bank") Foreign Cash Letter service ("Service") include (a) this Service Description, (b) Bank's Master Agreement for Treasury Management Services ("Master Agreement"), (c) the account agreement applicable to the Account(s) Company maintains at Bank or Bank's affiliate and uses in connection with the Service (see Section 2), and (d) the Signature Card for the Account. These agreements may be referred to collectively as the "Service Documentation". The Master Agreement and this Service Description are posted at Bank's *Commercial Electronic Office®* (CEO®) portal. Bank or a predecessor to Bank has provided the applicable account agreement ("Account Agreement") separately to Company. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order they appear in the first sentence of this section. "Company" is the customer of Bank identified in the signature card for the Account(s). If an enhancement or other change to the Service requires a change to this Service Description, Bank will post an updated Service Description on the CEO portal and notify Company of the update as required by applicable law. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.
2. **Description of the Foreign Cash Letter Service.** With the service, Company may present cash letters ("Cash Letters") to Bank which contain properly endorsed checks and drafts drawn on and payable at banks located outside the United States (each a, "Check"), and which conform to all applicable requirements contained in Bank's Cash Letter User Guide. A Check can be denominated in foreign currency or U.S. Dollars. Checks which may not be handled by the Foreign Cash Letter Service are: (a) stale-dated or post-dated Checks (plural?); (b) Checks previously presented and returned; (c) Checks which do not have the name of the drawee bank preprinted thereon; (d) photocopies; and (e) Checks drawn in currencies for which Bank does not offer the Service. Bank will deposit the aggregate amount of Checks contained in a Cash Letter into Company's deposit account at Bank designated in such Cash Letter (the "Account") in accordance with the provisions of Bank's agreement governing the Account.
3. **Service Charges.**
 - 3.1. **Drawee Bank.** Any drawee bank charges will be paid by Company.
4. **Liability; Indemnification.**
 - 4.1. **Limitations of Liability.** In addition to the limitation of liability and indemnification provisions set forth in the Agreement, Bank will not be liable for, and Company will indemnify and hold Bank, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses paid or suffered or incurred by any such indemnified party arising directly or indirectly as a result of or in connection with: (a) Bank's processing of photocopies of a Check from a Foreign Cash Letter, (b) Bank's return unpaid of any Check in a Foreign Cash Letter, (c) Bank's not notifying Company of any returned Check that is represented and then paid as provided in the Cash Letter User Guide, (d) the late reclamation of any returned Check caused by Bank's depositing the Check more than once in accordance with the Cash Letter User Guide, or (e) the late reclamation of any Check caused by the delay of another bank or financial institution.

- 4.2. Loss or Destruction.** With respect to any determination of liability, Bank will not be deemed to have received or be responsible for any Check until it has been actually received by Bank. Bank will accept responsibility for the loss or destruction of a Check only when such loss or destruction results from the negligence or willful misconduct of Bank or its employees. Further, Bank will not be responsible for the loss or destruction of a Check in transit to a correspondent bank (a "Correspondent") or while in the possession of others.
- 4.3. Agency.** Bank is Company's agent for purposes of collection only.
- 5. Photographic Records.** Company agrees to maintain photographic records of the front and back of each Check to facilitate the reproduction of such the Check in facsimile form, and Company agrees to furnish Bank with a facsimile of a Check upon request.
- 6. Correspondents.** Bank will use due diligence in the selection of collection agents and Correspondents, but will not be liable for the insolvency, negligence or willful misconduct, mistake or default of any Correspondent.
- 7. Returns.**
- 7.1. Unpaid Checks.** Any Check returned to Bank unpaid will not be protested.
- 7.2. Return Procedure.** Any Check returned to Bank will be sent back to Company under mail advice. Returned Checks (plural) will be charged back to Company's Account. If the original Check was drawn in Foreign Currency, the charge back will be made at Bank's Applicable Exchange Rate in effect on the date of return. This rate may be different than the original rate. Company agrees to pay to Bank immediately on demand the amount of such returned Check.
- 7.3. Reclamation Period.** There is no time limit on the return of a Check covered by this Service Description.
- 8. Survival.** Sections 3 and 4 will survive termination of the Service.



Check Disbursements Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service (“Service”) that Wells Fargo Bank, N.A. (“Bank”) provides to Company under this Service Description. “Company” is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services (“Acceptance”).

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Company’s acceptance of the Service Documentation),
- c. The Master Agreement for Treasury Management Services (“Master Agreement”) (which contains terms and conditions applicable to all Services),
- d. The account agreement governing the account(s) (each, an “Account”) Company uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

Account Reconciliation Plan Service

1. **Description of services.** Bank’s ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an “Account”); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank’s User Guide for the Services details the Service options. “Item” is defined in Bank’s Commercial Account Agreement.
2. **Issued Check Information.** If Company elects Bank’s full ARP Service, each Business Day prior to the cutoff time Bank separately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account (“Issued Check Information”) using the communication channel(s) Company elects. If Company elects Bank’s Deposit Location Reporting Service, Company will provide Bank with a list of Company’s location numbers and names and may amend the list from time to time by notifying Bank in writing.
3. **Stop payment orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank’s Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank’s verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

Centralized Disbursements Manager

- 1. Company relationship to Clients.** Company has represented to Bank that it functions as claims administrator, property manager, or accounts payable administrator with respect to its clients (each individually a “Client” and collectively, “Clients”), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services Company provides to its Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of such Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.
- 2. Centralized Disbursements Manager (“CDM”) Desktop.** Company will interact with Bank’s electronic system for operating the Service through Bank’s “CDM Desktop” function, which Company will access through the applicable treasury management services internet portal maintained by Bank.
- 3. Deposit Account structure.** To facilitate Company’s disbursement and payment funding activities on behalf of its Clients, Company will establish and maintain with Bank, in Company’s name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks issued by Company on behalf of its Clients will be drawn (“Disbursement Account”), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account (“Master Funding Account”), (iii) at Company’s option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an “Individual Client Funding Account”), (iv) an account against which exception items that Company instructs Bank to pay are to be temporarily posted (“Default Account”), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a “Recovery Account”). As used in this Agreement, “Account” refers to each type of account described in this Section 3 and in Section 4 below.
- 4. Accounts for the benefit of individual clients.** At Company’s option, Company may open one or more Individual Client Funding Accounts in Company’s name, each for the benefit of an individual Client, in a way that permits the Client’s taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a “Beneficial Owner Account”, and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that Company opens, Company represents and warrants to Bank that Company has valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.
- 5. Client Profiles.** For each Client for which Company makes disbursements, Company will establish and maintain through the CDM Desktop an electronic client profile (each a “Client Profile”). As part of each Client Profile, Company will assign the applicable Client a unique alpha/numeric identifier (a “Client ID”) no more than ten characters in length. Bank will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client Set-up Forms.** For each Individual Client Funding Account Company opens under the Service (including each Beneficial Owner Account), Company will, prior to opening the Account, deliver to Bank a form (each a “Client Set-up Form”) in a format approved by Bank, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client’s name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If Bank determines at any time that it does not have a Client Set-up Form for a particular Account, Company will upon Bank’s request promptly cause such a form to be prepared and forwarded to Bank.
7. **Delivery of W-9 or W-8 Forms.** For each Individual Client Funding Account Company opens under the Service, Company will, prior to opening the Account, deliver to Bank an original Internal Revenue Service Form W-9, “Request for Taxpayer Identification Number and Certification” (each a “W-9 Form”) or Form W-8BEN, “Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding” or other appropriate W-8 series form (each a “W-8 Form”), properly completed and executed by (i) the Client for whose benefit Company is opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client’s behalf (an “Authorized Representative”). Company represents and warrants that each W-9 Form or W-8 Form which Company delivers to Bank in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If Bank determines at any time that it does not have a W-9 Form or W-8 Form for a particular Client, Company will upon Bank’s request promptly cause such a form to be prepared and forwarded to Bank.
8. **Disbursements by Check; Use of Positive Pay.** All checks issued by Company in payment of claims or other obligations on behalf of its Clients (“CDM Checks”) must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by Bank’s standard Controlled Disbursement Service Description. Company may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. Company must at all times use Bank’s Positive Pay Service in connection with the Disbursement Account. Company’s use of Bank’s Positive Pay Service will be governed by Bank’s standard Positive Pay Service Description and other documentation in effect from time to time with respect to such service.
9. **CDM Check Issuance; Issue Files.** Company must identify and describe each CDM Check issued by Company in an electronic issue file (each an “Issue File”), which Company must transmit to Bank in connection with the CDM’s Check issuance. Company must create and transmit each Issue File to Bank in compliance with Bank’s published standards for creation and transmission of issue files for use with the Service. Company must include in each entry for a CDM Check listed in a particular Issue File (each an “Issue Record”) the appropriate Client ID for the Client on whose behalf Company has issued the CDM Check. Company agrees that it will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until it has properly transmitted to Bank an Issue File containing the corresponding Issue Record for such check. Bank will compile the information in each Issue File and incorporate that information in its cumulative CDM data base of issued and outstanding CDM Checks (the “Issue File Data Base”).

10. **Presentment and payment of CDM Checks.** Upon presentment of an item against the Disbursement Account, Bank will, as part of its Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If the comparison identifies the item as a CDM Check that matches a corresponding Issue Record in the Issue File Data Base (a “Matching Check”), Bank will ascertain the Client ID accompanying Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, Bank will pay all such Matching Checks. Bank will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, Bank may, in its sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between Company and Bank in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from Company to Bank.
11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but Company nevertheless instructs Bank to pay the item, Bank will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, Company will promptly provide Bank with instructions via CDM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.
12. **Minimum balance requirement for Recovery Accounts.** Company must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. Bank may return unpaid any CDM Checks presented for payment against the Disbursement Account during any period in which Company fails to maintain the balance requirement set forth in this Section 12. Bank may at any time, in its sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.
13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf Company issues CDM Checks, will be funded on either an “Issue Funding” basis or a “Presentment Funding” basis. Company must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, Company agrees that it will not be changed without Bank’s written consent.
- a. **Issue funding basis.** If Company is funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to Bank’s receipt of each Issue File from Company that pertains to the Client.
- b. **Presentment funding basis.** If Company is funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.
14. **Funding method.** Company will fund each Individual Client Funding Account by using one of the funding methods set forth in this Section 14. The process of funding by any of these funding methods will be governed by the Master Agreement and by Bank’s standard Service Description and other standard documentation pertaining to the applicable funding method. **COMPANY WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by Company’s client. As used in this Section 14, the term “Funding Day” has the meaning given to it in Section 15.

- a. **Automated Clearing House (“ACH”) debit entries.** Company may use ACH debit entries to debit the account of the corresponding Client at Bank or another financial institution (“Debit Account”). If Company uses this funding method, then prior to sending an Issue File for a particular Client, Company will ensure that the corresponding Client Profile contains adequate information about such Client’s Debit Account to enable Bank to generate an ACH debit entry from the Debit Account. Provided that Bank has adequate information about the Debit Account, Bank will cause an ACH debit entry file to be automatically created and transmitted to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) Bank receives an Issue File for a particular Client, if Company is using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client; provided, however, that if such day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day to occur thereafter. Company authorizes Bank to create and transmit each such debit entry file, and represents and warrants to Bank that each debit entry created using information Company provides to Bank in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following Bank’s transmission of the file containing such ACH debit entry.
- b. **ACH credit entries.** Company may use ACH credit entries to effect transfer of funds to an Individual Client Funding Account from an account of the applicable Client at Bank or another financial institution. Provided that Bank has adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will cause an ACH credit entry funding notice, by e-mail and/or telefacsimile at Company’s option, to be automatically created and transmitted to Company and the Client on the same day that (i) Bank receives an Issue File for the Client, if Company is using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client; provided, however, that if such day is not a Funding Day, then the funding notice will be created and transmitted on the next Funding Day to occur thereafter. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following Bank’s transmission of the funding notice.
- c. **Wire credit transfers.** Company may use wire credit transfers to effect transfer of funds to an Individual Client Funding Account from an account of the applicable Client at Bank or another financial institution. Provided that Bank has adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will cause a wire credit transfer funding notice, by e-mail and/or telefacsimile at Company’s option, to be automatically created and transmitted to Company and the Client on the same day that (i) Bank receives an Issue File for the Client, if Company is using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client; provided, however, that if such day is not a Funding Day, then the funding notice will be created and transmitted on the next Funding Day to occur thereafter. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day Bank transmits the funding notice.

- d. **Drawdown wires.** Company may use drawdown wires to debit the Debit Account. If Company uses this funding method, then prior to sending an Issue File for a particular Client, Company will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable Bank to generate a drawdown wire from the Debit Account. Provided that Bank has adequate information about the Debit Account, Bank will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) Bank receives an Issue File for a particular Client, if Company is using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client; provided, however, that if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day to occur thereafter. Company authorizes Bank to create and transmit each such drawdown wire, and represents and warrants to Bank that each drawdown wire created using information Company provides to Bank in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day Bank initiates the drawdown wire.
- e. **Internal book transfers.** Company may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with Bank. If Company uses this funding method, then prior to sending an Issue File for a particular Client, Company will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable Bank to generate an internal book transfer from the Debit Account. Provided that Bank has adequate information about the Debit Account, Bank will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) Bank receives an Issue File for a particular Client, if Company is using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client; provided, however, that if such day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day to occur thereafter. Company authorizes Bank to initiate and execute each such internal book transfer, and represents and warrants to Bank that each internal book transfer initiated using information Company provides to Bank in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day Bank initiates the internal book transfer.

15. **Funding frequency.** Company will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this Section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day".

- a. **Daily Funding Frequency.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that Bank receives an Issue File for a particular Client, if Company is using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client.
- b. **Weekly Funding Frequency.** Under the "Weekly Funding Frequency Option", funding will occur one day each week, on the same day of the week, as selected by Company.
- c. **Monthly Funding Frequency.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as selected by Company.
- d. **Semi-Monthly Selected Date Funding Frequency.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by Company.
- e. **P.A.L. Funding Frequency.** The "P.A.L. Funding Frequency Option" is only available for accounts Company is funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with the dollar limit being specified by Company to Bank.
- f. **Threshold Funding Frequency.** The "Threshold Funding Frequency Option" is only available for accounts Company is funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with the dollar limit being specified by Company to Bank.

16. **Supplemental Funding Days.** Company may, at its option, establish one or more additional Funding Days that supplement the funding frequency option(s) chosen for a particular Client under Section 15 above. Each additional funding day may be designated as either a “Clean-up Date” or “End-of-Contract Date”, depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.
17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of Company or Bank, Bank may at any time, and without prior notice to Company, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account Company maintains with Bank; provided, however, that Bank may not set off against any other Individual Client Funding Account.
18. **Security interest in Recovery Accounts.** As security for the Obligations (as defined in this Section 18), and not in limitation of any other security interest or right of setoff, contractual or otherwise, which Bank may have in relation to any of the Accounts, Company pledges to Bank, and grants a lien to Bank on, and a security interest in, the following and the proceeds thereof (collectively, the “Collateral”) as security for the prompt satisfaction of the Obligations: each of Company’s Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, such Recovery Accounts. “Obligations” includes any and all advances, debts, loans, obligations and liabilities that Company owes Bank pursuant to the terms of this Service Description. Bank’s receipt at any time of any kind of security, including without limitation cash, will not be deemed a waiver of any of Bank’s rights or powers under any agreement Company has signed in Bank’s favor. Company will sign and deliver to Bank, on demand, all such security, control or other agreements, financing statements and other documents as Bank may at any time request which are necessary or desirable (in Bank’s sole opinion) to grant to Bank a perfected security interest in and to any or all of the Collateral. At the time any Obligation becomes due and payable, Bank may sell or otherwise apply or dispose of any and all Collateral, received or to be received, in such parcel or parcels, at such time or times, at such place or places, for such price or prices and upon such terms and conditions as Bank may deem proper, and Bank may apply the net proceeds of the sale or sales, application or other disposition, together with any sums credited by or due from Bank to Company, to the payment of any and all of the Obligations, all without prejudice to Bank’s rights against Company with respect to any and all of the Obligations which may be or remain outstanding or unpaid. Company expressly waives any right to require Bank to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. Any requirement of reasonable notice to Company with respect to the sale or other disposition of Collateral will be met if the notice is given at least five calendar days before the date any sale, application or other disposition will be made. Bank’s rights and remedies under any agreements or instruments signed by Company in Bank’s favor are in addition to, and not exclusive of, any rights or remedies otherwise available to Bank under applicable law.
19. **Account closure or debit block.** Bank reserves the right to either close or place a debit block on any Individual Client Funding Account which, in Bank’s sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.
20. **Business Associate Agreement.** If Company is an organization that performs any function or activity involving the usage, transmission, or disclosure of individually identifiable health information, Company must enter into a Business Associate Agreement with Bank (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to Bank.
21. **Compliance with applicable Laws.** Company represents, warrants, and covenants to Bank that Company will at all times comply with all applicable statutes, regulations, ordinances and other laws (collectively “Laws”) governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** Company agrees to indemnify, defend, and hold Bank harmless from and against any and all claims, demands, losses, liabilities, damages and expenses, including reasonable attorney's fees, which Bank at any time suffers or incurs as a result of or in connection with (i) Company's failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information provided by Company to Bank which is incomplete or erroneous, and/or (iii) any failure by Company to comply with applicable laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.
23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both Company and the Client to disposition of the Account and related funds, Bank reserves the right, in its sole discretion, to suspend all activity on such Account and to interplead the funds into court.
24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. Bank may terminate the Service following notice to Company (i) if Company breaches any material provision of the Master Agreement or this Service Description and fails to cure the breach within fifteen (15) days after the Bank gives notice of the breach, or (ii) notwithstanding the foregoing, if Company fails at any time to maintain the minimum balance in the Recovery Accounts required under Section 14 of this Service Description. Bank may also terminate the Service without notice to Company if Company is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors, or if Bank determines, in its sole discretion, that a material adverse change has occurred in Company's ability to perform its obligations under the Master Agreement or this Service Description. Termination of the Service will not affect Company's or Bank's rights with respect to transactions which occurred before termination.
25. **Survival.** Sections 4, 7, 9, 10, 11, 12, 14, 17, 18, 19, 20, 22, 23, 24 and 25 will survive termination of the Service.
26. **Terminology.** Unless specifically defined in this Service Description, capitalized terms used in this Service Description have the meanings, if any, provided in the Master Agreement, as it may be amended from time to time.

Controlled Disbursement

1. **Required Account(s) and Services.** Company, as defined in the Acceptance, will establish and maintain:
 - a. one or more demand deposit accounts at Bank (each, a "Funding Account");
 - b. one or more checking accounts at Bank (each, a "Disbursement Account") linked to a Funding Account;
 - c. the information reporting service specified by Bank ("Information Reporting Service"); and
 - d. for each Disbursement Account, Bank's Image Positive Pay Service.

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Service Documentation. Company will use each Disbursement Account solely to issue checks (or payable-through drafts) and electronic debits (each, a "Debit") in accordance with this Service Description. Company will not issue any Debits on any Disbursement Account until Bank notifies Company that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day as defined in the applicable Account Agreement by the reporting times Bank separately discloses to Company from time to time, Bank will make the Total Net Presentment for each Disbursement Account available to Company by means of the Information Reporting Service. The Total Net Presentment consists of the total dollar amount of:

- a. Debits that have posted in the first and, if applicable, second presentment on that Business Day; and
- b. Adjustments to the Disbursement Account reported on Bank's CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

If the Total Net Presentment is not made available through the Information Reporting Service by the applicable reporting time, Bank will have no liability, and Company will estimate the Total Net Presentment.

3. **Company's obligation to deposit funds in Funding Account.** Each Business Day, by the applicable cutoff time Bank separately discloses to Company from time to time, Company will deposit good and collected funds in Company's Funding Account so that the balance in the Funding Account, determined in accordance with the applicable Account Agreement, is sufficient to cover:
 - a. either the Total Net Presentment or Company's estimate of the Total Net Presentment, and
 - b. the total of any Debits that have been memo posted to Company's Disbursement Account before the applicable cut off time on the current Business Day as set forth in Bank's Intra-Day Composite Report.

If Company fails to transfer funds in accordance with its obligation under the preceding sentence or if such transfer was based on Company's estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, Bank may, at its sole option:

- c. advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account; or
 - d. return Debits, in any order, unpaid (even though Bank may have previously established a pattern of paying such Debits).
4. **Transfer of funds to Disbursement Account.** Each Business Day, Bank will (a) transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day and (b) advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by Bank will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).
 5. **Bank's obligation to pay Debits.** Bank will have no obligation whatsoever to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time Bank makes its payment decision.
 6. **Company's Agreement to repay Bank's advances to Disbursement Account(s).** Company will unconditionally pay Bank on demand without setoff or counterclaim in good and collected funds the full amount of any advance Bank makes pursuant to Section 3(a) and Section 4 plus Bank's fees and costs incurred in connection with such advance.

7. **Security Interest.** As security for the Obligations (as defined in this Section 7), Company pledges to Bank, and grants a lien to Bank on, and a security interest in, the following and the proceeds thereof (collectively, the “Collateral”) as security for the prompt satisfaction of the Obligations: (a) all amounts from time to time on deposit in, or withdrawable from, Funding Account, all of Company’s other accounts with Bank and Bank’s affiliates and each Disbursement Account, and (b) any of Company’s property, or property in which Company has an interest, now or at any time delivered, conveyed, transferred, assigned, pledged or paid to Bank in any manner whatsoever. “Obligations” includes any and all advances, debts, loans, obligations and liabilities that Company owes Bank and Bank’s affiliates pursuant to the terms of this Service Description, including without limitation any advances Bank makes to Funding Account(s) pursuant to Section 3(c) of this Service Description and any advances Bank makes to Disbursement Account(s) pursuant to Section 4 of this Service Description. Bank’s receipt at any time of any kind of security, including without limitation cash, will not be deemed a waiver of any of Bank’s rights or powers under any agreement Company has signed in Bank’s favor. Company will sign and deliver to Bank, on demand, all such security, control or other agreements, financing statements and other documents as Bank may at any time request which are necessary or desirable (in Bank’s sole opinion) to grant to Bank a perfected security interest in and to any or all of the Collateral. At the time any Obligation becomes due and payable, Bank may sell or otherwise apply or dispose of any and all Collateral, received or to be received, in such parcel or parcels, at such time or times, at such place or places, for such price or prices and upon such terms and conditions as Bank may deem proper, and Bank may apply the net proceeds of the sale or sales, application or other disposition, together with any sums credited by or due from Bank to Company, to the payment of any and all of the Obligations, all without prejudice to Bank’s rights against Company with respect to any and all of the Obligations which may be or remain outstanding or unpaid. Company expressly waives any right to require Bank to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. Any requirement of reasonable notice to Company with respect to the sale or other disposition of Collateral will be met if the notice is given at least five calendar days before the date any sale, application or other disposition will be made. Bank’s rights and remedies under any agreements or instruments signed by Company in Bank’s favor are in addition to, and not exclusive of, any rights or remedies otherwise available to Bank under applicable law.
8. **Protection against fraudulent checks.** Company and Bank acknowledge that there is a growing risk of loss resulting from the increasing use of counterfeit and certain other types of fraudulent checks. Company recognizes that controlled disbursement service customers are especially susceptible to losses from these checks. Company is aware that Bank offers an additional service known as “Payee Validation”, which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. Bank has advised Company that if it does not enroll in and actively use Bank’s Payee Validation Service, Bank will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and Company will be treated as having assumed the risk of these losses.
9. **Liability and Indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, Bank will not be liable for any claim, demands, judgments or expenses (“Losses”) paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any Losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with:
- a. Company’s performance or failure to perform its obligations in accordance with this Service Description;
 - b. Bank’s acting on any information furnished by or on behalf of Company in any Service Documentation or otherwise;
 - c. Bank’s return of any Check unpaid because Company has not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment;
 - d. Bank’s dishonor and return of any Debit unpaid if Company issues the Debit before Bank notifies Company the Disbursement Account on which it was drawn is operational;

- e. Bank's nonpayment of a Debit, unless such nonpayment results directly and proximately from Bank's gross negligence or willful misconduct;
 - f. Bank's late return of any Debit as a result of, and any presentment-related problem resulting from, the failure of any Debit which has not been tested and approved by Bank to conform in any respect to Bank's check specifications;
 - g. Except as otherwise provided under Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through Draft, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these services, Bank's payment of any check or payable-through draft which is unauthorized or contains a forged, unauthorized, incorrect or illegible endorsement, a forged or unauthorized signature, an alteration of amount or payee, or any other error, discrepancy or deficiency; or
 - h. Bank's exercise of its rights or Bank's performance of its obligations in accordance with this Service Description or Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through, or Third-Party Draft Service Descriptions, if Bank provides Company with one or more of these Services.
10. **Termination.** In addition to Bank's right to terminate the Service under the Master Agreement, Bank may terminate this Service and close the Funding Account(s) and Disbursement Account(s) immediately upon Bank's sending Company written or oral notice (confirmed in writing) of such action if:
- a. Company fails at any time to fund the Funding Account as required in this Service Description;
 - b. any lawsuit or other action or proceeding is filed or instituted by any federal or state agency alleging, or Bank receives an opinion of counsel, that this Service or any material term or condition of this Service violates any law or regulation;
 - c. the occurrence of any default by Company under the other Service Documentation or under any other agreement or instrument signed by Company in Bank's favor including without limitation any loan agreement or promissory note; or
 - d. Bank determines that one or more conditions exist or events have occurred which might indicate, or result in, a material adverse change in Company's operations, business, property or assets or its condition (financial or otherwise).

Upon termination of this Service, Company will, in accordance with such instructions as Bank may give, cease to issue Debits on the Disbursement Account(s), and Bank will close the Disbursement Account(s) and stop processing Debits. Company will continue to be liable for all Debits issued on the Disbursement Account(s) prior to termination and for all Debits the Bank is obligated to pay.

11. **Survivorship.** Sections 3, 6, 7, 8 and 9 will survive the termination of the Service.

Payable-Through Draft

1. **Description of service.** The Service provides Company with information about payable-through drafts purportedly drawn on Company and received by Bank for processing and presentment to Company so Company can determine whether to pay, edit or dishonor each draft. Each payable-through draft Bank presents to Company in accordance with this Service Description is referred to as a "Draft". A Draft includes a counterfeit or altered Draft, one or more reproductions of a duly authorized Draft, and any Draft with a forged or otherwise unauthorized signature or a forged, unauthorized, incorrect or illegible endorsement (each, an "Unauthorized Draft").
2. **Requirements for Draft stock.** Company will ensure each Draft contains: (a) the legend "*PAYABLE THROUGH WELLS FARGO BANK, N.A.*"; and (b) Bank's routing number on the MICR line of the Draft; and complies with all other requirements Bank communicates to Company. Company will not issue any Draft until Bank notifies Company that Company's Draft stock meets Bank's specifications.

3. **Electronic presentment.** Each Business Day, Bank will present to Company each Draft Bank receives prior to Bank's applicable cutoff time. Bank will make presentment electronically by making a report or transmission containing the serial number and amount of each Draft available to Company via the information reporting service Company elects. Each report or transmission containing this information is an "Activity Report". No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur. A "Business Day" is every day except Saturday, Sunday and any federal holiday. The cutoff time is available in Bank's User Guide for the Service.
4. **Images of Drafts; Identifying Unauthorized Drafts.** In addition to making presentment of each Draft electronically as described in section 3, Bank will make an electronic image of each Draft available to Company through Bank's CEO® portal. Company is solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft, even if Bank fails for any reason to make an electronic image of the Draft available to Company.
5. **Funding.** Company will maintain immediately available funds in its Account in an amount sufficient to cover the full amount of Drafts Company issues. Bank will have no obligation to honor any Draft if Company does not have immediately available funds in its Account in an amount sufficient to cover the full amount of the Draft. Nevertheless, if a competent authority including an arbitrator acting pursuant to the parties' arbitration agreement or a court determines a Draft has been paid under circumstances that Bank incurs any liability for the Draft under any statute, Federal Reserve regulation, clearinghouse rule, or other applicable law or agreement having the force of law, Company will pay, on demand, the amount of the Draft to Bank.
6. **Decisioning.** Company will, not later than Bank's applicable cutoff time on the next Business Day following the Business Day on which the Activity Report is made available to Company ("Decision Deadline"), notify Bank of any presented Draft that is to be edited (section 8) or dishonored (section 9). Company will notify Bank through Bank's CEO Reverse Positive Pay service or, in the case of dishonor instructions only, through a means acceptable to Bank. If Bank does not receive Company's edit requests or dishonor instructions by the applicable Decision Deadline, Company will be deemed to have instructed Bank to pay each Draft described in the Activity Report(s) for that Business Day, and Company will become obligated to pay the amount of each such Draft not timely returned by Bank.
7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, other than a Draft cashed in accordance with section 10, will be provisional and subject to revocation by (a) Company, if Company directs Bank to cause a Draft to be dishonored prior to the applicable Decision Deadline, or (b) Bank at any time prior to midnight of the day of presentment to Company.
8. **Drafts for which Company requests edits.** Company may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. Company will use a means acceptable to Bank to notify Bank of each edit request. Bank reserves the right to deny Company's edit request based on Bank's evaluation of the edit request.

9. Drafts to be dishonored.

- a. **General.** The Uniform Commercial Code (“UCC”), 12 CFR part 229 (“Reg CC”), 12 CFR part 210 (“Reg J”), and Federal Reserve Bank Operating Circular 3, “Collection of Cash Items and Returned Checks”, (“Operating Circular 3”), impose requirements on the return of Drafts including notices regarding dishonored Drafts. Failure to meet these requirements may result in liability to Bank for the amount of the Draft and other damages. Company is solely responsible for dishonoring any Draft including any Unauthorized Draft. If Company decides to dishonor any presented Draft, Company will notify Bank prior to the Decision Deadline in accordance with the requirements (if any) applicable to Company, Bank or both under the UCC, Reg CC, Reg J, and Operating Circular 3, each as may be amended, and the procedures Bank provides to Company. Company will reimburse Bank promptly for any losses or liabilities Bank may suffer or incur as a result of Bank’s dishonor of a Draft in accordance with Company’s notice to Bank. Any payment or other settlement for a Draft will be provisional and is subject to revocation (i) by Company, if Company directs Bank to cause a Draft to be dishonored prior to the Decision Deadline and (ii) by Bank at any time prior to midnight of the first Business Day after the day of presentment to Company. Notwithstanding the prior sentence, Bank must receive Company’s revocation instruction in a time and manner that gives Bank a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.
- b. **Fraud.** If Company’s reason for dishonoring a Draft is fraud, Company’s return instruction alone will not constitute a claim for a fraudulent transaction. Company will file a separate claim with Bank relating to the fraudulent transaction.

10. Draft cashing. Bank offers a draft cashing Service in which Company may enroll separately. Details on the Service are provided in Bank’s User Guide. By enrolling in this Service, Company waives any rights it would otherwise have to dishonor or issue an edit request with respect to any Draft Bank cashes at its teller line.

11. Liability and Indemnification.

- a. **General.** Company will indemnify and hold Bank, its affiliates, and their respective officers, directors, employees, and agents (collectively, “Indemnitees”) harmless from and against every claim, action, damage, loss, liability and expense (including reasonable attorneys’ fees and court costs) (collectively, “Losses and Liabilities”) arising out of or relating to any liability for (a) Bank’s failure to identify an Unauthorized Draft; (b) Bank’s refusal to cash a Draft; (c) Bank’s failure to meet any requirement to which section 9 of this Service Description refers; (d) Company’s payment of an Unauthorized Draft; or (e) Bank’s exercise of its rights, or Bank’s performance of its obligations, in accordance with this Service Description.
- b. **Regulation CC; Regulation J.** Company further will indemnify, defend, and save Indemnitees harmless from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows (except for Losses and Liabilities arising directly or indirectly from or related to Bank’s own gross negligence or willful misconduct):

- i. Bank warrants to a warrantee that (a) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check (“Image Quality Warranty”) and (b) the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid (“No Double Debit Warranty”). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable. For purposes of this section 11b the term “check” and “electronically created item” includes a Draft.
- ii. Through Bank’s providing a remote deposit capture service, Bank is required to indemnify a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify the Indemnitee and not hold it responsible or liable.
- iii. If Bank transfers or presents an “electronically created item” and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (a) the electronic image or electronic information is not derived from a paper check; (b) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (c) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify the Indemnitee and not hold it responsible or liable.
- c. **Unauthorized Drafts.** With respect to each Draft, Bank (a) will be deemed to be a collecting bank and not a drawee bank and (b) disclaims all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC. In the event any Draft paid by Company is subsequently determined to be an Unauthorized Draft, Bank will take any action reasonably requested by Company to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights Company or Bank may have against those prior parties, but Bank will not be liable to Company with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless Company first indemnifies Bank for all costs, expenses and liabilities, including reasonable attorneys’ fees and legal expenses, which Bank may incur as a result of such action.
- d. **Delayed return.** Company is responsible to any party that incurs a loss in connection with a Draft, if: (i) the loss is due to a delay in the return of the Draft and (ii) the delay is caused, in whole or in part, by any presentment-related problem resulting from (a) the failure of any Draft to meet Bank’s draft specifications (section 2) or (b) material appearing on the back of the Draft when it was issued by Company including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 10, and 11 of this Service Description will survive termination of the Service.

Payment Authorization

1. **Description of service.** Company may, by executing and delivering to Bank a Payment Authorization Service Set-up Form, elect to utilize the Service for deposit accounts which Company maintains at Bank (each an "account"). Under the terms of the Service, Bank will without Company's specific approval as to any particular Item, (a) automatically return unpaid (marked "REFER TO MAKER") Items drawn against the account which are presented to Bank, and which exceed the "Maximum Dollar Authorized Payment Amount" specified on the Setup Form, (b) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum Check Cashing Amount" specified on the Setup Form, (c) refuse withdrawal requests against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum over the Counter Withdrawal Amount" specified on the Setup Form, and/or (d) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which are made payable to an individual.

Positive Pay

1. **Description of service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 4). In accordance with section 6, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 9). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconciliation Plan ("ARP") Service is required.
2. **Service options.** Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as specified in the Exceptions Report. Each discrepancy is an "Exception," and each Check with a discrepancy is an "Exception Item". Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.
 - a. **Perfect Presentment® Positive Pay.** Bank electronically compares a Check to Company's Check Issue Data prior to posting the Check to Company's Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank's Controlled Disbursement Service.
 - b. **Positive Pay and Positive Pay Only.** Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank's ARP Service is not required for Positive Pay Only.

3. **Payee Validation.** Payee validation is an optional, additional service for which Customer is charged separately. In addition to performing the electronic comparison described in section 1, Bank electronically compares the payee's name on each Check exceeding the dollar amount established by Bank (the "Payee Validation threshold") to the payee's name in Company's Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee's name on the Check in Company's Check Issue Data; (d) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service). NOTE: When Customer enrolls in Bank's optional Payee Validation Service, Customer is charged a per-Check fee for each Check presented on Customer's Account during a monthly billing cycle. This fee is separately disclosed to Customer. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation threshold.
4. **Check Issue Data.** The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.
5. **Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 12).
6. **Notification of Exception Item; Image of Exception Item.**
 - a. **Electronic comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's Commercial Electronic Office® (CEO®) portal.
 - b. **Manual review.** When Bank manually reviews a Check in accordance with section 3 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - c. **Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.

- d. **Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.
7. **Default Options.** A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 6a) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 8c). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).
8. **Company's instructions to Bank; Failure to instruct by Decision Deadline.**
- a. **Company's Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
 - b. **Instructions Prior to Decision Deadline.** If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 12). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the CEO® portal, Company will use the CEO® portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.
 - c. **No instructions prior to Decision Deadline.** If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 6a, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 6b, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 6c, Bank will process the Holdover Exception Item in accordance with Company's Default Option.
9. **Directly-presented Checks.** A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

10. **Limitation of Liability and Indemnification.** Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 8 or 9 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.
11. **Stop Payment; Cancel and void instructions; Stale-dated Checks.** Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.
12. **Bank's right to return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.
13. **Survival.** Sections 3, 4, 6, 8, 9, 10 and 12 will survive termination of the Service.

Reverse Positive Pay

1. **Description of service.** The Service enables Customer to (a) detect fraudulent Checks by reviewing information Bank provides to Customer each Business Day about Customer's paid Checks ("Paid Items Report"), (b) request Bank edit Checks that have posted incorrectly to the account(s) Customer has enrolled in the Service (each, "Account") and (c) return unauthorized Checks. In addition, if Customer has elected Bank's Teller Match Service, Bank may perform a positive pay verification of certain directly-presented Checks (see section 4) as Bank determines in its sole discretion from time to time. A "Check" is a check, draft or other paper instrument purportedly issued on Customer's Account, whether it is counterfeit, not validly issued, altered or validly issued by Customer. A "Business Day" is every day except Saturdays, Sundays and federal holidays.
2. **Bank's Agreement to provide Paid Items Report(s) to Customer.** Each Business Day, Bank will provide the Paid Items Report(s) to Customer through either (a) file transmission or (b) online reports through Bank's CEO® portal.

3. **Customer's Agreement to review Paid Items Report(s) and issue timely edit requests and return instructions to Bank.** Each Business Day, Customer will (a) compare the Paid Item Report(s) to Customer's Check issue data, (b) determine whether Customer wishes Bank to edit or return unpaid any Check described in the Paid Item(s) Reports, and (c) not later than the time on the Business Day that Bank separately discloses to Customer ("Decision Deadline"), notify Bank through Bank's CEO® portal of any such edit requests or return instructions for those Checks described on the Paid Item(s) Reports for that Business Day. Customer will include in its notification the serial number and amount of each Check Customer wishes to edit and the reason for returning each Check Customer wishes to return.
4. **Teller Match Service.** Customer may separately elect to have Bank perform a positive pay verification on certain directly-presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through any other depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company is able to complete Company's review for the Reverse Positive Pay Service. Bank's positive pay verification consists of Bank comparing the directly-presented Check (or an electronic image) to the Issue Data for Customer's Checks on file with Bank at the time Bank receives the directly-presented Check. The "Issue Data" for each directly-presented Check is its complete serial number and numeric amount, and, if Customer has elected Bank's Payee Validation Service, the payee's name. Customer will provide the Issue Data for a Check to Bank before Customer issues the Check. For a Customer enrolled in Bank's Teller Match Service, when Bank receives a directly-presented Check and (a) there is a discrepancy between it and Customer's Issue Data or (b) Bank has either not received Customer's Issue Data or received Customer's Issue Data for the Check but not had a reasonable amount of time to act on it, Bank will take those steps to review and process or refuse to process the Check as Bank in its sole discretion determines are commercially reasonable. With respect to a directly-presented Check, Bank will have no liability to Customer for not performing (c) any positive pay verification, if Bank does not receive and have a reasonable amount of time to act on Customer's Issue Data for the Check before Bank receives the directly-presented Check, or (d) payee validation, if Customer fails to include the payee's name in its Issue Data for the directly-presented Check.
5. **Customer's failure to issue timely return instructions to Bank.** If Bank does not receive Customer's edit requests and/or return instructions by the Decision Deadline on any Business Day, Customer will be deemed to have instructed Bank to pay each Check described in the Paid Item(s) Report(s) for that Business Day, unless Customer has previously instructed Bank by effective stop payment order to return unpaid such Check.
6. **Checks to be paid.** Bank will pay each Check Customer is deemed to have authorized Bank to pay in accordance with this Service Description without performing any further review of such Check. Bank will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered or if it is counterfeit, bears a forged or unauthorized signature, or is not validly issued. Customer waives and releases Bank from, and agrees to protect Bank against, any losses or liabilities resulting from any claim that such a Check was not properly payable.
7. **Checks for which Customer requests edits.** Customer understands Bank reserves the right to deny any of Customer's edit requests based on Bank's evaluation of the edit request. Customer understands Bank will not accept edit requests with respect to such Checks that Customer attempts to communicate to Bank by any means other than Bank's CEO® portal.

8. **Checks to be returned.** Each Check Bank returns in accordance with Customer's instructions will be deemed to be not properly payable. Customer waives and releases Bank from any claim that such a Check was properly payable and any claim for wrongful dishonor of such a Check. Customer will promptly reimburse Bank for any losses or liabilities Bank incurs as a result of Bank's return of a Check at Customer's instruction. Bank will have no liability if Customer instructs Bank to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but Customer's instruction does not reach Bank in a time and manner affording Bank a reasonable opportunity to return the Check before Bank pays, accepts, certifies, cashes or otherwise becomes obligated to pay the Check as provided in the Uniform Commercial Code. In addition, Customer will promptly reimburse Bank for any loss Bank incurs when Bank makes the proceeds from a Check available in accordance with Reg CC prior to Bank's receipt of Customer's instructions regarding the Check. Bank reserves the right to decline Customer's return instruction based on Bank's evaluation of the return instruction. If Customer's reason for returning a Check is fraud, Customer's return instruction alone will not constitute a claim for a fraudulent transaction. Customer must file a separate claim with Bank relating to the fraudulent transaction.
9. **Stop Payment.** Customer will not use the Service as a substitute for Bank's Stop Payment Service. Customer will follow Bank's standard stop payment procedures if Customer desires to stop payment on a Check. Customer understands that in order for a stop payment order to be valid with respect to a Check, Bank must receive the stop payment order in a time and a manner that give Bank a reasonable opportunity to act on it prior to Bank paying, accepting, certifying, cashing or otherwise becoming obligated to pay the Check due to its presentment at a Bank branch or otherwise.
10. **Bank's right to return checks.** Nothing in this Service Description will limit Bank's right to return any Check that Customer has authorized Bank to pay in accordance with this Service Description if Bank determines in its sole discretion that (a) the Check is not properly payable for any reason (without Bank's agreeing or being required to make such determination in any circumstance) or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Customer and Bank, any such determination not to pay a Check will not constitute a wrongful dishonor of such Check.
11. **Survival.** Sections 4, 5, 6, 8 and 10 will survive termination of the Service.

Third Party Draft

1. **Description of service.** The Service is a controlled disbursement service for third party drafts. Company provides draft stock to its customers (each, a "third party") that issue third party drafts. A "third party draft" is a payable-through draft used to draw available funds in a third party's account with Company and in this Service Description is referred to as a "Draft". A Draft includes a counterfeit or altered Draft, one or more reproductions of a duly authorized Draft, and any Draft with a forged or otherwise unauthorized signature or a forged, unauthorized, incorrect or illegible endorsement (each, an "Unauthorized Draft"). Company will establish and maintain (a) one or more demand deposit accounts at Bank (each, a "Funding Account") and (b) one or more demand deposit accounts at Bank (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of Bank's controlled disbursement end points (each, an "End Point").
2. **Requirements for Drafts.** Company will ensure each Draft contains: (a) Company's name; (b) the legend "PAYABLE THROUGH WFB, N.A. [AND CITY AND STATE ADDRESS OF APPLICABLE END POINT]"; and (c) the routing number of the End Point in the MICR line of the Draft; and complies with any other requirements Bank communicates to Company. Company will not provide Draft stock to any third party until Bank notifies Company that Company's Draft stock meets Bank's specifications.

3. **Electronic presentment.** Each Business Day, Bank will present to Company each Draft Bank receives prior to the cutoff time for Bank's applicable End Point. Bank will make presentment electronically by making a report or transmission containing the serial number and amount of each Draft available to Company via the information reporting service Company elects. Each report or transmission containing this information is an "Activity Report". No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur. A "Business Day" is every day except Saturday, Sunday and any federal holiday. The cutoff time for the applicable End Point is available in Bank's User Guide for the Service.
4. **Images of Drafts; Identifying Unauthorized Drafts.** In addition to making presentment of each Draft electronically as described in section 3, Bank will make an electronic image of each Draft available to Company through Bank's CEO® portal. Company is solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft, even if Bank fails for any reason to make an electronic image of the Draft available to Company.
5. **Funding.** Company will maintain immediately available funds in the Funding Account linked to its Disbursement Account in an amount sufficient to cover the full amount of Drafts Company issues. Bank will have no obligation to honor any Draft if Company does not have immediately available funds in its Account in an amount sufficient to cover the full amount of the Draft. Nevertheless, if a competent authority including an arbitrator acting pursuant to the parties' arbitration agreement or a court determines a Draft has been paid under circumstances that Bank incurs any liability for the Draft under any statute, Federal Reserve regulation, clearinghouse rule, or other applicable law or agreement having the force of law, Company will pay, on demand, the amount of the Draft to Bank.
6. **Decisioning.** Company will, not later than Bank's applicable cutoff time on the next Business Day following the Business Day on which the Activity Report is made available to Company (the "Decision Deadline"), notify Bank of any presented Draft that is to be edited (section 8) or dishonored (section 9). Company will notify Bank through Bank's CEO Reverse Positive Pay service or transmission or, in the case of dishonor instructions only, through a means acceptable to Bank. If Bank does not receive Company's edit requests or dishonor instructions by the Decision Deadline, Company will be deemed to have instructed Bank to pay each Draft described in the Activity Report(s) for that Business Day and Company will become obligated to pay the amount of any such Draft not timely returned by Bank.
7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, will be provisional and subject to revocation by (a) Company, if Company directs Bank to cause a Draft to be dishonored prior to the applicable Decision Deadline, or (b) Bank at any time prior to midnight of the day of presentment to Company.
8. **Drafts for which Company requests edits.** Company may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. Company will use a means acceptable to Bank to notify Bank of each edit request. Bank reserves the right to deny Company's edit request based on Bank's evaluation of the edit request.

9. Drafts to be Dishonored.

- a. **General.** The Uniform Commercial Code (“UCC”), 12 CFR Part 229 (“Reg. CC”) 12 CFR part 210 (“Reg J”), and Federal Reserve Bank Operating Circular 3, “Collection of Cash Items and Returned Checks”, (“Operating Circular 3”), impose requirements on the return of the Drafts including notices regarding dishonored Drafts. Failure to meet these requirements may result in liability to Bank for the amount of the Draft and other damages. Company is solely responsible for timely dishonoring any Draft including an Unauthorized Draft. If Company wishes to dishonor any presented Draft, Company will notify Bank no later than the Decision Deadline in accordance with the requirements (if any) applicable to Company, Bank or both under the UCC, Reg CC, Reg J, and Operating Circular 3, each as may be amended, and the procedures Bank provides to Company. Company will reimburse Bank promptly for any losses or liabilities Bank may suffer or incur as a result of Bank’s dishonor of a Draft in accordance with Company’s notice to Bank. Prior to the Decision Deadline, any payment or other settlement by Company for a Draft, will be provisional and is subject to revocation.
- b. **Fraud.** If Company’s reason for dishonoring a Draft is fraud, Company’s return instruction alone will not constitute a claim for a fraudulent transaction. Company will file a separate claim with Bank relating to the fraudulent transaction.

10. **Draft Cashing.** Bank or an affiliate will not cash any Draft presented for encashment at its teller line except at its own discretion.

11. Liability and Indemnification.

- a. **General.** Company will indemnify and hold Bank, its affiliates, and their respective officers, directors, employees, and agents (collectively, “Indemnitees”) harmless from and against every claim, action, damage, loss, liability and expense (including reasonable attorneys’ fees and court costs) (collectively, “Losses and Liabilities”) arising out of or relating to any liability for (a) Bank’s failure to identify an Unauthorized Draft; (b) Bank’s refusal to cash a Draft; (c) Bank’s failure to meet any requirement to which section 9 of this Service Description refers; (d) Company’s payment of an Unauthorized Draft; or (e) Bank’s exercise of its rights or Bank’s performance of its obligations in accordance with the Service Documentation.
- b. **Regulation CC; Regulation J.** Company further will indemnify, defend, and save Indemnitees harmless from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows (except for Losses and Liabilities arising directly or indirectly from or related to Bank’s own gross negligence or willful misconduct):
 - i. Bank warrants to a warrantee that (a) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check (“Image Quality Warranty”) and (b) the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid (“No Double Debit Warranty”). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable. For purposes of this section 11a the term “check” and “electronically created item” includes a Draft.

- ii. Through Bank's providing a remote deposit capture service, Bank is required to indemnify a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify the Indemnitee and not hold it responsible or liable.
- iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (a) the electronic image or electronic information is not derived from a paper check; (b) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (c) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify the Indemnitee and not hold it responsible or liable.
- c. **Unauthorized Drafts.** With respect to each Draft, Bank (i) will be deemed to be a collecting bank not a drawee bank and (ii) disclaims all liability applicable to a payor bank under the Transfer and Presentment Warranties under Articles 3 and 4 of the UCC. In the event any Draft paid by Company is subsequently determined to be an Unauthorized Draft, Bank will take any action reasonably requested by Company to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights Company may have against those prior parties but Bank will not be liable to Company with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless Company first indemnifies Bank for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which Bank may incur as a result of such action.
- d. **Delayed return.** Company is responsible to any party that incurs a loss in connection with a Draft, if (i) the loss is due to a delay in the return of the Draft and (ii) the delay is caused, in whole or in part, by any presentment-related problem resulting from (a) the failure of any Draft to meet Bank's draft specifications (section 2) or (b) material appearing on the back of a Draft when it was issued by Company including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. Anti-Money Laundering and sanctions controls. While this Service Description is in effect, Company will:

- a. be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to Company as a provider of accounts to Company's customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
- b. maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury; and (b) where Company qualifies under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing Company's intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
- c. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting; and

- d. (i) provide copies of Company policies, procedures and practices designed to comply with this section 12, as Bank may request from time to time; and (ii) upon Bank's request and sole expense, allow Bank, or its designee, to make such on-site visits to Company as Bank deems necessary or appropriate to review Company's policies, procedures and practices designed to comply with this section 12; and (iii) work with Bank in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on Company's business.

13. **Survival.** Sections 3, 4, 6, 9 and 11 of this Service Description will survive termination of the Service.

CHECK CASHING SERVICE DESCRIPTION

1. Introduction.

The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Bank's Service. Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

2.1. Company's Request to Cash Checks. Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. Check Cashing Procedures. Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.
4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.
5. **Company's Guarantee of Payment and Obligation of Reimbursement.**
 - 5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.
 - 5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.
6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.
7. **Survival.** Sections 4, 5 and 6 of this Service Description survive termination of the Service.

**Pinellas County Board of
County Commissioners**
Response to Request for Proposal for
Banking Services
RFP Number: 189-0463-P (LN)



Step One

October 31, 2019

Submitted by:

Vicki Parker
Relationship Manager
727-953-1125
vicki.parker@wellsfargo.com

Lynn Nieves
Treasury Management Consultant
813-468-4921
lynn.nieves@wellsfargo.com

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">REQUEST FOR PROPOSAL</h1>
ISSUE DATE: October 15, 2019	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: BANKING SERVICES	RFP NUMBER: 189-0463-P(LN)
SUBMITTAL DUE: STEP ONE: October 31, 2019 @ 3:00 P.M. STEP TWO: December 10, 2019 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i>	PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
STEP ONE DEADLINE FOR WRITTEN QUESTIONS: October 21, 2019 BY 3:00 P.M. STEP TWO DEADLINE FOR WRITTEN QUESTIONS: December 2, 2019 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: 727/464-3925	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	 <hr/> Merry Celeste, CPPB Division Director Purchasing and Risk Management

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): Wells Fargo Bank, N.A. D/B/A

MAILING ADDRESS: 28059 US Highway 19N, Ste 205 **CITY / STATE / ZIP** Clearwater, FL 33761

COMPANY EMAIL ADDRESS: vicki.parker@wellsfargo.com

PHN: (727) 953-1125 **FAX:** (727) 953-1759

***REMIT TO NAME:** Wells Fargo Bank, N.A.
 (As Shown On Company Invoice)

FEIN# 94-1347393

CONTACT NAME: Vicki Parker

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: Vicki Parker

EMAIL ADDRESS: vicki.parker@wellsfargo.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: 

PRINT NAME/TITLE: Vicki Parker, Sr. Vice President

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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Attachment A – Minimum requirements 1

Appendix

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Wells Fargo Today Tab D
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Attachment A – Minimum requirements

All requirements must be met (PASS) in order to move to Step Two

		PINELLAS COUNTY		
		CHECK BOX IF INCLUDED	PASS	FAIL
1	Must be a member of the Federal Reserve System (provide proof)	X		
2	Must be a Federal or Florida chartered bank with branch locations within Pinellas County (provide proof).	X		
a.	Provide list of locations.	X		
3	Provide proof of Qualified Public Depository designation. Awarded bank shall maintain designation of Qualified Public Depository under Chapter 280 Florida Statutes throughout the life of the contract period on an annual basis.	X		
4	Provide affirmation bank has no person or affiliate having been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.	X		
5	Provide proof of:			
a.	Bank ratings - Provide your short-term and long-term credit ratings from Moody's, S&P, and Fitch as of the issue date of the proposal.	X		
b.	Financial Stability - Provide information on the banks current capital structure, adequacy and coverage.	X		
c.	Insurance and Bonding Coverage	X		
d.	Experience in Banking Services to similar size entities using the form in Section D	X		
e.	Provide Community Reinvestment Act (CRA) Rating.	X		
f.	Provide information if your ratings are currently under review or if you are on a credit watch or its equivalent.	X		
g.	Provide a general overview and brief history of your organization, including parent and/or subsidiary companies (including in particular any investment services affiliates) and the impact on the bank.	X		
6	Provide affirmation proposer is a sending and receiving bank of the National Automated Clearing House Association (NACHA).	X		
7	Provide proof of participation in funding public projects in Pinellas County and/or the State of Florida. Provide specifics of the project including amount funded.	X		

Please refer to the following pages where we address each of the items above.

1. Must be a member of the Federal Reserve System (provide proof).

As a national bank, Wells Fargo Bank, N.A. is a member of the Federal Reserve System, with access to all services, pursuant to Section 2 of the Federal Reserve Act, 12 U.S.C. Sec. 222. All national banks, by law, are members of the Federal Reserve System.

2. Must be a Federal or Florida chartered bank with branch locations within Pinellas County (provide proof).**a. Provide list of locations.**

Wells Fargo is federally chartered bank with 32 locations in Pinellas County. We provide a list of our bank locations below.

Bank name	Bank address	City	State	Zip
Palm Harbor	33277 US Hwy. 19 North	Palm Harbor	FL	34684-3153
Ridgemoor	4949 Ridgemoor Blvd.	Palm Harbor	FL	34685-1745
Main Street Dunedin	1483 Main St.	Dunedin	FL	34698-4612
Island Estates	130 Island Way	Clearwater	FL	33767-2216
Belcher	1551 S Belcher Rd.	Clearwater	FL	33764-7603
South Fort Harrison	639 S Fort Harrison Ave.	Clearwater	FL	33756-5301
Mid City	2350 34th St. North	Saint Petersburg	FL	33713-3611
Central St Pete	4100 4th St. North	Saint Petersburg	FL	33703-5727
Skyway	3095 54th Ave South	Saint Petersburg	FL	33712-4613
66th Street	3131 66th St. North	Saint Petersburg	FL	33710-3115
Corey Landing	400 Corey Ave.	Saint Pete Beach	FL	33706-1902
Oakhurst	13099 Park Blvd.	Seminole	FL	33776-3640
Northwood	2580 North McMullen Booth Rd.	Clearwater	FL	33761-4100
Boot Ranch	100 E Lake Rd.	Palm Harbor	FL	34685-2416
Gulfport	2001 49th St. South	Gulfport	FL	33707-4915
Tarpon Springs	101 Federal Pl.	Tarpon Springs	FL	34689-3600
Largo Midway	1180 Jasper St. West	Largo	FL	33770-1840
Sunset Point	2301 Sunset Point Rd.	Clearwater	FL	33765-1426
Park & Belcher	7323 Park Blvd.	Pinellas Park	FL	33781-2922
Seminole	7700 Seminole Blvd.	Seminole	FL	33772-4885
Dunedin	2494 Bayshore Blvd.	Dunedin	FL	34698-2065
Downtown St Petersburg	125 5th St. South	Saint Petersburg	FL	33701-4168
Largo Mall	10500 Ulmerton Rd., Suite 480	Largo	FL	33771-3535
Tyrone Boulevard	1000 Tyrone Blvd. North	Saint Petersburg	FL	33710-6309
Bardmoor	8700 Bryan Dairy Rd.	Largo	FL	33777-1205
Park Place	7100 US Hwy. 19 North	Pinellas Park	FL	33781-4602

Bank name	Bank address	City	State	Zip
Belleair Bluffs	2515 West Bay Dr.	Belleair Bluffs	FL	33770-1934
Indian Rocks	14147 Walsingham Rd.	Largo	FL	33774-3230
Northeast St Petersburg	9655 4th St. North	Saint Petersburg	FL	33702-2515
Tri-City	5250 East Bay Dr.	Largo	FL	33764-5721
Pasadena	1101 Pasadena Ave. South	South Pasadena	FL	33707-2892
Clearwater Mall	2699 Gulf to Bay Blvd.	Clearwater	FL	33759-4936

3. Provide proof of Qualified Public Depository designation. Awarded bank shall maintain designation of Qualified Public Depository under Chapter 280 Florida Statutes throughout the life of the contract period on an annual basis.

Wells Fargo is certified as a Qualified Public Depository by the Chief Financial Officer of the State of Florida and we plan to remain as such through the contract period with the County. We provide a copy of our certificate with this response.

4. Provide affirmation bank has no person or affiliate having been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.

Wells Fargo is affirming that no person or affiliate has been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.

5. Provide proof of:

a. Bank ratings - Provide your short-term and long-term credit ratings from Moody’s, S&P, and Fitch as of the issue date of the proposal.

Wells Fargo has among the highest debt ratings of any financial services company.*

Wells Fargo & Company	Moody’s	Standard & Poor’s	Fitch
Long-term Issuer Rating	A2	A-	A+
Short-term Issuer Rating	P-1	A-2	F1
Senior Unsecured	A2	A-	A+
Subordinated	A3	BBB+	A
Preferred Stock	Baa2	BBB-	BBB-
Wells Fargo Bank, N.A.	Moody’s	Standard & Poor’s	Fitch
Long-term Issuer Rating	Aa2	A+	AA-
Short-term Issuer Rating	P-1	A-1	F1+
Bank Deposits	Aa1	A+	AA
Senior Unsecured	Aa2	A+	AA-
Subordinated	Aa3	A-	A

*Ratings as of March 2019.

The information provided can be found on our Investor Relations site (wellsfargo.com/invest_relations/debt) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers (wellsfargo.com/invest_relations/legal) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

b. Financial Stability - Provide information on the banks current capital structure, adequacy and coverage.

Wells Fargo is “Well Capitalized” under the definitions provided by the Federal Deposit Insurance Corporation (FDIC) with the below capital ratios.

Wells Fargo & Company	As of June 30, 2019
Total Risk Based Capital Ratio	11.97%
Tier 1 Risk Based Capital Ratio	13.69%
Common Equity Tier 1 Risk Based Capital Ratio	11.97%

Wells Fargo & Company’s most recent annual report can be located through the following site: wellsfargo.com/invest_relations/annual.

Wells Fargo Bank, N.A.’s last four quarterly call reports can be located through the following site: <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx> by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

c. Insurance and Bonding Coverage

The Wells Fargo & Company Corporate Insurance programs include, but are not limited to, Professional Liability insurance (also known as Errors and Omissions policy), Financial Institutions Bond coverage, which includes Fidelity (also known as Employee Dishonesty) coverage, and Commercial, General Liability, and Automobile Liability insurance.

We include our insurance documents with this response.

d. Experience in Banking Services to similar size entities using the form in Section D

Please refer to our completed Vendor References form included with this response.

e. Provide Community Reinvestment Act (CRA) Rating.

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to moderate-income communities. In its most recent CRA examination, which covers the years 2009-2012, the Office of the Comptroller of the Currency (OCC) lowered Wells Fargo’s final national rating from “Outstanding” to “Needs to Improve” due to previously issued regulatory consent orders.

It is important to note the OCC gave Wells Fargo an “Outstanding” overall rating on CRA performance and noted our “excellent responsiveness to credit needs” in the majority of the bank’s assessment areas. On the individual components of the Exam, we received an “Outstanding” on the Lending Test, an “Outstanding” on the Investment Test, and a “High Satisfactory” on the Service Test.

Florida rating

The OCC also gave Florida the state-level rating of “Outstanding”, which reflects our strong track record of lending to, investing in, and providing service to low- and moderate-income communities, both in Florida and nationwide.

We are deeply committed to economic growth, sustainable homeownership, and neighborhood stability in low- and moderate-income communities and will continue to invest above and beyond what is required by the CRA. At Wells Fargo, community reinvestment is an integral part of our business culture. We have long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.



f. Provide information if your ratings are currently under review or if you are on a credit watch or its equivalent.

Wells Fargo is not currently under review or credit watch, or its equivalent, from any of the three major credit rating agencies.

g. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies (including in particular any investment services affiliates) and the impact on the bank.

Overview

Wells Fargo & Company is a nationwide, diversified financial services company with \$1.9 trillion in assets. We provide banking, insurance, investments, mortgage, and consumer and commercial finance services through more than 7,600 locations, more than 13,000 ATMs, online ([wellsfargo.com](https://www.wellsfargo.com)), and through mobile devices.

We are headquartered in San Francisco, but we are decentralized so every local Wells Fargo office is a headquarters for satisfying all our customers' financial needs and helping them succeed financially. We do business with more than 70 million customers and one in three U.S. households. We have approximately 263,000 team members in 32 countries across our more than 90 businesses.

Our history

Our commitment to outstanding service goes back to 1852, when Henry Wells and William G. Fargo founded Wells Fargo & Company. They opened their first banking and express office in the gold rush port of San Francisco.

By 1910, our network of customer service expanded to more than 6,000 communities, large and small. Our agents offered financial services such as money orders, traveler's checks, and transfer of funds by telegraph. By 1918, Wells Fargo was an important part of the business community in locations across the country, and around the globe.

In the decades to come, new banking concepts not only changed where people banked, but also how. As in the stagecoach days, Wells Fargo pioneered banking convenience to customers: Our drive-up tellers, banking by phone, credit cards, ATMs, and online banking services offered innovations for modern customers.

By 1998, we had expanded from a single location in San Francisco to its historic territory throughout the West, and then extended across the Midwest and into the East.

Our merger with Wachovia increased our presence in the East. Through Wachovia, the Wells Fargo legacy now traces back to 1781 and the Bank of North America, the first bank chartered in the United States. Wachovia brought to Wells Fargo the Bank of North America's first branch, opened in 1782, which is now the longest continuously operated branch in America.

On December 31, 2008, Wells Fargo & Company (NYSE:WFC), the parent company of Wells Fargo Bank, N.A., completed its merger with Wachovia Corporation.

Please refer to the Wells Fargo Today overview include with this response.

6. Provide affirmation proposer is a sending and receiving bank of the National Automated Clearing House Association (NACHA).

Wells Fargo affirms that we are both a sending and receiving bank member of the National Automated Clearing House Association. According to the latest Nacha rankings, we are the largest credit and debit originator, and the largest originator, overall. In addition, we are the second largest debit receiver, the third largest credit receiver, and the third largest receiver, overall.*

The following table details our 2018 origination and received volumes.

Volume type	Total items	Dollars
Originator*	5,863,675,291	\$9.34 trillion
Receiver*	1,809,735,880	\$11.73 trillion

*Does not include on-us transactions.

We are involved in various ACH associations and are one of 30 financial institutions that are direct members of Nacha. Our representatives serve on the following ACH regional associations:

- Payments First (ALACHA)
- Upper Midwest ACH (UMACHA) Board of Directors
- WesPay Board of Directors
- Payments Innovation Alliance
- Regional Payments Association – TCH Payments Authority

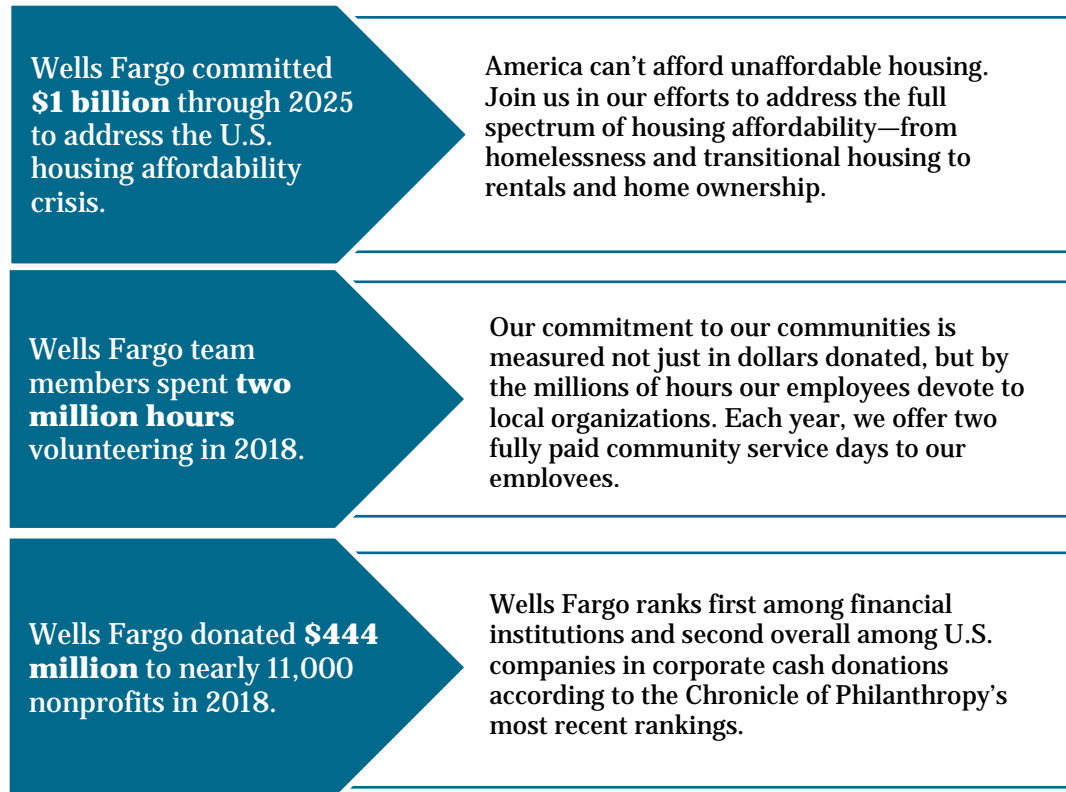
*In May 2019, Nacha the Electronic Payments Association® released two reports: 2018 Top ACH Originators by Volume and 2018 ACH Receivers by Volume.

7. Provide proof of participation in funding public projects in Pinellas County and/or the State of Florida. Provide specifics of the project including amount funded.

We are committed to giving our time, talents, and resources to lift communities.

Our communities are facing unparalleled challenges—the cost of housing remains out of reach for millions, while our neighbors and small businesses often struggle to thrive financially.

We are taking action by leveraging decades of housing experience, collaborating with local change-makers, and using our resources to find solutions that really work.



In Pinellas County, Wells Fargo has partnered with over 50 nonprofit organizations and provided grants as well as volunteer opportunities for our team members. In 2018, we provided over \$16.5 million in community investments, our team members volunteered 276 hours and we provided \$52 million in mortgage loans to borrowers in low- to moderate-income neighborhoods in Pinellas County.

For more information on our commitment to your community, refer to our Impact Report at <https://welcome.wf.com/impact/>, as well as our community report for Pinellas County included with this response.

Appendix

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DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury
Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

**WELLS FARGO BANK, NATIONAL ASSOCIATION
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SOUTH DAKOTA 57104**

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 3RD day of APRIL, 2019.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC (Servicing Broker for Wells Fargo & Company) 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: USI Insurance Services National, Inc. PHONE (A/C, No, Ext): 1-800-241-6633 E-MAIL ADDRESS: USICertRequest@usi.com	FAX (A/C, No): 1-610-537-1929																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td></td> <td>24147</td> </tr> <tr> <td>INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td></td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Old Republic Insurance Company		24147	INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA		19445	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
INSURED Wells Fargo & Company and its Subsidiaries including Wells Fargo Bank, N.A. 550 South 4th Street Minneapolis, MN 55415																						

COVERAGES**CERTIFICATE NUMBER:** 14628440**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 304056	04/01/2015	04/01/2020	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 302638 00	04/01/2015	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Employee Dishonesty			MWML 304053	04/01/2015	04/01/2020	\$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance
 RE: Banking Services RFP 189-0463-P(LN)

CERTIFICATE HOLDER

Pinellas County Board of County Commissioners
 400 South Ft. Harrison Avenue
 Annex Building, 6th Floor
 Clearwater, FL 33756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Madddy

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ACORD 25 (2016/03)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Financial Institution Bond			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence \$100,000,000 Aggregate
B	Professional Liability Errors & Omissions Claims Made			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence \$100,000,000 Aggregate
B	Cyber Liability Network Security, Privacy and Multi-Media Liability			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence \$100,000,000 Aggregate

SECTION D – VENDOR REFERENCES

Proposal Title: **BANKING SERVICES**Proposal Number: **189-0463-P(LN)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Wells Fargo Bank, N.A.LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: More than 165 years. Founded in 1852.BUSINESS ADDRESS: 100 S. Ashley Drive, Tampa, FL 33602HOW LONG IN PRESENT LOCATION: 15+ yearsTELEPHONE NUMBER: 727-953-1125FAX NUMBER: 813-225-4450TOTAL NUMBER OF CURRENT EMPLOYEES: Approx 263,000 employees total FULL TIME _____ PART TIME _____NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: Varies depending on services & volumes

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

- | | |
|---|---|
| <p>1.
COMPANY: <u>Orange County Board & Comptroller</u></p> <p>ADDRESS: <u>201 S. Rosalind Ave., 4th Floor, Orlando, FL 32801</u></p> <p>TELEPHONE/FAX: <u>407-836-5755 / 407-836-5753</u></p> <p>CONTACT: <u>Sean Polland, Treasury Manager</u></p> <p>CONTACT EMAIL: <u>sean.polland@occompt.com</u></p> <p>COMPANY EMAIL ADDRESS: <u>See above</u></p> | <p>2.
COMPANY: <u>City of Clearwater</u></p> <p>ADDRESS: <u>100 S. Myrtle Avenue, Clearwater, FL 33758</u></p> <p>TELEPHONE/FAX: <u>727-562-4533 / 727-562-4535</u></p> <p>CONTACT: <u>Jay Ravins</u></p> <p>CONTACT EMAIL: <u>jay.ravins@myclearwater.com</u></p> <p>COMPANY EMAIL ADDRESS: <u>See above</u></p> |
| <p>3.
COMPANY: <u>Seminole County Board & Clerk</u></p> <p>ADDRESS: <u>301 N. Park Avenue, Sanford, FL 32771</u></p> <p>TELEPHONE/FAX: <u>407-665-4335 / 407-330-7193</u></p> <p>CONTACT: <u>Grant Maloy, Clerk of the Circuit Court & Comptroller</u></p> <p>CONTACT EMAIL: <u>gmaloy@seminoleclerk.org</u></p> <p>COMPANY EMAIL ADDRESS: <u>See above</u></p> | <p>4.
COMPANY: <u>Hillsborough County Board & Clerk</u></p> <p>ADDRESS: <u>601 E. Kennedy Blvd., Tampa, FL 33602</u></p> <p>TELEPHONE/FAX: <u>813-276-2029 ext. 7032</u></p> <p>CONTACT: <u>Tim Simon, Director of Finance</u></p> <p>CONTACT EMAIL: <u>timothy.simon@hillsclerk.com</u></p> <p>COMPANY EMAIL ADDRESS: <u>See above</u></p> |



Wells Fargo Today

When they were kids, siblings Kenneth and Leah Martinez of Los Angeles, considered their elderly next-door neighbors as extended family. Years later, they are the proud owners of that house with help from Wells Fargo's NeighborhoodLIFT® program. Geared toward low- and moderate-income buyers, Wells Fargo's largest philanthropic effort has created more than 21,000 homeowners nationwide since 2012. To learn more about Wells Fargo's NeighborhoodLIFT® program, visit Wells Fargo Stories and search "NeighborhoodLIFT."

Wells Fargo Overview

Wells Fargo & Company (NYSE: WFC) is a diversified, community-based financial services company with \$1.9 trillion in assets. Wells Fargo's vision is to satisfy our customers' financial needs and help them succeed financially. Founded in 1852 and headquartered in San Francisco, Wells Fargo provides banking, investment and mortgage products and services, as well as consumer and commercial finance, through 7,600 locations, more than 13,000 ATMs, the internet (wellsfargo.com) and mobile banking, and has offices in 32 countries and territories to support customers who conduct business in the global economy. With approximately 263,000 team members, Wells Fargo serves one in three households in the United States. Wells Fargo & Company was ranked No. 29 on *Fortune's* 2019 rankings of America's largest corporations.

Innovation leadership

1st in Mobile Web Banking Experience, and tied for 1st in Functionality (March 2019) Dynatrace "Mobile Banking Scorecard"

1st in Overall Performance for a Positive Small Business Banking Experience through Digital Channels (March 2019) Dynatrace "Mobile Banking Scorecard"

1st ACH originator with 5.3 billion network transactions (2018) National Automated Clearinghouse Association

#1 Best No-Fee Credit Cards, Wells Fargo Propel American Express® Card (2018) Business Insider

Most Comprehensive Mobile App (2018) *S&P Global Market Intelligence*

Best Online Treasury Services - North America (2018) Global Finance

World's Best Financial Innovation Labs (2019) Global Finance

Best Integrated Corporate Bank Site - North America (2018) Global Finance

Company

3rd in Total Deposits (2018) FDIC data

5th Most Profitable Company in the U.S. (2019) *Fortune*

6th in Total Assets (2019) *Fortune*

10th Largest Public Company in the World* (2019) *Forbes*

19th Biggest Employer in the U.S. (2019) *Fortune*

29th Biggest Company by Revenue in the U.S. (2019) *Fortune*

*Based on sales, profits, assets, and market value.

Brand

Most Valuable Banking Brand in U.S. (2019) Brand Finance®

5th Most Valuable Banking Brand in World (2019) Brand Finance®

11th Most Valuable Brand in U.S. (2019) Brand Finance®

25th Top Company to Work for in U.S. (2019) LinkedIn

Corporate responsibility

#1 Largest workplace employee giving campaign in the U.S. for 10th consecutive year, based on 2018 donations (2019) United Way Worldwide

#1 Banking and Financial Services (2018) U.S. Environmental Protection Agency's Green Power Partnership

#2 Most Generous Cash Donor (U.S.) (2018) *The Chronicle of Philanthropy*

#14 Top Company for Philanthropy (2019) DiversityInc.

Top 50 most community-minded companies (2019) Points of Light



Wells Fargo invested \$23 billion in green buildings, renewable energy, and other sustainable businesses during the first year of the company's \$200 billion sustainable finance commitment, announced in April 2018 to accelerate the transition to a low-carbon economy. The company announced this progress in its 2018 Corporate Responsibility Report, "Purpose in action." For more information, visit Wells Fargo Stories and search "CSR."

We are strong for our customers and communities

Diversity

Top Companies For LGBT Employees (2019) DiversityInc.

6th Top Company For Talent Acquisition for Women of Color (2019) DiversityInc.

13th Top Company For Diversity (2019) DiversityInc.

Leading Disability Employer (2018) National Organization on Disability

14th Top Company For Diversity Councils (2019) DiversityInc.

Perfect Score of 100, Corporate Equality Index (2019, 16th year) Human Rights Campaign

Top 50 Best Companies For Diversity (2018) *Black Enterprise*

19th Best Company For Latinas (2018) *LATINA Style*

Top Military Employer and Top Military Spouse Friendly Employer (2018) *Viqtory Media*

Perfect Score of 100, Disability Equality Index Best Places to Work (2018, 3rd year)

Employer Support of the Guard and Reserve (2018)

Military and Military Spouse Friendly Employer (2019) G.I. Jobs

Military Friendly Employer (2020) Military Friendly



On July 27, soccer stars, more than 75 Wells Fargo team members, and other volunteers joined Wells Fargo and MLS WORKS, Major League Soccer's community outreach initiative, to fight hunger with Feeding Children Everywhere for the 2019 MLS WORKS Day of Service in Orlando, Fla.

During the event, volunteers packed 102,000 "Red Lentil Jambalaya" meals of lentils, dehydrated vegetables, salt, and rice — enough food to feed 50,000 people.

To read more about Wells Fargo and MLS WORKS Day of Service, visit Wells Fargo Stories and search "MLS Works."

Key facts as of 6/30/2019

Assets — **Approximately \$1.9 trillion**

Customers — **Approximately 70 million+**

ATMs — **More than 13,000**

NFC-enabled ATMs (Mobile Wallet at ATM) — **11,551** (85% of network)

Team members — **Approximately 263,000**

Locations — **7,600**

Market value of stock — **\$209 billion**

We are an industry leader

In wealth and investment management

- #2 in U.S. annuity sales** (2018) Transamerica Roundtable Survey
- #3 U.S. full-service retail brokerage provider** (1Q19) Company and competitor reports
- #4 U.S. wealth management provider** (2018) *Barron's*
- #7 U.S. IRA provider** (4Q18) Cerulli Associates
- #10 U.S. Institutional retirement plan recordkeeper, based on assets** (2018) PlanSponsor

In commercial real estate

- #1 Market share by commercial real estate outstandings** (2018) Federal Reserve Form FRY-9C
- #1 CRE CLO bookrunner** (2018) Commercial Mortgage Alert
- #1 Commercial real estate lender in the U.S.** (2018) MBA Commercial / Multifamily Annual Origination Rankings
- #1 Primary and master servicer of commercial real estate loans by volume in the U.S.** (2018) MBA Commercial / Multifamily Mortgage Servicer Rankings
- #1 Freddie Mac CMBS bookrunner** (2018) Commercial Mortgage Alert

Additional recognition

- #1 Total Municipal Bond Par Traded and #2 trade count Bloomberg #3 Total Municipal Bond Par Traded and #3 trade count Tradeweb Direct** (2Q19 Bloomberg & Tradeweb)¹
- Best in Social Media Marketing and Services - North America** (2018) *Global Finance*
- #1 Asset-Based Lending Bookrunner** (1Q19) Thomson Reuters LPC
- Bank Sector Tax Equity Investor of the Year** (2019) Power Finance & Risk
- #4 Credit and liquidity provider in the municipal market** (July 2019) Bloomberg LOC expiry data
- #4 Remarketing agent of variable rate demand bonds by paramount and number of issues** (07/01/2019) Refinitiv²
- #6 Senior manager of competitive municipal bonds, 6.5% market share** (01/01/2019 through 06/30/2019) Refinitiv
- #7 Senior manager of negotiated and competitive municipal bonds combined, 5.8% market share** (01/01/2019 through 06/30/2019) Refinitiv

¹Municipal Products Group and Wells Fargo Securities, LLC.

²Ranking represents combined totals for Wells Fargo Bank, N.A.

In supporting homeowners and consumers

- #1 Home loan servicer** (1Q19) *Inside Mortgage Finance*
- #1 Debit card issuer by purchase and transaction volume** (2019) Nilson Report¹
- #1 Provider of private student loans among banks** (2018) Company and competitor reports
- #1 Retail deposits** (2018) FDIC data²
- #2 Retail mortgage lender** (1Q19) *Inside Mortgage Finance*
- #2 Provider of student loans overall** (2018) Company and competitor reports
- #3 Used auto lender, non-captive** (June 2018 - May 2019) AutoCount
- #3 Overall auto lender, non-captive, excluding leases** (June 2018 - May 2019) AutoCount

¹April 2019, total 2018 debit and prepaid transaction volume for consumer and small business

²FDIC data, SNL Financial, as of June 2018. Retail deposit data is pro forma for acquisitions and caps deposits at \$1 billion in a single banking branch and excludes credit union deposits.

In middle market banking

- #1 Total middle market banking share in the U.S. and the most primary banking relationships with middle market companies with \$25 million to \$500 million in annual sales** (4Q2016-3Q2018) Barlow Research Middle Market Rolling 8 Quarter Data

In treasury management

- Distinguished Provider for USD Global Transaction Services six years in a row** (2013-18) Flmetrix Global Stats

Investment and Insurance Products:

NOT FDIC-Insured	NO Bank Guarantee	MAY Lose Value
------------------	-------------------	----------------

Brokerage products and services are offered through Wells Fargo Advisors. Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC and Wells Fargo Advisors Financial Network, LLC, Members SIPC, separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company. Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts. Wells Fargo Bank, N.A. is a bank affiliate of Wells Fargo & Company.

Wells Fargo in your community



Our people in Pinellas County, FL:

- 591 team members live here
- 570 team members work here

Our locations:

- 32 banking locations, including 7 in LMI* communities
- 1 Mortgage and 6 Wells Fargo Advisors offices
- 64 ATMs, 11 in LMI communities

Our community:

- 1 community development loan totaling \$13.9 million and 18 community development investments totaling \$16.5 million^{2,3}
- Wells Fargo team members participated in 92 community development service activities totaling 276 hours^{2,3}

Corporate giving (company matching gifts)	
Count:	45
\$ amount	19,429
Team member giving	
Count:	46
\$ amount	27,394

Charitable contributions in Pinellas County, FL¹

Foundation giving	Total grants	\$ amount
Arts and culture	2	20,000
Civic	3	29,750
Community development	17	228,000
Education	16	124,750
Environment	1	5,000
Human services	10	45,250

¹Community Impact and CRA reflect Full Year 2018 data
²Some community development activity cannot be tracked at the city level
³Community development activity is subject to change as updates are received
 *LMI = low to moderate income





Community lending:

- 2,737 mortgage loans extending \$622.6 million in credit^{5,6}
 - Of that, 272 were in LMI communities, providing \$41.4 million in credit and 413 mortgage loans were made to LMI borrowers, providing \$52.2 million in credit
- 2,355 small business loans extending \$95.3 million in credit⁶
 - Of that, 360 were in LMI communities, providing \$16.2 million in credit
- 7 small farm loans, providing \$266,699 in credit⁶
 - Of that, 1 was in LMI community, providing \$7,500 in credit

Home mortgage lending in your community⁴

	Total loans	\$ amount
Home purchases	1,766	450,741,000
LMI borrower	262	35,199,000
Home improvement	116	8,628,000
Home equity	8,062	592,067,812
Home refinance	525	113,181,000
LMI borrower	107	13,347,000

Wells Fargo continues to be among the highest credit rated U.S. banks

Credit ratings			
Bank	Moody's	S&P	Fitch
Wells Fargo Bank, NA	Aa1(cr)	A+	AA-
JP Morgan Chase Bank	Aa1(cr)	A+	AA
Bank of America	Aa2(cr)	A+	AA-
US Bank	Aa2(cr)	AA-	AA-
Citibank	Aa3(cr)	A+	A+

(cr) – Reflects Moody's Counterparty Risk Assessment
Source: Bloomberg as of August 21, 2019

FDIC deposit market share in Pinellas County, FL		
Deposit share	Rank #	Total deposits (\$000)
8.46%	#3	\$3,991,529

Source: FDIC Deposit Market Share Report as of June 30, 2019

⁴Community Impact and CRA reflect Full Year 2018 data

⁵Mortgage includes home purchase, home improvement, home refinance, and multifamily originated and purchased loans

⁶Totals include low, moderate, middle, upper and unclassified income levels. All totals in \$(000)

EXHIBIT D

RFP



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

December 5, 2019

TO: ALL QUALIFIED PROPOSERS
REQUEST FOR PROPOSAL: BANKING SERVICES
PROPOSAL NUMBER: 189-0463-P (LN)
PROPOSAL SUBMITTAL IS DUE: STEP TWO – DECEMBER 10, 2019 @ 3:00 P.M.

ADDENDUM NO. 4

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

A. **CORRECTIONS FROM ADDENDUM NO 3:**

4. Question: Is the Bill2pay contract for e-box services currently with Pinellas, or Wells as the subcontractor for these specific e-box services?

ORIGINAL RESPONSE: The Bill2pay contract for e-box services is currently with Pinellas County. See Attachment B.

REVISED RESPONSE: The agreement for e-box services is between Wells Fargo and Pinellas County.

5. Question: Please provide a copy of the current contract with Bill2pay. Specifically, when does the current contract mature?

ORIGINAL RESPONSE: The lockbox contract between Bill2pay and Wells Fargo expires at the same time as the master banking agreement. The services agreement for e-box services commenced on January 1, 2016 and will remain in effect for five (5) years. We have attached a copy of the current e-box services agreement. (Attachment B)

REVISED RESPONSE: The lockbox contract between Bill2pay and Wells Fargo expires at the same time as the master banking agreement. Pinellas County has a separate agreement with Bill2pay for electronic services. The services agreement for electronic services commenced on January 1, 2016 and will remain in effect for five (5) years. Electronic services are not a part of the banking services RFP.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



B. INFORMATION:

Section E, Scope of Work – 7. Evaluation Criteria, 4. Compensation (200 points) will be scored as follows:

Complete Exhibits A, B, & C Pricing and Earnings Glossary

Exhibit C – 1 Board & Clerk (all accounts) – Summary Pricing Form

Total of all annual services charges	75 Points Awarded
Other annual or one-time costs/incentives	25 Points Awarded

Exhibit C – 2 Board & Clerk (all accounts) – Single Month Pricing Form

Current Months Analyzed Charges	
Interest paid on Excess balances	
Grand Total	100 Points Awarded

C. QUESTION(S)/RESPONSE(S):

1. Question: Does Bill2pay currently provide an e-box web portal to facilitate Pinellas County payment research, and also request necessary e-box payments to be returned to originator by Wells?

RESPONSE: Bill2Pay does not handle e-box services for Pinellas County Utilities (PCU). Ebox services are provided by Wells Fargo. The Ebox file is placed on a server where PCU reaches out to collect the data for posting to customers' account. We currently do not have an e-box web portal to view the customers' payment information. Please note that e-box payments are guaranteed funds to PCU. However, there are situations where a customer accidentally posts a payment to PCU in error via the ebox channel. In this case, PCU sends an email notification to Wells Fargo advising of the return request. After receiving confirmation of the return from Wells Fargo, PCU processes the return.

Bill2Pay (lockbox services) does offer a web portal access where payment coupons and copies of checks/money orders mailed to the lockbox services can be viewed by PCU. Additionally, Bill2Pay offers an online web portal (Payment Exceptions) that allows PCU staff to match payments submitted without support documentation with a customer's account in our customer information system for posting (Exception: no customer account with payment, payment doesn't match amount due, etc.).

2. Question: Please provide a copy of your investment policy.

RESPONSE: See attached a copy of our investment policy. (Attachment A)

3. SCOPE OF SERVICES E) 1) Additional Information a): Is it the desire of the county to change from the Fed Funds Target Rate which is the current index, to the Fed Funds Effective Rate? Or, is either index acceptable?

RESPONSE: At a minimum, the county requests that each bank submit a proposal based on the Fed Funds Target Rate. Alternative investment vehicles may be proposed by the bank but only as an alternative proposal.

4. Questions: Pg. 23, #7 Remote Deposit, x. Is this question in regard to return items or image deposited items?

RESPONSE: Please provide retention information for both return items and image deposited items.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 42 under Addendum No. 4 and return with completed proposal package.

Sincerely,



Merry Celeste, CPPB
 Division Director
 Purchasing and Risk Management

RESOLUTION NO. 17- 33**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA; APPROVING A REVISED INVESTMENT POLICY; REPEALING RESOLUTION 10-2; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Sections 218.415, Florida Statutes, and 2-144, Pinellas County Code (the “Acts”), authorize the Board of County Commissioners (“Board”) to adopt a written investment plan to guide investment activity of the County; and

WHEREAS, the Clerk of the Circuit Court and Comptroller (“Clerk”), as the custodian of County funds, invests County funds in excess of those required to meet expenses as provided by Section 218.415, Florida Statutes; and

WHEREAS, in support of the investment objectives of safety of capital, liquidity of funds, and investment income, in that order, the Investment Committee, comprised of the Clerk, Clerk’s Finance Division staff, County Office of Management and Budget staff and the Financial Advisor developed, and recommends the approval of, the revised Investment Policy attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida:

SECTION 1. That the revised Investment Policy, attached hereto as Exhibit A, is hereby approved, and all investment activity of the County shall be governed by, and consistent with, the Investment Policy approved herein and the Acts, as of the effective date of this Resolution.

SECTION 2. That Resolution 10-2 is hereby repealed and superseded by this resolution, which shall become effective upon adoption as provided by law.


In a regular meeting duly assembled on the 6th day of June, 2017, Commissioner Eggers offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Gerard, and upon roll call the vote was:

AYES: Welch, Eggers, Gerard, Justice, Morroni, and Seel.

NAYS: None.

Absent and not voting: Long.

APPROVED AS TO FORM

BY: 
Office of the County Attorney



**PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS**

Investment Policy

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PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

Investment Policy

1.0 POLICY

It is the policy of the Pinellas County Board of County Commissioners (the “Board”) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Board and conforming to all state statutes and local ordinances governing the investment of public funds. Terms utilized herein shall have the same meaning as defined in Section 2-144, Pinellas County Code, unless otherwise indicated herein. This policy statement supersedes all other policies previously governing the investment of Board funds.

2.0 SCOPE

This investment policy applies to all surplus funds of the Board. These funds are accounted for in Pinellas County’s Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, Trust and Agency Funds, and any other funds created by the Board, unless specifically exempted by ordinance or resolution.

3.0 PRUDENCE

The standard of prudence to be used by County investment officials shall be the "prudent person" and/or “prudent investor” standard and shall be applied in the context of managing an overall portfolio, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.”

Investment officials of the County acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

While the standard of prudence to be used by County investment officials who are officers or employees is the “prudent person” standard, any outside person or firm hired or retained to invest, monitor, or advise concerning these funds shall be held to the higher standard of “prudent expert.” The prudent expert standard requires the adviser to act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

4.0 OBJECTIVES

The primary objectives, in priority order, of the Board’s investment activities shall be:

4.1 **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the Board shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Board will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

4.2 **Liquidity:** The Board’s investment portfolio will remain sufficiently liquid to enable the Board to meet all operating requirements which might be reasonably anticipated.

4.3 **Yield:** The Board’s investment portfolio shall be designed with the objective of attaining a benchmark rate of return (Section 15.1) throughout budgetary and economic cycles, commensurate with the Board’s safety and liquidity objectives.

5.0 **INVESTMENT AUTHORITY**

Pursuant to Section 28.33, Florida Statutes, the Clerk of the Circuit Court and Comptroller (the “Clerk”) invests surplus funds in accordance with Section 218.415, Florida Statutes. The Clerk shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and their procedures on behalf of the Clerk.

5.1 **Investment Plan:** Pursuant to Section 218.415, Florida Statutes, the Board is responsible for adopting the investment plan embodied in this policy by resolution, which may be amended from time-to-time by the Board.

5.2 **Investment Procedures:** The Clerk shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Clerk.

6.0 **ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Clerk any material financial interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Board’s investment portfolio.

7.0 **AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The Clerk shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness that are authorized to provide investment services in the State of Florida. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

No public deposit shall be made except in a qualified public depository as established by the Chief Financial Officer of the State of Florida. All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the Clerk with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) registration, proof of state registration, completed broker/dealer questionnaire, all forms requiring signature by the County investment official in order for them to provide services, and certification of having read and understood the Board’s investment policy. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Clerk.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The Board is empowered by Pinellas County Code, Section 2-144(a) to invest in the following types of securities:

A. Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes.

B. Direct Obligations of the United States Treasury

Authorized types of securities include, but not limited to:

- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Treasury Strips

C. United States Federal Agencies

Authorized types of securities include, but not limited to:

- Farmers Home Administration (FmHA) certificates of beneficial ownership
- Federal Financing Bank (FFB) discount notes, notes and bonds
- Federal Housing Administration (FHA) debentures
- Government National Mortgage Association (GNMA) mortgage-backed securities

D. United States Government-Sponsored Enterprises (GSEs) which are not guaranteed by the full faith and credit of the United States Government – bonds, notes and debentures.

Authorized types of securities include, but not limited to:

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank or its district banks (FHLB)
- Federal National Mortgage Association (FNMA)
- Federal Home Loan Mortgage Corporation (FHLMC)
- Student Loan Marketing Association (SLM)

Although these securities are not guaranteed by the full faith and credit of the United States Government there is an implicit guarantee.

E. Non-Negotiable Interest-Bearing Savings Accounts, Demand Deposit Accounts or Time Certificates of Deposit

Authorized types of securities: Non-negotiable interest-bearing time certificates of deposit, demand deposit accounts or savings accounts in banks organized under the laws of this state and in national banks organized under the laws of the United States and doing business and situated in this state.

Additional conditions:

- Deposits must be placed in a Qualified Public Depository secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and
- Financial Institution is not listed with any recognized credit watch information service.

F. Repurchase Agreements

All firms with whom the Board enters into repurchase agreements will have in place an executed Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement with the

Board.

Securitization provisions:

- Collateral: Those investments whose underlying purchased securities consist of United States Treasuries (e.g. U.S. Treasury bills), United States Federal Agency and/or United States Government Sponsored Enterprise securities, and based on the requirements set forth by the SIFMA Master Repurchase Agreement. Securities authorized for collateral shall have maturities under five (5) years and should maintain a market value of at least 102 percent and higher (typically 105%) for other securities during the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Chief Deputy Director.
- A third party custodian shall hold collateral for all repurchase agreements in accordance with an executed safekeeping agreement.

G. Commercial Paper

Ratings:

- Commercial Paper issued by corporations organized and operating within the United States or by depository institutions licensed in the United States having received an “A-1, P-1” or higher by two Nationally Recognized Statistical Rating organizations (NRSRO), such as Moody’s, Standard Poor’s or Fitch.
- If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least "A" by at least two NRSROs.

Additional conditions: The LOC provider must be ranked in the top fifty (50) domestically chartered insured commercial banks that have consolidated assets of \$300 million or more as compiled and reported quarterly by the Federal Reserve Board in its Large Commercial Banks release.

H. Asset-Backed Corporate Notes

Ratings: Securities longer than 13 months shall be "Aaa" by Moody's and "AAA" by Standard & Poor's. Securities shorter than 14 months having received the two highest category ratings by a NRSRO.

Additional conditions:

- Asset-backed corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States.
- Investments will be directly with companies and non-derivative in nature.

I. Securities and Exchange Commission (SEC) registered Money Market Funds

Ratings: “AAAm” or “AAAg” by Standard & Poor's

Additional conditions:

- Registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. 270.2a-7.
- Share value must equal \$1.00.
- Underlying securities are only obligations of the United States Treasury, United States Federal Agencies, GSE’s or repurchase agreements with these underlying securities. Investments in CMOs, REMICS or other derivative securities are prohibited.

Note: If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Chief Deputy Director or the Clerk shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Chief Deputy Director or the Clerk will apply the general objectives of safety, liquidity, yield and legality to make the decision.

8.1 **Summary of Key Limitations on Authorized Investments:**

	Investment	Portfolio Maximum	Issuer Limitation	Maximum Maturity
A.	The Florida Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to Florida Interlocal Cooperation Act of 1969 as provided in Section 163.01, Florida Statutes.	50%	N/A	N/A
B.	Direct Obligations of the United States Treasury	75%	N/A	5 years ⁽¹⁾
C.	United States Federal Agencies	75%	30%	5 years
D.	United States Government-Sponsored Enterprises	75%	30%	5 years
E.	1. Non-Negotiable Interest-Bearing Savings Accounts	20%	N/A	N/A
	2. Non-Negotiable Time Certificates of Deposit	20%	5%	2 years
	3. Demand Deposit Accounts	50%	N/A	N/A
F.	Repurchase Agreements	20% ⁽²⁾	10% ⁽²⁾	60 days
G.	Commercial Paper	10%	5%	270 days
H.	Asset-Backed Corporate Notes	10%	3%	5 years ⁽³⁾
I.	SEC-Registered Money Market Funds	10%	10%	60 days ⁽⁴⁾

⁽¹⁾ Exception is the underlying securities of a repurchase agreement (see the SIFMA Master Repurchase Agreement regarding limits on maturities).

⁽²⁾ With the exception of one (1) business day agreements and overnight sweep agreements.

⁽³⁾ Total Asset-Backed Corporate Notes shall have a weighted average duration up to 2 years.

⁽⁴⁾ The maximum length to maturity (average weighted) shall be 60 days.

8.2 **Master Repurchase Agreement:** All approved institutions and dealers transacting repurchase agreements with the County are required to execute and perform as stated in the SIFMA Master Repurchase Agreement with appropriate supplemental provisions regarding delivery, substitution, margin maintenance, margin accounts, seller representations, and governing law. All repurchase agreement transactions shall adhere to the requirements of the SIFMA Master Repurchase Agreement.

8.3 **Bid Requirements:** Authorized staff of the Clerk must determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in section 4.0 must be selected.

9.0 **INVESTMENT POOLS/MONEY MARKET FUNDS**

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer, at a minimum, the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are

allowed.

- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

10.0 COLLATERALIZATION

The Florida Security for Public Deposits Act requires depositories to post certain types of collateral for public funds above the FDIC insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable certificates of time deposit).

Collateralization will also be required on repurchase agreements pursuant to the SIFMA Master Repurchase Agreement. To anticipate market changes and provide a level of security for all funds, the collateralization level will be at least 102% and higher (typically 105%) for other securities of the market value of principal and accrued interest and the value shall be marked to market at least monthly and adjusted, at a minimum, whenever the collateralization level falls below 100%. The Board requires the collateral to be United States Treasury Securities, United States Federal Agency Securities and/or United States Government Sponsored Enterprise Securities.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Board and retained with the exception of collateral under the Florida Security for Public Deposits Act. The right of collateral substitution is granted, if acceptable to the Clerk and written approval from the Clerk received by the financial institution or broker/dealer.

11.0 SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the Board shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Clerk and evidenced by safekeeping receipts.

The Clerk will execute a Third-Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased and/or collateral obtained by the Clerk shall be properly designated as an asset of the Board and held in an account separate and apart from other assets held by the depository and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by authorized Clerk staff.

The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the Clerk, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transaction costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

12.0 DIVERSIFICATION

The Board will diversify its investments by security type and institution. With the exception of United States Treasury Securities, United States Federal Agency Securities and United States Government Sponsored Enterprise Securities, no more than 50 % of the Board's total investment portfolio will be invested in a single security type or with a single financial institution, as further specified in Section 8.1 herein. No transaction needs to be initiated when required portfolios cash flows may temporarily cause the maximum holdings in a

category to exceed the established limit. Any transaction after such occurrence shall work toward returning to compliance.

The investments shall be diversified by:

- Limiting investments to avoid over-concentration in securities from a specific issuer or business sector
- Limiting investment in securities that have higher credit risks,
- Limiting the amount purchased from any one bank, broker or dealer,
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

To allow efficient and effective placement of bond sales, the limit on repurchase agreements and depository accounts may be exceeded for a maximum of five (5) business days following the receipt of bond proceeds, on the direction of the Clerk.

Money market funds may be used by Trustees, Paying Agents, Safekeeping Agents, etc., as a temporary investment for bond proceeds or payouts.

Diversification strategies shall be determined and revised periodically by the investment committee.

13.0 MAXIMUM MATURITIES

To the extent possible, the Board shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Board will not directly invest in securities maturing more than five (5) years from the date of purchase. Reserve funds may be invested in securities up to ten (10) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

The Board's weighted average maturity shall not exceed three (3) years, consistent with this policy's general investment objectives.

14.0 INTERNAL CONTROLS

The Clerk is responsible for protecting the Board's funds and ensuring proper accounting and reporting of securities transactions. The Clerk shall establish a system of internal controls which shall be in writing and made a part of the Board's operational procedures. The internal control structure shall be designed, established and maintained to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees.

Internal controls deemed most important shall include (but not limited to): control of collusion; separation of transaction authority from accounting and recordkeeping; custodial safekeeping; avoidance of physical delivery securities; clear delegation of authority; written confirmation of telephone and wire transactions; and monitoring of results.

The Clerk shall establish an annual process of independent review by an external auditor. This review will

provide internal control by assuring compliance with policies and procedures.

An Investment Committee comprised of the 1) Clerk, 2) Clerk's Authorized Staff, 3) Director of Office of Management and Budget (OMB) 4) other OMB staff as designated by the Director of OMB and 5) representative from the County's Financial Advisory firm with investment experience shall be established. The investment committee will 1) annually review the Investment Policy, 2) recommend changes to the Investment Policy, where needed, and 3) review the quarterly and annual investment reports and 4) review general strategies and monitor results.

15.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the safety and liquidity needs.

15.1 **Market Yield (Benchmark)**: The Board's investment strategy is passive. Given this strategy, the basis used by the Clerk to determine whether market yields are being achieved shall be the 3-month Treasury bill for the short-term portfolio and the 2-year Treasury constant maturities for the long-term portfolio. Since the benchmarks should have a similar weighted average maturity as the portfolio, benchmarks may be modified at the discretion of the Clerk due to planned changes in investment horizons.

16.0 REPORTING

The Clerk shall provide the Board quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The management report will include comments on the fixed income markets and economic conditions, discussions regarding compliance with restriction on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts on investment strategies. Schedules in the quarterly report will include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- Average life and final maturity of all investments listed.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.
- Percentage of the portfolio represented by each investment category.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- A quarterly comparisons of returns for the last five quarters.
- Areas of policy concern and suggested or planned revision of investment strategies.

Annual reporting: Within 90 days of the end of the fiscal year, the Clerk shall present an annual report on the investment program and investment activity. In addition to the items listed above, the annual report shall suggest policies and improvements, if deemed necessary that might be made to the investment program.

External Reporting: Copies of the quarterly and annual investment report shall be made available to the public.

17.0 CONTINUING EDUCATION

Clerk staff supporting investment activity must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

18.0 SALE OF SECURITIES

When invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, such investments may be sold, with prior approval from the Chief Deputy Director or Clerk, at the then-prevailing market price, placing the proceeds into the proper account/fund.

19.0 POLICY CONSIDERATIONS

- A. **Exemption:** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.
- B. **Audits:** Certified public accountants conducting audits of the Board pursuant to s. 218.39 shall report, as part of the audit, compliance with this investment policy.
- C. **Interfund Loans:** In the event certain funds require short-term borrowing, the Clerk (or Clerk's designee) in consultation with OMB is authorized to provide interfund loans from the pooled investments, exclusive of monies invested under bond covenant, sufficient to maintain a positive cash balance within the individual funds. During the period an interfund loan is outstanding, the borrowing fund shall pay interest on the interfund loan's average daily balance based upon the annual percentage yield earned on the short term portfolio. Exception: no interest would be charged to a grant that considers interest expense a non-allowable expense under the grant. Unless otherwise specifically authorized by the Board, these interfund loans are to be short term in nature and liquidated as soon as reasonably possible. All other interfund loans shall be approved by the Board.
- D. **Prohibited Investments:** Investment of Board funds in any security that creates artificial volatility as compared to the underlying security or to the market for a similar security is prohibited. Such prohibited investments include securities lending transactions, reverse repurchase agreements and derivatives.

20.0 INVESTMENT POLICY REVIEW

The policy shall be reviewed annually by the Investment Committee. Any modification made thereto must be approved by the Board by resolution.

ATTACHMENT A

GLOSSARY OF CASH AND INVESTMENT MANAGEMENT TERMS

The following is a glossary of key investing terms, many of which appear in the Pinellas County Board of County Commissioners Investment Policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management but does not constitute allowable investments which are specified under Section 8. The glossary has been adapted from the Government Finance Officers Association Sample Investment Policy and the Association of Public Treasurers of the US & Canada's Model Investment Policy.

ACCRUED INTEREST: Interest earned but which has not yet been paid or received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

AMORTIZATION: The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

ASKED: The price at which securities are offered.

ASSET-BACKED SECURITY (ABS): A fixed-income security backed by notes or receivables against assets other than real estate. Some examples are autos, credit card receivables, and royalties.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid). *See* "Offer."

BOOK VALUE: The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

BROKER: A third party that brings buyers and sellers together for a commission.

CALLABLE BONDS/NOTES: Securities which contain an imbedded call price option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER (CP): A short term unsecured promissory note issued by corporations typically used as a source of working capital, receivables financing and other short-term financing needs. CP has maturities up to 270 days.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for Pinellas County, Florida. It includes combined statements for each individual fund and account group prepared in conformity with generally accepted accounting principles (GAAP) in the United States of America for governmental entities. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CONVEXITY: A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

CORPORATE NOTE: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

COUPON RATE: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value, (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized statistical rating organization.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (a) Financial instruments whose return profile is linked to, or derived from the movement of one or more underlying index or security, and may include a leveraging factor, or (b) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FARMER'S HOME ADMINISTRATION (FmHA): A unit of the Department of Agriculture which makes loans for community centers, farms, and homes in rural areas.

FAIR VALUE: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): The Federal Farm Credit Banks Funding Corporation issues debt securities as fiscal agent for the Farm Credit System, which is a nationwide network of borrower-owned lending institutions and service organizations specializing in agricultural and rural America. The mission of this government-sponsored enterprise is to ensure the availability of sound, dependable funding for agricultural producers, cooperatives, and certain farm related business.

FEDERAL FINANCING BANK: A government-owned bank created to reduce the costs of federal agencies through government-guaranteed obligations.

FEDERAL FUNDS (FED FUNDS): Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirement. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): FHLMC, commonly referred to

as Freddie Mac, is a government sponsored enterprise that provides liquidity to the mortgage markets, much like FNMA and FHLB.

FEDERAL HOUSING ADMINISTRATION (FHA): A federally sponsored agency that insures lenders against loss on residential mortgages. Founded in 1934, it was the forerunner of a group of government agencies responsible for the growing secondary market for mortgages (GNMA & FNMA).

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The Corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

FLORIDA LOCAL GOVERNMENT INVESTMENT POOL (LGIP): An investment medium (e.g. FLGIT, FLCLASS) created under F.S 163.01 providing local government an investment alternative to the Local Government Surplus Fund Trust Fund.

FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND: The aggregate of all funds from political subdivisions that are placed in the custody of the State Board of Administration for investment and reinvestment.

FLORIDA SECURITY FOR PUBLIC DEPOSITS ACT: Chapter 280, Florida Statutes establishes a statewide "pool" program ensuring the protection from financial institution failure of public deposits of the state and its political subdivisions not covered by federal deposit insurance. All qualified public depositories are required to meet certain collateral requirements established by the Chief Financial Officer of the State of Florida.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INTEREST RATE: *See* “Coupon Rate.”

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INVERTED YIELD CURVE: A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and restrictive monetary policy.

INVESTMENT COMPANY ACT OF 1940: Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

INVESTMENT-GRADE OBLIGATIONS: An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

ISSUER LIMITATION: The issuer limitation percent shown in the “summary of key limitations on authorized investments” table is based on the total portfolio balance.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY RISK: The risk that a liquid asset cannot be converted without a substantial loss of value or earnings.

MARK-TO-MARKET: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreement that establishes each party’s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, repos and federal funds) are issued and traded.

MONEY MARKET FUND: Funds that invest solely in money market instruments, such as: US Treasury bills, commercial paper, bankers’ acceptances, and repurchase agreements.

NOMINAL YIELD: The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the “coupon,” “coupon rate,” or “interest rate.”

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR: Face value or principal value of a bond, typically \$1,000 per bond.

PASSIVE INVESTMENT STRATEGY: Passive investment management is an investment strategy in which securities are bought with the intention of holding them to maturity or investing in benchmark products designed to yield a market rate of return.

PORTFOLIO: Collection of securities held by an investor.

POSITIVE YIELD CURVE: A chart formation that illustrates short-term securities having lower yields than long-term securities.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRIME RATE: A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL: The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

PRUDENT PERSON RULE: An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

QUALIFIED PUBLIC DEPOSITORY: Any bank, savings bank, or savings association that is organized under the laws of the United States or the State of Florida; has its principal place of business or a branch office to receive deposits in Florida; has deposit insurance under the provisions of the Federal Deposit Insurance Act; meets the requirements of Chapter 280, Florida Statutes (Florida Security for Public Deposits Act); and has been designated by the Chief Financial Officer of the State of Florida as a qualified public depository.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (REPO or RP): A holder of securities sells these securities to an investor

with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities a specified price to the second party on demand or at a specified date.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a maximum weighted average maturity of 60-days, to help maintain a constant net asset value of one dollar (\$1.00).

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule

SERIAL BOND: A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

SINKING FUND: A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

SLGS: Nonmarketable US Treasury securities sold to states and municipalities. These parties then deposit the securities into escrow accounts until they use them to pay off their own bonds at maturity.

SPREAD: (a) The yield or price difference between the bid and offer on an issue. (b) The yield or price difference between different issues.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

STUDENT LOAN MARKETING ASSOCIATION (SLMA): SLMA, commonly referred to as Sallie Mae, provides federally guaranteed student loans originated under the Federal Family Education Loan Program. Congress created Sallie Mae in 1972 as a government sponsored enterprise. Sallie Mae began privatizing its operations in 1997 and completely severed its ties to the federal government in 2004.

SWAP: Trading one asset for another.

TERM BOND: Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY STRIPS: Zero-coupon Treasury bonds that mature in three months to 29 years and are backed by the full faith and credit of the US government.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicated. Liquid capital includes cash and assets easily converted into cash.

WEIGHTED AVERAGE MATURITY: The average remaining term to maturity of the portfolio proportionate to the size of each investment.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

ZERO-COUPON SECURITIES: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

ATTACHMENT B

**MASTER REPURCHASE AGREEMENT
(INCLUDING AMENDMENT #1)**



The logo on this form may have been updated. The content of this document has not been modified since its original website posting. In light of rapidly changing business and regulatory environments, current accuracy cannot be assured.

Master Repurchase Agreement

September 1996 Version

Dated as of _____

Between: _____

and _____

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

- (a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.
- (b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

- (c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;
- (e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;
- (f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;
- (h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;
- (i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;
- (m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

- (o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;
- (p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;
- (r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement this Agreement shall prevail.

- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).
- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
- (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
- (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

- (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
- (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will] * [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. B403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. B403.5(d) if Seller is a financial institution.

9. Substitution

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.
- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.
- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and
 - (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.
- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered heretinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

- (a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.
- (b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

- (a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

- (b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.
- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

- (a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

- (a) In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has

taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- (c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

[Redacted]	[Redacted]
[Name of Party]	[Name of Party]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Annex I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

1. Other Applicable Annexes: In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form a part of this Agreement and shall be applicable hereunder:

[Annex III (International Transactions)]

[Annex IV (Party Acting as Agent)]

[Annex V (Margin for Forward Transactions)]

[Annex VI (Buy/Sell Back Transactions)]

[Annex VII (Transactions Involving Registered Investment Companies)]

Annex II

Names and Addresses for Communications Between Parties



Annex III

International Transactions

This Annex III (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex III shall have the meanings ascribed to them in the Agreement.

1. Definitions. For purposes of the Agreement and this Annex III:

(a) The following terms shall have the following meanings:

"Base Currency", United States dollars or such other currency as Buyer and Seller may agree in the Confirmation with respect to any International Transaction or otherwise in writing;

"Business Day" or "business day":

- (i) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through CEDEL or Euroclear, a day on which CEDEL or, as the case may be, Euroclear is open to settle business in the currency in which the Purchase Price and the Repurchase Price are denominated;
- (ii) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through a settlement system other than CEDEL or Euroclear, a day on which that settlement system is open to settle such International Transaction;
- (iii) in relation to any International Transaction which involves a delivery of Securities not falling within (i) or (ii) above, a day on which banks are open for business in the place where delivery of the relevant Securities is to be effected; and
- (iv) in relation to any International Transaction which involves an obligation to make a payment not falling within (i) or (ii) above, a day other than a Saturday or Sunday on which banks are open for business in the principal financial center of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of ECU, a day on which ECU clearing operates);

"CEDEL", CEDEL Bank, société anonyme;

"Contractual Currency", the currency in which the International Securities subject to any International Transaction are denominated or such other currency as may be specified in the Confirmation with respect to any International Transaction;

"Euroclear", Morgan Guaranty Trust Company of New York, Brussels Branch, as operator of the Euroclear System;

"International Security", any Security that (i) is denominated in a currency other than United States dollars or (ii) is capable of being cleared through a clearing facility outside the United States or (iii) is issued by an issuer organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof);

"International Transaction", any Transaction involving (i) an International Security or (ii) a party organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof) or having its principal place of business outside the United States or (iii) a branch or office outside the United States designated in Annex I by a party organized under the laws of the United States (or any political subdivision thereof) as an office through which that party may act;

"LIBOR", in relation to any sum in any currency, the offered rate for deposits for such sum in such currency for a period of three months which appears on the Reuters Screen LIBO page as of 11:00 A.M., London time, on the date on which it is to be determined (or, if more than one such rate appears, the arithmetic mean of such rates);

"Spot Rate", where an amount in one currency is to be converted into a second currency on any date, the spot rate of exchange of a comparable amount quoted by a major money-center bank in the New York interbank market, as agreed by Buyer and Seller, for the sale by such bank of such second currency against a purchase by it of such first currency.

(b) Notwithstanding Paragraph 2 of the Agreement, the term "Prime Rate" shall mean, with respect to any International Transaction, LIBOR plus a spread, as may be specified in the Confirmation with respect to any International Transaction or otherwise in writing.

2. **Manner of Transfer.** All transfers of International Securities (i) shall be in suitable form for transfer and accompanied by duly executed instruments of transfer or assignment in blank (where required for transfer) and such other documentation as the transferee may reasonably request, or (ii) shall be transferred through the book-entry system of Euroclear or CEDEL, or (iii) shall be transferred through any other agreed securities clearing system or (iv) shall be transferred by any other method mutually acceptable to Seller and Buyer.

3. **Contractual Currency.**

(a) Unless otherwise mutually agreed, all funds transferred in respect of the Purchase Price or the Repurchase Price in any International Transaction shall be in the Contractual Currency.

(b) Notwithstanding subparagraph (a) of this Paragraph 3, the payee of any payment may, at its option, accept tender thereof in any other currency; provided, however, that, to the extent permitted by applicable law, the obligation of the payor to make such payment will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

- (c) If for any reason the amount in the Contractual Currency so received, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due in respect of the Agreement, the party required to make the payment shall (unless an Event of Default has occurred and such party is the nondefaulting party) as a separate and independent obligation (which shall not merge with any judgment or any payment or any partial payment or enforcement of payment) and to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.
 - (d) If for any reason the amount of the Contractual Currency received by one party hereto exceeds the amount in the Contractual Currency due such party in respect of the Agreement, then (unless an Event of Default has occurred and such party is the nondefaulting party) the party receiving the payment shall refund promptly the amount of such excess.
4. **Notices.** Any and all notices, statements, demands or other communications with respect to International Transactions shall be given in accordance with Paragraph 13 of the Agreement and shall be in the English language.
5. **Taxes.**
- (a) Transfer taxes, stamp taxes and all similar costs with respect to the transfer of Securities shall be paid by Seller.
 - (b) (i) Unless otherwise agreed, all money payable by one party (the "Payor") to the other (the "Payee") in respect of any International Transaction shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax (a "Tax"), unless the withholding or deduction of such Tax is required by law. In that event, unless otherwise agreed, Payor shall pay such additional amounts as will result in the net amounts receivable by Payee (after taking account of such withholding or deduction) being equal to such amounts as would have been received by Payee had no such Tax been required to be withheld or deducted; provided that for purposes of Paragraphs 5 and 6 the term "Tax" shall not include any Tax that would not have been imposed but for the existence of any present or former connection between Payee and the jurisdiction imposing such Tax other than the mere receipt of payment from Payor or the performance of Payee's obligations under an International Transaction. The parties acknowledge and agree, for the avoidance of doubt, that the amount of Income required to be transferred, credited or applied by Buyer for the benefit of Seller under Paragraph 5 of the Agreement shall be determined without taking into account any Tax required to be withheld or deducted from such Income, unless otherwise agreed.
 - (ii) In the case of any Tax required to be withheld or deducted from any money payable to a party hereto acting as Payee by the other party hereto acting as Payor, Payee agrees to deliver to Payor (or, if applicable, to the authority imposing the Tax) any certificate or document reasonably requested by Payor that would entitle Payee to an exemption from, or reduction in the rate of, withholding or deduction of Tax from money payable by Payor to Payee.

- (iii) Each party hereto agrees to notify the other party of any circumstance known or reasonably known to it (other than a Change of Tax Law, as defined in Paragraph 6 hereof) that causes a certificate or document provided by it pursuant to subparagraph (b)(i) of this Paragraph to fail to be true.
- (iv) Notwithstanding subparagraph (b)(i) of this Paragraph, no additional amounts shall be payable by Payor to Payee in respect of an International Transaction to the extent that such additional amounts are payable as a result of a failure by Payee to comply with its obligations under subparagraph (b)(i) or (b)(iii) of this Paragraph with respect to such International Transaction.

6. Tax Event.

- (a) This Paragraph 6 shall apply if either party notifies the other, with respect to a Tax required to be collected by withholding or deduction, that —
 - (i) any action taken by a taxing authority or brought in a court of competent jurisdiction after the date an International Transaction is entered into, regardless of whether such action is taken or brought with respect to a party to the Agreement; or
 - (ii) a change in the fiscal or regulatory regime after the date an International Transaction is entered into,
 (each, a “Change of Tax Law”) has or will, in the notifying party’s reasonable opinion, have a material adverse effect on such party in the context of an International Transaction.
- (b) If so requested by the other party, the notifying party will furnish the other party with an opinion of a suitably qualified adviser that an event referred to in subparagraph (a)(i) or (a)(ii) of this Paragraph 6 has occurred and affects the notifying party.
- (c) Where this Paragraph 6 applies, the party giving the notice referred to in subparagraph (a) above may, subject to subparagraph (d) below, terminate the International Transaction effective from a date specified in the notice, not being earlier (unless so agreed by the other party) than 30 days after the date of such notice, by nominating such date as the Repurchase Date.
- (d) If the party receiving the notice referred to in subparagraph (a) of this Paragraph 6 so elects, it may override such notice by giving a counter-notice to the other party. If a counter-notice is given, the party which gives such counter-notice will be deemed to have agreed to indemnify the other party against the adverse effect referred to in subparagraph (a) of this Paragraph 6 so far as it relates to the relevant International Transaction and the original Repurchase Date will continue to apply.
- (e) Where an International Transaction is terminated as described in this Paragraph 6, the party which has given the notice to terminate shall indemnify the other party against any reasonable legal and other professional expenses incurred by the other party by reason of the termination, but the other party may not claim any sum constituting consequential loss or damage in respect of a termination in accordance with this Paragraph 6.

- (f) This Paragraph 6 is without prejudice to Paragraph 5 of this Annex III; but an obligation to pay additional amounts pursuant to Paragraph 5 of this Annex III may, where appropriate, be a circumstance which causes this Paragraph 6 to apply.
7. **Margin.** In the calculation of "Margin Deficit" and "Margin Excess" pursuant to Paragraph 4 of the Agreement, all sums not denominated in the Base Currency shall be deemed to be converted into the Base Currency at the Spot Rate on the date of such calculation.
8. **Events of Default.**
- (a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under this Annex III, including, without limitation, the payment of taxes or additional amounts as required by Paragraph 5 of this Annex III.
- (b) In addition to the other rights of a nondefaulting party under Paragraph 11 of the Agreement, following an Event of Default, the nondefaulting party may, at any time at its option, effect the conversion of any currency into a different currency of its choice at the Spot Rate on the date of the exercise of such option and offset obligations of the defaulting party denominated in different currencies against each other.

Schedule III.A

International Transactions Relating to [Relevant Country]

This Schedule III.A forms a part of Annex III to the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule III.A shall have the meanings ascribed to them in Annex III.

[Insert provisions applicable to relevant country.]



Annex IV

Party Acting as Agent

This Annex IV forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. This Annex IV sets forth the terms and conditions governing all transactions in which a party selling securities or buying securities, as the case may be ("Agent"), in a Transaction is acting as agent for one or more third parties (each, a "Principal"). Capitalized terms used but not defined in this Annex IV shall have the meanings ascribed to them in the Agreement.

- 1. Additional Representations.** In addition to the representations set forth in Paragraph 10 of the Agreement, Agent hereby makes the following representations, which shall continue during the term of any Transaction: Principal has duly authorized Agent to execute and deliver the Agreement on its behalf, has the power to so authorize Agent and to enter into the Transactions contemplated by the Agreement and to perform the obligations of Seller or Buyer, as the case may be, under such Transactions, and has taken all necessary action to authorize such execution and delivery by Agent and such performance by it.
- 2. Identification of Principals.** Agent agrees (a) to provide the other party, prior to the date on which the parties agree to enter into any Transaction under the Agreement, with a written list of Principals for which it intends to act as Agent (which list may be amended in writing from time to time with the consent of the other party), and (b) to provide the other party, before the close of business on the next business day after orally agreeing to enter into a Transaction, with notice of the specific Principal or Principals for whom it is acting in connection with such Transaction. If (i) Agent fails to identify such Principal or Principals prior to the close of business on such next business day or (ii) the other party shall determine in its sole discretion that any Principal or Principals identified by Agent are not acceptable to it, the other party may reject and rescind any Transaction with such Principal or Principals, return to Agent any Purchased Securities or portion of the Purchase Price, as the case may be, previously transferred to the other party and refuse any further performance under such Transaction, and Agent shall immediately return to the other party any portion of the Purchase Price or Purchased Securities, as the case may be, previously transferred to Agent in connection with such Transaction; provided, however, that (A) the other party shall promptly (and in any event within one business day) notify Agent of its determination to reject and rescind such Transaction and (B) to the extent that any performance was rendered by any party under any Transaction rejected by the other party, such party shall remain entitled to any Price Differential or other amounts that would have been payable to it with respect to such performance if such Transaction had not been rejected. The other party acknowledges that Agent shall not have any obligation to provide it with confidential information regarding the financial status of its Principals; Agent agrees, however, that it will assist the other party in obtaining from Agent's Principals such information regarding the financial status of such Principals as the other party may reasonably request.
- 3. Limitation of Agent's Liability.** The parties expressly acknowledge that if the representations of Agent under the Agreement, including this Annex IV, are true and correct in all material respects during the term of any Transaction and Agent otherwise complies with the provi-

sions of this Annex IV, then (a) Agent's obligations under the Agreement shall not include a guarantee of performance by its Principal or Principals and (b) the other party's remedies shall not include a right of setoff in respect of rights or obligations, if any, of Agent arising in other transactions in which Agent is acting as principal.

4. Multiple Principals.

- (a) In the event that Agent proposes to act for more than one Principal hereunder, Agent and the other party shall elect whether (i) to treat Transactions under the Agreement as transactions entered into on behalf of separate Principals or (ii) to aggregate such Transactions as if they were transactions by a single Principal. Failure to make such an election in writing shall be deemed an election to treat Transactions under the Agreement as transactions on behalf of separate Principals.
- (b) In the event that Agent and the other party elect (or are deemed to elect) to treat Transactions under the Agreement as transactions on behalf of separate Principals, the parties agree that (i) Agent will provide the other party, together with the notice described in Paragraph 2(b) of this Annex IV, notice specifying the portion of each Transaction allocable to the account of each of the Principals for which it is acting (to the extent that any such Transaction is allocable to the account of more than one Principal); (ii) the portion of any individual Transaction allocable to each Principal shall be deemed a separate Transaction under the Agreement; (iii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall be determined on a Transaction-by-Transaction basis (unless the parties agree to determine such obligations on a Principal-by-Principal basis); and (iv) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if Agent had entered into a separate Agreement with the other party on behalf of each of its Principals.
- (c) In the event that Agent and the other party elect to treat Transactions under the Agreement as if they were transactions by a single Principal, the parties agree that (i) Agent's notice under Paragraph 2(b) of this Annex IV need only identify the names of its Principals but not the portion of each Transaction allocable to each Principal's account; (ii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall, subject to any greater requirement imposed by applicable law, be determined on an aggregate basis for all Transactions entered into by Agent on behalf of any Principal; and (iii) Buyer's and Seller's remedies upon the occurrence of an Event of Default shall be determined as if all Principals were a single Seller or Buyer, as the case may be.
- (d) Notwithstanding any other provision of the Agreement (including, without limitation, this Annex IV), the parties agree that any Transactions by Agent on behalf of an employee benefit plan under ERISA shall be treated as Transactions on behalf of separate Principals in accordance with Paragraph 4(b) of this Annex IV (and all margin maintenance obligations of the parties shall be determined on a Transaction-by-Transaction basis).

5. Interpretation of Terms. All references to "Seller" or "Buyer", as the case may be, in the Agreement shall, subject to the provisions of this Annex IV (including, among other provisions, the limitations on Agent's liability in Paragraph 3 of this Annex IV), be construed to

reflect that (i) each Principal shall have, in connection with any Transaction or Transactions entered into by Agent on its behalf, the rights, responsibilities, privileges and obligations of a "Seller" or "Buyer", as the case may be, directly entering into such Transaction or Transactions with the other party under the Agreement, and (ii) Agent's Principal or Principals have designated Agent as their sole agent for performance of Seller's obligations to Buyer or Buyer's obligations to Seller, as the case may be, and for receipt of performance by Buyer of its obligations to Seller or Seller of its obligations to Buyer, as the case may be, in connection with any Transaction or Transactions under the Agreement (including, among other things, as Agent for each Principal in connection with transfers of Securities, cash or other property and as agent for giving and receiving all notices under the Agreement). Both Agent and its Principal or Principals shall be deemed "parties" to the Agreement and all references to a "party" or "either party" in the Agreement shall be deemed revised accordingly (and any Act of Insolvency with respect to Agent or any other Event of Default by Agent under Paragraph 11 of the Agreement shall be deemed an Event of Default by Seller or Buyer, as the case may be).

Annex V

Margin for Forward Transactions

This Annex V forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex V shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** For purposes of the Agreement and this Annex V, the following terms shall have the following meanings:

"Forward Exposure", the amount of loss a party would incur upon canceling a Forward Transaction and entering into a replacement transaction, determined in accordance with market practice or as otherwise agreed by the parties;

"Forward Transaction", any Transaction agreed to by the parties as to which the Purchase Date has not yet occurred;

"Net Forward Exposure", the aggregate amount of a party's Forward Exposure to the other party under all Forward Transactions hereunder reduced by the aggregate amount of any Forward Exposure of the other party to such party under all Forward Transactions hereunder;

"Net Unsecured Forward Exposure", a party's Net Forward Exposure reduced by the Market Value of any Forward Collateral transferred to such party (and not returned) pursuant to Paragraph 2 of this Annex V.

2. **Margin Maintenance.**

(a) If at any time a party (the "In-the-Money Party") shall have a Net Unsecured Forward Exposure to the other party (the "Out-of-the-Money Party") under one or more Forward Transactions, the In-the-Money Party may by notice to the Out-of-the-Money Party require the Out-of-the-Money Party to transfer to the In-the-Money Party Securities or cash reasonably acceptable to the In-the-Money Party (together with any Income thereon and proceeds thereof, "Forward Collateral") having a Market Value sufficient to eliminate such Net Unsecured Forward Exposure. The Out-of-the-Money Party may by notice to the In-the-Money Party require the In-the-Money Party to transfer to the Out-of-the-Money Party Forward Collateral having a Market Value that exceeds the In-the-Money Party's Net Forward Exposure ("Excess Forward Collateral Amount"). The rights of the parties under this subparagraph shall be in addition to their rights under subparagraphs (a) and (b) of Paragraph 4 and any other provisions of the Agreement.

(b) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph may be exercised only where a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, exceeds a specified dollar amount or other specified threshold for such Forward Transactions (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

- (c) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph to require the elimination of a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, may be exercised whenever such a Net Unsecured Forward Exposure or Excess Forward Collateral Amount exists with respect to any single Forward Transaction hereunder (calculated without regard to any other Forward Transaction outstanding hereunder).
 - (d) The parties may agree, with respect to any or all Forward Transactions hereunder, that (i) one party shall transfer to the other party Forward Collateral having a Market Value equal to a specified dollar amount or other specified threshold no later than the Margin Notice Deadline on the day such Forward Transaction is entered into by the parties or (ii) one party shall not be required to make any transfer otherwise required to be made under this Paragraph if, after giving effect to such transfer, the Market Value of the Forward Collateral held by such party would be less than a specified dollar amount or other specified threshold (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).
 - (e) If any notice is given by a party to the other under subparagraph (a) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer Forward Collateral as provided in such subparagraph no later than the close of business in the relevant market on such business day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such Forward Collateral no later than the close of business in the relevant market on the next business day.
 - (f) Upon the occurrence of the Purchase Date for any Forward Transaction and the performance by the parties of their respective obligations to transfer cash and Securities on such date, any Forward Collateral in respect of such Forward Transaction, together with any Income thereon and proceeds thereof, shall be transferred by the party holding such Forward Collateral to the other party; provided, however, that neither party shall be required to transfer such Forward Collateral to the other if such transfer would result in the creation of a Net Unsecured Forward Exposure of the transferor.
 - (g) The Pledgor (as defined below) of Forward Collateral may, subject to agreement with and acceptance by the Pledgee (as defined below) thereof, substitute other Securities reasonably acceptable to the Pledgee for any Securities Forward Collateral. Such substitution shall be made by transfer to the Pledgee of such other Securities and transfer to the Pledgor of such Securities Forward Collateral. After substitution, the substituted Securities shall constitute Forward Collateral.
- 3. Security Interest.**
- (a) In addition to the rights granted to the parties under Paragraph 6 of the Agreement, each party ("Pledgor") hereby pledges to the other party ("Pledgee") as security for the performance of its obligations hereunder, and grants Pledgee a security interest in and right of setoff against, any Forward Collateral and any other cash, Securities or property, and all proceeds of any of the foregoing, transferred by or on behalf of Pledgor to Pledgee or due from Pledgee to Pledgor in connection with the Agreement and the Forward Transactions hereunder.

- (b) Unless otherwise agreed by the parties, a party to whom Forward Collateral has been transferred shall have the right to engage in repurchase transactions with Forward Collateral or otherwise sell, transfer, pledge or hypothecate Forward Collateral, including in respect of loans or other extensions of credit to such party that may be in amounts greater than the Forward Collateral such party is entitled to as security for obligations hereunder, and that may extend for periods of time longer than the periods during which such party is entitled to Forward Collateral as security for obligations hereunder; provided, however, that no such transaction shall relieve such party of its obligations to transfer Forward Collateral pursuant to Paragraph 2 or 4 of this Annex V or Paragraph 11 of the Agreement.

4. Events of Default.

- (a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under Paragraph 2 or any other provision of this Annex.
- (b) In addition to the other rights of a nondefaulting party under Paragraphs 11 and 12 of the Agreement, if the nondefaulting party exercised or is deemed to have exercised the option referred to in Paragraph 11(a) of the Agreement:
 - (i) The nondefaulting party, without prior notice to the defaulting party, may (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Forward Collateral subject to any or all Forward Transactions hereunder and apply the proceeds thereof to any amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Forward Collateral, to give the defaulting party credit for such Forward Collateral in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against any amounts owing by the defaulting party hereunder.
 - (ii) Any Forward Collateral held by the defaulting party, together with any Income thereon and proceeds thereof, shall be immediately transferred by the defaulting party to the nondefaulting party. The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), and without prior notice to the defaulting party, (i) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Securities Forward Collateral that is not delivered by the defaulting party to the nondefaulting party as required hereunder or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source, whereupon the defaulting party shall be liable for the price of such Replacement Securities together with the amount of any cash Forward Collateral not delivered by the defaulting party to the nondefaulting party as required hereunder.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Forward Collateral subject to any Forward Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid quotations for any Forward Collateral, the nondefaulting party may establish the source thereof in its sole discretion and (3) all prices and bids shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Forward Collateral).

5. **No Waivers, Etc.** Without limitation of the provisions of Paragraph 17 of the Agreement, the failure to give a notice pursuant to subparagraph (a), (b), (c) or (d) of Paragraph 2 of this Annex V will not constitute a waiver of any right to do so at a later date.

Annex VI

Buy/Sell Back Transactions

This Annex VI forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex VI shall have the meanings ascribed to them in the Agreement.

1. In the event of any conflict between the terms of this Annex VI and any other term of the Agreement, the terms of this Annex VI shall prevail.
2. Each Transaction shall be identified at the time it is entered into and in the relevant Confirmation as either a Repurchase Transaction or a Buy/Sell Back Transaction.
3. In the case of a Buy/Sell Back Transaction, the Confirmation delivered in accordance with Paragraph 3 of the Agreement may consist of a single document in respect of both of the transfers of funds against Securities which together form the Buy/Sell Back Transaction or separate Confirmations may be delivered in respect of each such transfer.
4. **Definitions.** The following definitions shall apply to Buy/Sell Back Transactions:
 - (a) "Accrued Interest", with respect to any Purchased Securities subject to a Buy/Sell Back Transaction, unpaid Income that has accrued during the period from (and including) the issue date or the last Income payment date (whichever is later) in respect of such Purchased Securities to (but excluding) the date of calculation. For these purposes unpaid Income shall be deemed to accrue on a daily basis from (and including) the issue date or the last Income payment date (as the case may be) to (but excluding) the next Income payment date or the maturity date (whichever is earlier);
 - (b) "Sell Back Differential", with respect to any Buy/Sell Back Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to the Purchase Price for such Buy/Sell Back Transaction on a 360 day per year basis (unless otherwise agreed by the parties for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Buy/Sell Back Transaction and ending on (but excluding) the date of determination;
 - (c) "Sell Back Price", with respect to any Buy/Sell Back Transaction:
 - (i) in relation to the date originally specified by the parties as the Repurchase Date pursuant to Paragraph 2(q) of the Agreement, the price agreed by the Parties in relation to such Buy/Sell Back Transaction, and
 - (ii) in any other case (including for the purposes of the application of Paragraph 4 or Paragraph 11 of the Agreement), the product of the formula $(P + D) - (IR + C)$, where —

 P = the Purchase Price

D = the Sell Back Differential

IR = the amount of any Income in respect of the Purchased Securities paid by the issuer on any date falling between the Purchase Date and the Repurchase Date

C = the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to any such Income from (and including) the date of payment by the issuer to (but excluding) the date of calculation.

5. When entering into a Buy/Sell Back Transaction the parties shall also agree on the Sell Back Price and the Pricing Rate to apply in relation to such Buy/Sell Back Transaction on the scheduled Repurchase Date. The parties shall record the Pricing Rate in at least one Confirmation applicable to such Buy/Sell Back Transaction.
6. Termination of a Buy/Sell Back Transaction shall be effected on the Repurchase Date by transfer to Seller or its agent of Purchased Securities against the payment by Seller of (i) in a case where the Repurchase Date is the date originally agreed to by the parties pursuant to Paragraph 2(q) of the Agreement, the Sell Back Price referred to in Paragraph 4(c)(i) of this Annex; and (ii) in any other case, the Sell Back Price referred to in Paragraph 4(c)(ii) of this Annex.
7. For the avoidance of doubt, the parties acknowledge and agree that the Purchase Price and the Sell Back Price in Buy/Sell Back Transactions shall include Accrued Interest (except to the extent contrary to market practice with respect to the Securities subject to such Buy/Sell Back Transaction, in which event (i) an amount equal to the Purchase Price plus Accrued Interest to the Purchase Date shall be paid to Seller on the Purchase Date and shall be used, in lieu of the Purchase Price, for calculating the Sell Back Differential, (ii) an amount equal to the Sell Back Price plus the amount of Accrued Interest to the Repurchase Date shall be paid to Buyer on the Repurchase Date, and (iii) the formula in Paragraph 4(c)(ii) of this Annex VI shall be replaced by the formula $(P + AI + D) - (IR + C)$, where "AI" equals Accrued Interest to the Purchase Date).
8. Unless the parties agree in Annex I to the Agreement that a Buy/Sell Back Transaction is not to be repriced, they shall at the time of repricing agree on the Purchase Price, the Sell Back Price and the Pricing Rate applicable to such Transaction.
9. Paragraph 5 of the Agreement shall not apply to Buy/Sell Back Transactions. Seller agrees, on the date such Income is received, to pay to Buyer any Income received by Seller in respect of Purchased Securities that is paid by the issuer on any date falling between the Purchase Date and the Repurchase Date.
10. References to "Repurchase Price" throughout the Agreement shall be construed as references to "Repurchase Price or the Sell Back Price, as the case may be."
11. In 11 of the Agreement, references to the "Repurchase Prices" shall be construed as references to "Repurchase Prices and Sell Back Prices."

Annex VII

Transactions Involving Registered Investment Companies

This Annex VII (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ ("Counterparty") and each investment company identified on Schedule VII.A hereto (as such schedule may be amended from time to time) acting on behalf of its respective series or portfolios identified on such Schedule VII.A, or in the case of those investment companies for which no separate series or portfolios are identified on such Schedule VII.A, acting for and on behalf of itself (each such series, portfolio or investment company, as the case may be, hereinafter referred to as a "Fund"). In the event of any conflict between the terms of this Annex VII and any other term of the Agreement, the terms of this Annex VII shall prevail. Capitalized terms used but not defined in this Annex VII shall have the meanings ascribed to them in the Agreement.

- 1. Multiple Funds.** For any Transaction in which a Fund is acting as Buyer (or Seller, as the case may be), each reference in the Agreement and this Annex VII to Buyer (or Seller, as the case may be) shall be deemed a reference solely to the particular Fund to which such Transaction relates, as identified to Seller (or Buyer, as the case may be) by the Fund and as may be specified in the Confirmation therefor. In no circumstances shall the rights, obligations or remedies of either party with respect to a particular Fund constitute a right, obligation or remedy applicable to any other Fund. Specifically, and without otherwise limiting the scope of this Paragraph: (a) the margin maintenance obligations of Buyer and Seller specified in Paragraph 4 or any other provisions of the Agreement and the single agreement provisions of Paragraph 12 of the Agreement shall be applied based solely upon Transactions entered into by a particular Fund, (b) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if each Fund had entered into a separate Agreement with Counterparty, and (c) Seller and Buyer shall have no right to set off claims related to Transactions entered into by a particular Fund against claims related to Transactions entered into by any other Fund.
- 2. Margin Percentage.** For any Transaction in which a Fund is acting as Buyer, the Buyer's Margin Percentage shall always be equal to at least _____%, or such other percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%. For any Transaction in which a Fund is acting as Seller, the Buyer's Margin Percentage shall be such percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%.
- 3. Confirmations.** Unless otherwise agreed, Counterparty shall promptly issue a Confirmation to the Fund pursuant to Paragraph 3 of the Agreement. Upon the transfer of substituted or Additional Purchased Securities by either party, Counterparty shall promptly provide notice to the Fund confirming such transfer.
- 4. Financial Condition.** Each party represents that it has delivered the following financial information to the other party to the Agreement: in the case of a party that is a registered broker-dealer, its most recent statements required to be furnished to customers by Rule 17a-5(c) under the 1934 Act; in the case of a party that is a Fund, its most recent audited or unau-

dated financial statements required to be furnished to its shareholders by Rule 30d-1 under the Investment Company Act of 1940; in the case of any other party, its most recent audited or unaudited statements of financial condition or other comparable information concerning its financial condition.

Each party represents that the financial statements or information so delivered fairly reflect its financial condition and, if applicable, its net capital ratio, on the date as of which such financial statements or information were prepared. Each party agrees that it will make available and deliver to the other party, promptly upon request, all such financial statements that subsequently are required to be delivered to its customers or shareholders pursuant to Rule 17a-5(c) or Rule 30d-1, as the case may be, or, in the case of a party that is neither a registered broker-dealer nor a Fund, all such financial information that subsequently becomes available to the public.

Each Fund acknowledges and agrees that it has made an independent evaluation of the creditworthiness of the other party that is required pursuant to the Investment Company Act of 1940 or the regulations thereunder. Each Fund agrees that its agreement to enter into each Transaction hereunder shall constitute an acknowledgment and agreement that it has made such an evaluation.

5. **Segregation of Purchased Securities.** Unless otherwise agreed by the parties, any transfer of Purchased Securities to a Fund shall be effected by delivery or other transfer (in the manner agreed upon pursuant to Paragraph 7 of the Agreement) to the custodian or subcustodian designated for such Fund in Schedule VII.A hereto ("Custodian") for credit to the Fund's custodial account with such Custodian. If the party effecting such transfer is the Fund's Custodian, such party shall, unless otherwise directed by the Fund, (a) transfer and maintain such Purchased Securities to and in the Fund's custodial account with such party and (b) so indicate in a notice to the Fund.

Schedule VII.A

Supplemental Terms and Conditions of Transactions Involving Registered Investment Companies

This Schedule VII.A forms a part of Annex VII to the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule VII.A shall have the meanings ascribed to them in Annex VII.

- I. This Agreement is entered into by or on behalf of the following Funds, and unless otherwise indicated by the appropriate Fund in connection with a Transaction, the following Custodians are designated to receive transfers of Purchased Securities on behalf of such Funds for credit to the appropriate Fund's custodial account:

<u>Name of Fund</u>	<u>Custodian</u>
---------------------	------------------

-
- II. Limitation of Liability. If the Fund is organized as a business trust (or a series thereof), the parties agree as follows: [insert appropriate language limiting liability of trustees, officers and others].



40 Broad Street
New York, NY 10004-2377
Telephone 212.440.9400
Fax 212.440.5250
www.bondmarkets.com



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Amendment to the Master Repurchase Agreement
1987 or 1996 Version

AMENDMENT, dated as of _____, 1997 to the Master Repurchase Agreement, dated as of _____ (the "Agreement"), between _____ and _____. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

The parties hereto hereby agree to amend Section 9 of the Agreement by adding at the end of the paragraph the following paragraphs (c) and (d) :

- (c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (New York time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (New York time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.
- (d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

This Amendment shall be effective January 1, 1998.

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

[Name of Party]

[Name of Party]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

November 27, 2019

TO: ALL QUALIFIED PROPOSERS
REQUEST FOR PROPOSAL: BANKING SERVICES
PROPOSAL NUMBER: 189-0463-P (LN)
PROPOSAL SUBMITTAL IS DUE: STEP TWO – DECEMBER 10, 2019 @ 3:00 P.M.

ADDENDUM NO. 3

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION(S)/RESPONSE(S):

1. Question: Provide a breakdown of annual lockbox volume as follows:
 - A. Retail payments (Single check with single OCR readable coupon)
 - B. Check only payments
 - C. List payments (single check with spreadsheet or list of individual payments – one check with multiple payments)
 - D. Correspondence without payment

RESPONSE: This information may be found on the attached twelve (12) months of Bill2Pay Lockbox invoices. (Attachment A)

2. Question: Provide a copy of the monthly Bill2Pay lockbox service invoices which provide each billing point used by Bill2pay to bill Wells for these services.

RESPONSE: Attached are twelve (12) months of Bill2Pay Lockbox invoices for your reference. (Attachment A)

3. Question: Are there any Lockbox seasonal volume peaks or valleys, or is monthly volume fairly consistent across all 12 months of the year?

RESPONSE: The monthly volume is fairly consistent. Attached are twelve (12) months of Bill2Pay Lockbox invoices for your reference. (Attachment A)

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



4. Questions: Is the Bill2pay contract for e-box services currently with Pinellas, or Wells as the subcontractor for these specific e-box services?

RESPONSE: The Bill2pay contract for e-box services is currently with Pinellas County. See Attachment B.

5. Question: Please provide a copy of the current contract with Bill2pay. Specifically, when does the current contract mature?

RESPONSE: The lockbox contract between Bill2pay and Wells Fargo expires at the same time as the master banking agreement.

The services agreement for e-box services commenced on January 1, 2016 and will remain in effect for five (5) years. Attached is the current e-box services agreement. (Attachment B)

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 42 under Addendum No.3 and return with completed proposal package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004742 Page 1 of 1
 Invoice Date: 01/06/2018
 Customer PO#: Terms: Due Net 30 days
 Customer Code: WELLPINE
 Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
 Last Date of Servicing Period: 12/31/2017

Bill To:
 WELLS FARGO
 IR # 255369
 MAC N9305-162
 90 S 7TH STREET, 16TH FLOOR
 MINNEAPOLIS, MN 55402
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,394	\$0.5900	\$6,132.46
WHOLESALE STANDARD ITEMS	10,394	\$0.5900	\$6,132.46
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005247		Total Invoice Amount	\$12,264.92
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004739 Page 1 of 1
Invoice Date: 01/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 12/31/2017

Bill To: WELLS FARGO IR # 255369 MAC N9305-162 90 S 7TH STREET, 16TH FLOOR MINNEAPOLIS, MN 55402 ATTN: WELLS FARGO ACCOUNTS PAYABLE	Remit To: Bill2Pay, LLC 9428 BAYMEADOWS ROAD, SUITE 600 JACKSONVILLE, FL 32256 AccountsReivable@bill2pay.com TELEPHONE: (904) 421-7234 EIN: 47-1471912
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Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,150	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	3,445	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,200.0000	\$3,200.00
COURIER FEE	1	\$300.0000	\$300.00
NOV 2017 INVOICE BILLED AS \$3200 S/B \$3400	1	\$200.0000	\$200.00
Control Number: IVTRX0005246 For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com		Total Invoice Amount	\$3,700.00



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004744 Page 1 of 1
Invoice Date: 01/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 12/31/2017

Bill To:
 WELLS FARGO
 IR # 255369
 MAC N9305-162
 90 S 7TH STREET, 16TH FLOOR
 MINNEAPOLIS, MN 55402
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReceivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	483	\$0.2400	\$115.92
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	523	\$0.2400	\$125.52
STANDARD ITEMS PROCESSED	13,200	\$0.2400	\$3,168.00
CONTRACT DISCOUNT 10%	1	(\$361.9500)	(\$361.95)
Control Number: IVTRX0005250 For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com		Total Invoice Amount	\$3,257.70



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004858 Page 1 of 1
Invoice Date: 02/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY
ANIMAL CONTR
Last Date of Servicing Period: 01/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bil2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,086	\$0.5900	\$5,950.74
WHOLESALE STANDARD ITEMS	10,086	\$0.5900	\$5,950.74
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005410		Total Invoice Amount	\$11,901.48
For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004855 Page 1 of 1
Invoice Date: 02/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 01/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bil2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,354	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	4,184	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0005414		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004860 Page 1 of 1
Invoice Date: 02/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 01/31/2018

Bill To: WELLS FARGO IR # 255369 MAC N9305-162 90 S 7TH STREET, 16TH FLOOR MINNEAPOLIS, MN 55402 ATTN: WELLS FARGO ACCOUNTS PAYABLE	Remit To: Bill2Pay, LLC 9428 BAYMEADOWS ROAD, SUITE 600 JACKSONVILLE, FL 32256 AccountsReivable@bill2pay.com TELEPHONE: (904) 421-7234 EIN: 47-1471912
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Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	442	\$0.2400	\$106.08
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	538	\$0.2400	\$129.12
STANDARD ITEMS PROCESSED	14,472	\$0.2400	\$3,473.28
CONTRACT DISCOUNT 10%	1	(\$391.8600)	(\$391.86)
Control Number: IVTRX0005413 For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com		Total Invoice Amount	\$3,526.83



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004976 Page 1 of 1
 Invoice Date: 03/06/2018
 Customer PO#:
 Terms: Due Net 30 days
 Customer Code: WELLPINE
 Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
 Last Date of Servicing Period: 02/28/2018

Bill To: WELLS FARGO IR # 255369 MAC N9305-162 90 S 7TH STREET, 16TH FLOOR MINNEAPOLIS, MN 55402 ATTN: WELLS FARGO ACCOUNTS PAYABLE	Remit To: Bill2Pay, LLC 9428 BAYMEADOWS ROAD, SUITE 600 JACKSONVILLE, FL 32256 AccountsReivable@bil2pay.com TELEPHONE: (904) 421-7234 EIN: 47-1471912
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Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,043	\$0.5900	\$5,925.37
WHOLESALE STANDARD ITEMS	10,043	\$0.5900	\$5,925.37
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005528 For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com		Total Invoice Amount	\$11,850.74



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004973 Page 1 of 1
Invoice Date: 03/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 02/28/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReceivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,341	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	6,562	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0005532		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3004978 Page 1 of 1
Invoice Date: 03/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 02/28/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	488	\$0.2400	\$117.12
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	489	\$0.2400	\$117.36
STANDARD ITEMS PROCESSED	12,490	\$0.2400	\$2,997.60
CONTRACT DISCOUNT 10%	1	(\$344.2200)	(\$344.22)
Control Number: IVTRX0005531		Total Invoice Amount	\$3,098.07
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005093 Page 1 of 1
Invoice Date: 04/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL
CONTR
Last Date of Servicing Period: 03/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bil2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,460	\$0.5900	\$6,171.40
WHOLESALE STANDARD ITEMS	10,460	\$0.5900	\$6,171.40
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005644		Total Invoice Amount	\$12,342.80
For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005090 Page 1 of 1
Invoice Date: 04/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 03/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,320	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	6,839	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0005648		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005095 Page 1 of 1
Invoice Date: 04/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 03/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	419	\$0.2400	\$100.56
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	547	\$0.2400	\$131.28
STANDARD ITEMS PROCESSED	14,440	\$0.2400	\$3,465.60
CONTRACT DISCOUNT 10%	1	(\$390.7600)	(\$390.76)
Control Number: IVTRX0005647			Total Invoice Amount
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			\$3,516.89



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005210 Page 1 of 1
Invoice Date: 05/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 04/30/2018

Bill To:
 WELLS FARGO
 IR # 255369
 MAC N9305-162
 90 S 7TH STREET, 16TH FLOOR
 MINNEAPOLIS, MN 55402
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,129	\$0.5900	\$5,976.11
WHOLESALE STANDARD ITEMS	10,129	\$0.5900	\$5,976.11
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005764 For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com		Total Invoice Amount	\$11,952.22



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005207 Page 1 of 1
Invoice Date: 05/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 04/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,294	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	4,640	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0005768		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005212 Page 1 of 1
Invoice Date: 05/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 04/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO, ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	542	\$0.2400	\$130.08
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	518	\$0.2400	\$124.32
STANDARD ITEMS PROCESSED	13,234	\$0.2400	\$3,176.16
CONTRACT DISCOUNT 10%	1	(\$364.0700)	(\$364.07)
Control Number: IVTRX0005767		Total Invoice Amount	\$3,276.70
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005322 Page 1 of 1
Invoice Date: 06/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 05/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReceivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,250	\$0.5900	\$6,047.50
WHOLESALE STANDARD ITEMS	10,250	\$0.5900	\$6,047.50
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0005886		Total Invoice Amount	\$12,095.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005319 Page 1 of 1
Invoice Date: 06/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 05/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bil2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,283	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	4,466	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0005890		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005324 Page 1 of 1
Invoice Date: 06/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 05/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC N9305-162
90 S 7TH STREET, 16TH FLOOR
MINNEAPOLIS, MN 55402
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bil2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	457	\$0.2400	\$109.68
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	520	\$0.2400	\$124.80
STANDARD ITEMS PROCESSED	13,676	\$0.2400	\$3,282.24
CONTRACT DISCOUNT 10%	1	(\$372.6900)	(\$372.69)
Control Number: IVTRX0005889		Total Invoice Amount	\$3,354.24
For questions about your invoice, please contact Jennifer.Walsh@bil2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005437 Page 1 of 1
Invoice Date: 07/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 06/30/2018

Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,182	\$0.5900	\$6,007.38
WHOLESALE STANDARD ITEMS	10,182	\$0.5900	\$6,007.38
CREDIT FOR MAY INVOICE 3 ITEMS PREPPED	3	(\$0.5900)	(\$1.77)
CREDIT FOR MAY INVOICE 3 ITEMS STANDARD	3	(\$0.5900)	(\$1.77)
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006003		Total Invoice Amount	\$12,011.22
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005434 Page 1 of 1
Invoice Date: 07/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 06/30/2018

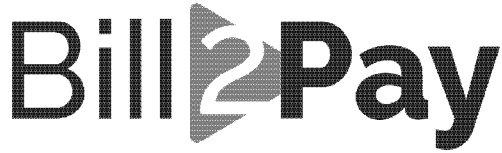
Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,241	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	3,989	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006007		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

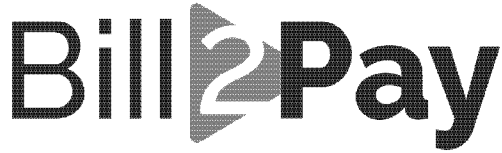
INVOICE

Invoice #: INV3005439 Page 1 of 1
Invoice Date: 07/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 06/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	568	\$0.2400	\$136.32
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	528	\$0.2400	\$126.72
STANDARD ITEMS PROCESSED	13,155	\$0.2400	\$3,157.20
CONTRACT DISCOUNT 10%	1	(\$363.0400)	(\$363.04)
Control Number: IVTRX0006006		Total Invoice Amount	\$3,267.41
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005558 Page 1 of 1
Invoice Date: 08/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 07/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	9,814	\$0.5900	\$5,790.26
WHOLESALE STANDARD ITEMS	9,814	\$0.5900	\$5,790.26
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006123		Total Invoice Amount	\$11,580.52
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005555 Page 1 of 1
Invoice Date: 08/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 07/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,145	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	4,033	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006127		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005560 Page 1 of 1
Invoice Date: 08/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 07/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReceivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	426	\$0.2400	\$102.24
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	559	\$0.2400	\$134.16
STANDARD ITEMS PROCESSED	14,145	\$0.2400	\$3,394.80
CONTRACT DISCOUNT 10%	1	(\$384.1400)	(\$384.14)
Control Number: IVTRX0006126		Total Invoice Amount	\$3,457.27
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005685 Page 1 of 1
Invoice Date: 09/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 08/31/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	11,782	\$0.5900	\$6,951.38
WHOLESALE STANDARD ITEMS	11,782	\$0.5900	\$6,951.38
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006253		Total Invoice Amount	\$13,902.76
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005682 Page 1 of 1
Invoice Date: 09/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 08/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,321	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	4,051	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006257		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005687 Page 1 of 1
Invoice Date: 09/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 08/31/2018

Bill To:
 WELLS FARGO
 IR # 255369
 MAC Z0307-085
 100 SOUTH ASHLEY DRIVE
 TAMPA, FL 33602
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	1	\$3.2500	\$3.25
EXCEPTION ITEMS RETURNED	553	\$0.2400	\$132.72
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	496	\$0.2400	\$119.04
STANDARD ITEMS PROCESSED	13,169	\$0.2400	\$3,160.56
CONTRACT DISCOUNT 10%	1	(\$362.5700)	(\$362.57)
Control Number: IVTRX0006256		Total Invoice Amount	\$3,263.21
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

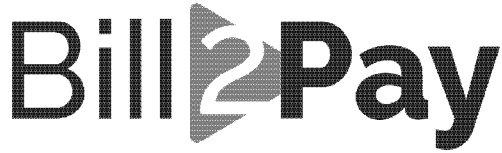
INVOICE

Invoice #: INV3005799 Page 1 of 1
Invoice Date: 10/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 09/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	14,595	\$0.5900	\$8,611.05
WHOLESALE STANDARD ITEMS	14,595	\$0.5900	\$8,611.05
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006388		Total Invoice Amount	\$17,222.10
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005796 Page 1 of 1
Invoice Date: 10/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 09/30/2018

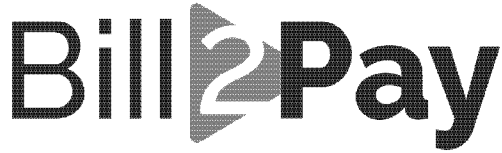
Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,148	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	3,393	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,200.0000	\$3,200.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006392		Total Invoice Amount	\$3,500.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005801 Page 1 of 1
Invoice Date: 10/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 09/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	1	\$3.2500	\$3.25
EXCEPTION ITEMS RETURNED	330	\$0.2400	\$79.20
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	466	\$0.2400	\$111.84
STANDARD ITEMS PROCESSED	12,038	\$0.2400	\$2,889.12
CONTRACT DISCOUNT 10%	1	(\$329.3600)	(\$329.36)
Control Number: IVTRX0006391		Total Invoice Amount	\$2,964.26
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005927 Page 1 of 1
Invoice Date: 11/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 10/31/2018

Bill To:
 WELLS FARGO
 IR # 255369
 MAC Z0307-085
 100 SOUTH ASHLEY DRIVE
 TAMPA, FL 33602
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	11,192	\$0.5900	\$6,603.28
WHOLESALE STANDARD ITEMS	11,192	\$0.5900	\$6,603.28
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006507		Total Invoice Amount	\$13,206.56
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005924 Page 1 of 1
Invoice Date: 11/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 10/31/2018

Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,275	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	3,915	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,400.0000	\$3,400.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006511		Total Invoice Amount	\$3,700.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3005929 Page 1 of 1
Invoice Date: 11/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 10/31/2018

Bill To:
 WELLS FARGO
 IR # 255369
 MAC Z0307-085
 100 SOUTH ASHLEY DRIVE
 TAMPA, FL 33602
 ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
 Bill2Pay, LLC
 9428 BAYMEADOWS ROAD, SUITE 600
 JACKSONVILLE, FL 32256
 AccountsReivable@bill2pay.com
 TELEPHONE: (904) 421-7234
 EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	529	\$0.2400	\$126.96
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	595	\$0.2400	\$142.80
STANDARD ITEMS PROCESSED	13,693	\$0.2400	\$3,286.32
CONTRACT DISCOUNT 10%	1	(\$376.6200)	(\$376.62)
Control Number: IVTRX0006510		Total Invoice Amount	\$3,389.67
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3006040 Page 1 of 1
Invoice Date: 12/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLPINE
Customer Name: WELLS FARGO - PINELLAS CNTY ANIMAL CONTR
Last Date of Servicing Period: 11/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE STANDARD ITEMS (PREPPED)	10,271	\$0.5900	\$6,059.89
WHOLESALE STANDARD ITEMS	10,271	\$0.5900	\$6,059.89
CONTRACT MONTHLY MINIMUM	0	\$2,200.0000	\$0.00
Control Number: IVTRX0006637		Total Invoice Amount	\$12,119.78
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3006037 Page 1 of 1
Invoice Date: 12/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLEMSL
Customer Name: WELLS FARGO - EMS
Last Date of Servicing Period: 11/30/2018

Bill To:

WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:

Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
WHOLESALE EXCEPTION ITEMS RETURNED	1,277	\$0.0000	\$0.00
WHOLESALE STANDARD ITEM PROCESSING (GROUP 1)	3,565	\$0.0000	\$0.00
CONTRACT MONTHLY MINIMUM	1	\$3,200.0000	\$3,200.00
COURIER FEE	1	\$300.0000	\$300.00
Control Number: IVTRX0006641		Total Invoice Amount	\$3,500.00
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			



9428 Baymeadows Road, Suite 600, Jacksonville, FL 32256

INVOICE

Invoice #: INV3006042 Page 1 of 1
Invoice Date: 12/06/2018
Customer PO#:
Terms: Due Net 30 days
Customer Code: WELLWATE
Customer Name: WELLS FARGO - WATER SYSTEM
Last Date of Servicing Period: 11/30/2018

Bill To:
WELLS FARGO
IR # 255369
MAC Z0307-085
100 SOUTH ASHLEY DRIVE
TAMPA, FL 33602
ATTN: WELLS FARGO ACCOUNTS PAYABLE

Remit To:
Bill2Pay, LLC
9428 BAYMEADOWS ROAD, SUITE 600
JACKSONVILLE, FL 32256
AccountsReivable@bill2pay.com
TELEPHONE: (904) 421-7234
EIN: 47-1471912

Service Description	Volume	Unit Price	Invoice Amount
CASH REMITTANCE PAYMENTS	0	\$3.2500	\$0.00
EXCEPTION ITEMS RETURNED	351	\$0.2400	\$84.24
MONTHLY COURIER FEE	1	\$210.2100	\$210.21
NON-STANDARD ITEMS PROCESSED	525	\$0.2400	\$126.00
STANDARD ITEMS PROCESSED	13,141	\$0.2400	\$3,153.84
CONTRACT DISCOUNT 10%	1	(\$357.4200)	(\$357.42)
Control Number: IVTRX0006640		Total Invoice Amount	\$3,216.87
For questions about your invoice, please contact Jennifer.Walsh@bill2pay.com			

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 23rd day of December, 2015 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Bill2Pay, LLC, Clearwater, Florida (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to its Request for Proposal Number 145-0344-IP(RM) (“RFP”) for Electronic Payment Receipt System Provider services; and

WHEREAS, Contractor submitted a Proposal dated August 11, 2015 in response to the RFP; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Electronic Payment Receipt System Provider Service Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in RFP, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to

the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Utilities Department Designee

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation

specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. Initial Term. The term of this Agreement shall commence on

January 1, 2016,

and shall remain in full force and effect for Five (5) Years.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. **Compensation and Method of Payment.**

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and

conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B.

The County agrees to pay the Contractor the not-to-exceed sum of \$ 15,000 annually , for Services completed and accepted as provided in Section 15 herein if applicable, payable at the rates set out in the portion of Exhibit C relating to donations. Contractor agrees to pay the County at the rates set out in the portion of Exhibit C relating to Pinellas County Utilities' transactions.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

to the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. **Personnel.**

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two

(2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the

Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws. The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Section C of the RFP attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from

the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. **Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Utilities Department designee, and Human Services designee will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Iris Kraft – Bill2Pay. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. **Subcontracting/Assignment.**

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 and others which by their nature would survive.

18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For the County	
LeeAnn Smedley 14 S. Fort Harrison Ave	Section Manager, Utilities Customer Service Clearwater, FL 33756
Carol McKinney 440 Court St. 2 nd Floor	Accountant II Pinellas County Human Services Clearwater, FL 33756
With a copy to	
Purchasing Director 400 S. Fort Harrison Ave, 6 th FL Annex Bldg	Pinellas County Purchasing Department Clearwater, FL 33756
For the Contractor	
Iris Kraft 4700 140 th Ave. N., Ste 106	Co-President, Chief Operations Officer Clearwater, FL 33762

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

22. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its Purchasing Director

Joe Lauro
Director of Purchasing

By: Bill2Pay, LLC

Name: Jos Wright

Title: CO-PRESIDENT, LLC

12/21/2015 Jos Wright

[Corporate Seal]

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Exhibit A - Statement of Work for PCU

Bill2Pay shall provide a payment system to PCU that will allow the client to take credit/debit card and E-Check (ACH) transactions for its end users. Bill2Pay's payment channels include our Point of Sale (POS), Online, Interactive Voice Response (IVR) and Mobile Payment Solutions. The POS solution is part of our Client Administration Tool, which is necessary to have in order to take walk up / face to face, online or IVR payments.

- 1. Client Administration Tool:** A simple-to-use web based system that allows for managing end users credit/debit and E-Check payment transactions. Client will be provided with a secure web link. The Client Administration Tool is a self-managed application and has the following features built in:
 - **Real-Time Reports:** All payment transactions are recorded in real-time into our reports. The daily reconciliation and payment transaction reports are two ad hoc reports, which the client can create on demand. The payment report is used for managing the payment transactions and the transaction reconciliation report will match to the penny to our client's bank deposits. Both reports can be exported into CSV and PDF formats.
 - **Point-Of-Sale (POS) Solution:** The POS Solution gives the client the ability to take credit/debit and E-Checks (ACH) payments for walk-in or phone-in payments. Once the credit/debit card or E-Check (ACH) transaction is approved, the payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. Note: If a phone e-Check (ACH) payment is taken by the client, the conversation needs to be recorded.
 - **User Level and Office Manager:** The Client Administration Tool lets the client set up different user level rights. It is also possible to set up different offices/payment locations within the system.
 - **Payments Search:** The Systems Payment Search function lets the client specify different search criteria to find a particular payment transaction.
 - **Other Functions:** The client will have the ability to void/return payments, and print duplicate receipts.
- 2. Online Solution:** Online payments solutions allow the client's end users to make a credit/debit card and/or e-Check (ACH) payment online via the company's secure payment website link. The payments can be made on time or can be set up to be recurring, automated, or scheduled. The payment website link will be hosted by the company and branded to the client's website to give the payments web links the look and feel of the client's website. The Web payments page clearly states that the processing (convenience) fee for credit/debit card and e-Check (ACH) payments is being applied by a third party, Bill2Pay, not the Client. Once the credit/debit card or e-Check (ACH) transaction is approved, the online payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The Web payments page clearly states how customer information is handled (i.e. for customer authorized payment transactions only, and for no other purpose). Implementation and Data File integration charges may apply as outlined in the Pricing Sheet in Exhibit A.
- 3. IVR (Interactive Voice Response) Solution:** The client will be provided with a toll free phone number that is available 24 hours a day, seven days a week, 365 days a year. A mutually acceptable maintenance schedule for hardware and software supporting the IVR unit will be published to the Client. The IVR will accept credit/debit and E-Check (ACH) payments. After the caller has keyed the requested information, the caller is given a voice confirmation number. Once the credit/debit card or E-Check (ACH) transaction is approved, the IVR payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The IVR unit may accommodate both English and Spanish speakers and may include other language options mutually agreed to by the Client and Company at current fee rates.
- 4. Mobile App:** The Client will be provided with a mobile app that will be available for download in the Android and Apple store. Payments through the mobile app will allow the client's end users to make a

credit/debit card and/or E-Check (ACH) one-time payment. The mobile app will be hosted and maintained by the company and will include the clients logo in the mobile app. The mobile app payments page clearly states that the processing (convenience) fee for credit/debit card and E-Check (ACH) payments is being applied by a third party, Bill2Pay, not the Client. Once the credit/debit card or E-Check (ACH) transaction is approved, the mobile app payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time.

5. **Client Training and System Support:**

- Bill2Pay will train the client at no cost on how to use the Bill2Pay system via online web sharing training tools or in person.
- The Client will be provided with an account representative that will be available to the client during client's normal business hours. The client will be provided with an after hour support number and e-mail address.
- Bill2Pay's Call Center to answer customer payments questions is open Monday through Friday from 9 am to 6 pm EST. It will be closed during major holidays such as President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas and New Year's.

6. **Systems Testing:** Upon execution of the contract, the Parties shall begin implementation activities that include a thorough testing regimen to confirm that Bill2Pay and PCU are prepared to accept and accurately process all transmissions.

7. **Other Items:**

- PCU is responsible for all Chargebacks and Returned E-Check (ACH) transactions. The client shall immediately reimburse all Chargebacks/Returned e-Checks (ACH), including through netting out the Chargeback/ Returned e-Check (ACH) amount from the next deposit, regardless of the ultimate resolution.
- If required by the credit card organizations, client will enter into all applicable Merchant Card Agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
- If the funds are available and not subject to reversal, the Bill2Pay will transfer the monies collected into the PCU bank account within two business days following the midnight of the day the funds are deposited with Company. The two business days funding option is only available if no American Express Credit Cards are accepted. If American Express Credit Card transactions are accepted the Company will transfer the monies collected into the PCU's bank account within three business days following the midnight of the day the funds are deposited with Bill2Pay.
- Data transmissions must be compatible with the PCU's accounts receivable application; Bill2Pay's payments processing systems and Data transmissions must be compliant and compatible with any applicable Health Insurance Portability and Accountability Act (HIPAA) provisions, PCI provisions, and Red Flag compliant.
- Bill2Pay ensures the integrity and protection of the data in its systems.
- PCU will ensure that terminated client's employee's user account will be deactivated or deleted in Bill2Pay's system upon client's employee's termination.

Exhibit – A Statement of Work for HS

Bill2Pay shall provide a payment donation system to HS that will allow customers to donate to Pinellas County Care Fund using a credit or debit card with nationally recognized processors. In the future we may add the acceptance of Checks (ACH). The donation web portal will be a stand-alone website that will allow minimum and maximum donation amounts.

1. **Client Administration Tool:** A simple-to-use web based system that allows for managing end users credit/debit and E-Check payment transactions. Client will be provided with a secure web link. The Client Administration Tool is a self-managed application and has the following features built in:
 - Real-Time Reports: All payment transactions are recorded in real-time into our reports. The daily reconciliation and payment transaction reports are two ad hoc reports, which the client can create on demand. The payment report is used for managing the payment transactions and the transaction reconciliation report will match to the penny to our client's bank deposits. Both reports can be exported into CSV and PDF formats.
 - User Level and Office Manager: The Client Administration Tool lets the client set up different user level rights. It is also possible to set up different offices/payment locations within the system.
 - Payments Search: The Systems Payment Search function lets the client specify different search criteria to find a particular payment transaction.
 - Other Functions: The client will have the ability to void/return payments, and print duplicate receipts.
2. **Online Solution:** Online payments solutions allow the client's end users to make a donation with a credit/debit card and/or e-Check (ACH) payments online via the company's secure payment website link. The donations can be made on time. The donation site will provide the ability to print a receipt for the transaction immediately following confirmation. The donation website link will be hosted by the company and branded to the client's website to give the donation web links the look and feel of the client's website. Once the credit/debit card or e-Check (ACH) transaction is approved, the online donation payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The Web donation payments page clearly states how customer information is handled (i.e. for customer authorized payment transactions only, and for no other purpose).
3. **Client Training and System Support:**
 - Bill2Pay will train the client at no cost on how to use the Bill2Pay system via online web sharing training tools or in person.
 - The Client will be provided with an account representative that will be available to the client during client's normal business hours. The client will be provided with an after hour support number and e-mail address.
 - Bill2Pay's Call Center to answer customer payments questions is open Monday through Friday from 9 am to 6 pm EST. It will be closed during major holidays such as President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas and New Year's.
4. **Systems Testing:** Upon execution of the contract, the Parties shall begin implementation activities that include a thorough testing regimen to confirm that Bill2Pay and HS are prepared to accept and accurately process all transmissions.
5. **Other Items:**
 - HS is responsible for all Chargebacks and Returned E-Check (ACH) transactions. The client shall immediately reimburse all Chargebacks/Returned e-Checks (ACH), including through netting out the Chargeback/ Returned e-Check (ACH) amount from the next deposit, regardless of the ultimate resolution.



- If required by the credit card organizations, client will enter into all applicable Merchant Card Agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
- If the funds are available and not subject to reversal, the Bill2Pay will transfer the monies collected into the HS bank account within two business days following the midnight of the day the funds are deposited with Company. The two business days funding option is only available if no American Express Credit Cards are accepted. If American Express Credit Card transactions are accepted the Company will transfer the monies collected into the HS bank account within three business days following the midnight of the day the funds are deposited with Bill2Pay.
- Data transmissions must be compatible with the HS accounts receivable application; Bill2Pay's payments processing systems and Data transmissions must be compliant and compatible with any applicable Health Insurance Portability and Accountability Act (HIPAA) provisions, PCI provisions, and Red Flag compliant.
- Bill2Pay ensures the integrity and protection of the data in its systems.
- HS will ensure that terminated client's employee's user account will be deactivated or deleted in Bill2Pay's system upon client's employee's termination.

Initial Here:

Client

Company

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees that the services will be provided without any limitation on Pinellas County's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Pinellas County's liability to any specified amount in the performance of the services. Pinellas County shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services without any limitation on Pinellas County's liability that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its prohibition on any limitation on Pinellas County's liability as non-negotiable, to disqualify any Pinellas County that includes exceptions to this prohibition on any limitation on Pinellas County's liability, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a DOCUMENT, the Pinellas County acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Pinellas County's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Pinellas County harmless in any way related to the services. Pinellas County shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Pinellas County to be included in the Services Agreement. Pinellas County is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Pinellas County does not take exception to in its response. Notwithstanding any exceptions by Pinellas County, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any DOCUMENT that includes exceptions to this paragraph, and to proceed with another responsive, responsible DOCUMENT, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) DOCUMENT submittals should include Pinellas County's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Pinellas County does not currently meet insurance requirements, Pinellas County shall also include verification from its broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Pinellas County shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with DOCUMENT was a compliant certificate no further action may be necessary. It is imperative that Pinellas County include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the DOCUMENT and/or contract period.
 - d) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by Pinellas County, and any subcontractors, to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by Pinellas County to the County at least thirty (30) days prior to the expiration date.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (1) Pinellas County shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Pinellas County from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Pinellas County of this requirement to provide notice.
 - (2) Should Pinellas County, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge Pinellas County for such purchase or offset the cost against amounts due to Pinellas County for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of Pinellas County's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this DOCUMENT, Pinellas County shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Pinellas County and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Pinellas County to the same extent Pinellas County is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Pinellas County to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Pinellas County shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the DOCUMENT and/or is signing the agreement with the County. If Pinellas County is a Joint Venture per Section A. titled Joint Venture of this DOCUMENT, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Pinellas County.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that Pinellas County is only using employees named on such list to perform work for the County. Should employees not named be utilized by Pinellas County, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find Pinellas County to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both Pinellas County and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If Pinellas County does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Pinellas County can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

(4) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Pinellas County may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses Breach Response/Event Management Expense coverage sublimit can be no less than 50% of the aggregate with at least minimum limits as follows:

Limits

Each Occurrence	\$ 10,000,000
General Aggregate	\$ 10,000,000

If Claims-Made Coverage is provided, policy must remain in place for a period no less than 12 months after the contract/completion date of this contract.

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (6) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01. Policy must not contain any exclusions pertaining to computer and funds transfer fraud.

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- (7) Property Insurance Pinellas County will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

REVENUE/PAYMENT SCHEDULE

145-0344-IP Electronic Payment Receipt System Provider

PINELLAS COUNTY UTILITIES	
NO PAYMENT TO BILL2PAY FROM PINELLAS COUNTY UTILITIES	
PER TRANSACTION <u>REVENUE</u> TO PINELLAS COUNTY UTILITIES FOR PROCESSING CUSTOMER PAYMENT	\$.25
UTILITY CUSTOMER PAYMENT CHANNEL	POINT OF SERVICE, ONLINE, PHONE AND WALK UP, IVR
UTILITY CUSTOMER PAYMENT METHOD	CREDIT/DEBIT CARD
CUSTOMER PAID CONVENIENCE FEE (NO CHARGE TO UTILITIES)	\$3.75 PER each \$300.00 CREDIT/DEBIT CARD Example: \$300 = \$3.75 \$301.00 - \$600 = \$7.50
CUSTOMER PAID CONVENIENCE FEE (NO CHARGE TO UTILITIES)	E-CHECK (ACH)\$3.75 PER TRANSACTION

Bill2Pay's lockbox services to Pinellas County Utilities will continue to receive a ten (10%) discount on their lockbox services.

PINELLAS COUNTY HUMAN SERVICES			
TRANSACTION FEES PAID MONTHLY TO BILL2PAY FROM HUMAN SERVICES			
HUMAN SERVICES PAYMENT CHANNEL	ONLINE DONATION PAYMENTS PAGE		
HUMAN SERVICES PAYMENT METHOD	CREDIT/DEBIT CARDS		
DONATION AMOUNT	\$5.00 - \$25.00	\$25.01 - \$40.00	\$40.01 - \$100.00
TRANSACTION FEE BILLED TO HUMAN SERVICES PER DONATION	\$1.00	\$2.00	\$2.50

Chargeback and Insufficient Funds Fee Waived to Human Services

Minimum donation fee = \$5.00

Maximum donation fee = \$100.00



Merry Celeste/CPPB
Division Director
Purchasing and Risk Management

November 12, 2019

TO: ALL QUALIFIED PROPOSERS
REQUEST FOR PROPOSAL: BANKING SERVICES
PROPOSAL NUMBER: 189-0463-P(LN)
PROPOSAL SUBMITTAL IS DUE: STEP TWO – DECEMBER 10, 2019 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

INFORMATION: Proposals for Step Two will only be accepted from the following qualified submittals:

1. Bank of America, N.A.
2. JP Morgan Chase Bank, N.A.
3. Wells Fargo Bank, N.A.

QUESTION(S)/RESPONSE(S):

1. Question: Based on the response to Addendum No. 1, Question # 2, the County would potentially be limiting the numbers of responses received for this RFP. Currently, Bill2Pay has a subcontracting relationship with Wells Fargo that is specific to this RFP. JPMorgan as well as other banks, have processing arrangements with Bill2Pay but the contract is directly through Bill2Pay. JPMorgan can support the processing of the Image Cash letter file (ICL) and the inclusion of Bill2Pay fees on our bank account analysis, but the lockbox contract would need to be directly with Bill2Pay. We have been advised by Bill2Pay that they are currently reviewing this relationship as it expires in March 2020. Based on the above, we are requesting that the County reconsider the response to this question.

Response: The County has re-evaluated the RFP verbiage. The previous response, included in Addendum 1 question 28, remains the same. Proposers may document their exceptions on Exhibit D - Exceptions.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 42 under Addendum No.2 and return with completed proposal package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director, Purchasing and Risk Management
Department of Administrative Services

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Merry Celeste/CPPB
Division Director
Purchasing and Risk Management

October 28, 2019

TO: ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSAL: BANKING SERVICES
PROPOSAL NUMBER: 189-0463-P(LN)
PROPOSAL SUBMITTAL IS DUE: STEP ONE – OCTOBER 31, 2019 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION(S)/RESPONSE(S):

1. Question: Page 17 (1) (e) references balances maintained at two other banks. Please provide these balances and the rate being paid by each of these banks.\

Response:

Bank 1 (BankUnited)

Balance at 9/30/19 – \$46,200,502
Yield – APY = Top Fed Funds Rate

Bank 2 (BB&T)

Balance at 9/30/19 –
Board - \$10,121,003
Clerk - \$ 3,362 039

Yield – Upper bound of the Fed Funds Rate X .60% + 0.50%

2. Question: RFP Section 5.) lockbox service, RFP Page 22 - Would the County consider contracting directly with Bill2Pay while having fees added to the account analysis statement?

Response: No

3. Question: Scope of Work 6. Credit Card/Electronic Processing Service, RFP Page 23. Would you confirm if merchant services, credit card processing, is in scope for this RFP? And if so, would you provide a list of the software vendors, gateway solutions and terminal make/models in use for processing credit card and electronic payment processing today?

Response: Merchant services and credit card processing are not in the scope of work.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



4. Question: Scope of Work 6. Credit Card/Electronic Processing Service, Page 23. If credit card and electronic check processing is in scope, would you provide the annual dollar and transaction volume by card type (Visa, MasterCard, Discover & Amex)? And the number of Merchant ID's in use today?

Response: Credit Card and electronic check processing is not in the scope of work, however, the bank will need to work with the County's providers.

5. Question: Demandstar – Banking Services, RFP Page 24, 7 - Client will need new scanners. How many scanners do they use today? How many accounts will they want to deposit into?

Response: Four (4) scanners are currently utilized, but the County may elect to expand this initiative in the future. Currently the County has three (3) accounts utilizing this service but we may elect to expand this initiative in the future to any of our bank accounts.

6. Question: Demandstar – Banking Services, RFP Page 24, ii, x Are they converting through Remote Deposit Capture checks?

Response: Yes.

7. Question: Demandstar – Banking Services, Page 20, 2, c, 5, i How many accounts or lines of business are setup for E-BOX (e Lockbox) services?

Response: Cash Pool G – Water is set up for E-Box services. The County may elect to expand this service in the future.

8. Question: Pricing and Earnings Credit & Glossary, Tab EX A-1, Row 32, 36, 61 – What is the unit of measure?

Response:

Tab EX A-1

See additional detail for charges on the Glossary tab within the same Excel document.

Row 32 – Branch Deposit Post Verify – Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag.

Row 36 – Cash Vault Currency/Coin Deposited – Billed on a per dollar deposited basis.

Row 61 – Currency Furnished by WF Branch – Per dollar fee for currency furnished by Wells Fargo branch.

9. Question: Pricing and Earnings Credit & Glossary, Tab EX A-1– Row 90, 91 – What is the source of the checks in these two rows?

Response:

See additional detail for charges on the Glossary tab within the same Excel document.

Row 90 – WF Elec Deposit – Deposited item - Encoded electronically deposited checks deposited via Electronic Cash Letter drawn on banks in other parts of the U.S. outside the region where deposited.

Row 91 – WF Elec Deposit – Deposited item on us - Charge per item for electronically deposited checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank 1210-0024-8 routing/transit number via Electronic Cash Letter.

10. Question: Pricing and Earnings Credit & Glossary, Tab EX A-7, Row 21- 28 – What is the unit of measure?

Response:

See additional detail for charges on the Glossary tab within the same Excel document.

Row 21 – Cash Vault Cash Order-Touchtone - Per order charge for custom currency/coin order made via touch-tone telephone.

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Row 22 – Cash Vault Coin Furnished – Rolled - Per roll charge for individual rolls of coin furnished by a WFSC vault.

Row 23 – Cash Vault Currency Furnished - Billed on a per dollar furnished basis.

Row 24 – Cash Vault Currency Furn-Nonstd - Billed on a per dollar furnished basis.

Row 25 - Cash Vault Currency/Coin Deposited - Billed on a per dollar deposited basis.

Row 26 – Cash Vault Deposit Adjustment - Per adjustment charge for each adjustment made to depository account when verified cash total does not equal the declared cash total on deposit ticket.

Row 27 – Cash Vault Deposit Cash and Check - Fee for customers depositing cash and checks on one deposit.

Row 28 – Cash Vault Monthly Base - Cash Vault base fee per profile active in the billing month

11. Question: Pricing and Earnings Credit & Glossary, Tab EX B-1 - What is printing & supplies – vendor?

Response: This is a pass thru charge from a third party supply vendor (i.e. Superior Press, Harland Clarke) for check or deposit ticket printing or other vendor supplies.

12. Question: Exhibit E – Services Agreement, Exhibit E, Page 15 - While Exhibit E is a Word doc that is 15 pages in length, at the end of the doc, Exhibit E states “page 15 of 58.” Are there remaining pages that are missing?

Response: No. The Services Agreement is 15 pages.

13. Question: Please confirm whether Attachment A and the accompanying documents are all that needs to be submitted as part of the response to Step 1.

Response: Yes. Attachment A and accompanying documents are to be submitted for Step One.

14. Question: 2. Please confirm whether the County would like to receive Attachment A in Excel format only or if it would be acceptable for us to embed the table within a pdf document with the accompanying information requested?

Response: Excel is the preferred method of receipt of Attachment A.

15. Question: Please confirm the County wishes to receive 7 hard copies and 6 USB drives with 6 electronic copies of the response to Step 1.

Response: No. Please provide two (2) hard copies and one (1) electronic copy of response to Step One.

16. Question: Since Step 1 is due on October 31st, when do you anticipate we will receive responses to the questions posed by all bidders will be posted or shared online?

Response: All questions posed have been answered via Addendum No. 1. No further questions will be answered for Step 1.

17. Question: Can you please clarify what you are referring to on #7 of the Minimum Requirement Eligibility Form when you state “participation in funding public projects”. Are you referring to projects where the Bank provides funds directly to the County or State for a specific project? Or are you referring to projects that the Bank funds indirectly through loans to our clients? Please give us an example of exactly what “participation” means and what specifics you are requesting.

Response: Examples of participation in funding public projects may vary but could include the following:

- Community development lending
- Community development Investing
- Community donations and volunteering

18. ACH Credits: Who is receiving the funds/Why are funds sent?

Response: The County sends funds to employees, vendors, governmental entities to pay amounts due. The County receives funds from governmental entities, customers and employees for amounts due.

19. ACH Debits: Who is being drafted/Why are funds collected?

Response: The County sends funds to employees, vendors, governmental entities to pay amounts due. The County receives funds from governmental entities, customers and employees for amounts due.

20. ACH Exposure: In order to determine the ACH limit, we need to know the total dollar amount of ACH you will send over a three-day period. We need to know this limit for credits and for debits separately.

Response: The ACH payments may greatly vary during the year. Attached is the detail from the last fiscal year for the Board and Clerk operating and payroll accounts. Detail provided from the month of September for the Clerk's remittance and general account. (Attachment A)

21. The County mentions they send wires in various forms: one of the methods is faxed wires; can you confirm you complete / execute wires with Wells Fargo utilizing a fax procedure.

Response: The County does not utilize a fax to initiate a wire transfer with the most recent banking agreement. Please provide various methods available to the County for wire transfers.

22. On the RDC section: The scanner the County uses is compatible. What time do you currently scan deposits until on a daily basis (please be specific on the latest time a remote deposit is made).

Response: Regular business hours are from 8:00 A.M. to 5:00 P.M.

23. Please provide more details regarding the retention policy for checks converted to ACH or processed via remote deposit capture. Is the county requiring ACH conversion services with the Remote deposit Capture service?

Response: Currently remote deposits are not converted to ACH.

24. Does the county use a physical endorsement feature when scanning checks today or are they using a virtual endorsement feature?

Response: A physical endorsement is used.

25. Does the service allow the ability to print processing details (processing site, workstation, user) on scanned checks? If so, discuss any limits on the types or amount of information that can be printed and/or the placement of the printed information on the check.

Response: No, the County does not have the ability based on the scanner used at this time.

26. How is the County endorsing checks that are deposited via remote deposit / scanned deposits. Please provide more details on physical versus virtual endorsements.

Response: A physical endorsement is used.

27. Can you be more specific regarding your requirement for return file for checks?

Response: Additional information is required to answer this question. Please specify the page number and section this item is referring to.

28. Please provide more information regarding the relationship with Intuition. Will this entity stay as the County's lockbox provider? What lockbox services are you seeking from your new banking partner? Is the County looking for their new banking partner to take an Image Cash Letter from Intuition in lieu of having the lockbox service with the new banking partner?

Response: At this time, the County intends to remain with this lockbox provider (see page 22 section 5a under "current state"). On page 22 section 5b under "additional information", additional information is provided on the relationship and information requested.

29. Please clarify that your requirements would be for the lockbox processor to entry data directly into a County owned accounting system?

Response:

Animal Services – The lockbox provider does not enter information into the County owned accounting system. The provider enters items into a web-based database (Pet Health/Pet Point) that the County provides access to.

Utilities – The lockbox provider does not enter payments directly into the County's accounting system. The payments are collected by the lockbox provider in a file that posts to the Utilities Customer Information System daily via a programmed interface.

EMS – Provider does not enter data directly into a County owned accounting system.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 42 under Addendum No.1 and return with completed proposal package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director, Purchasing and Risk Management

As Of Date	Account Name	Debit Amount	Credit Amount	Entry Class Code
2019/09/30	PINELLAS CO CLERK	2,348,127.33	0.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	369,712.99	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	70,150.68	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	35,595.14	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	26,855.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	12,280.25	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	9,878.50	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	9,071.50	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	6,014.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	5,395.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	4,559.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	4,501.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	3,050.00	CTX
2019/09/30	GENERALCLERK ACCTG	0.00	2,805.03	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	2,095.77	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	1,973.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	917.14	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	750.00	CTX
2019/09/30	GENERALCLERK ACCTG	0.00	413.20	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	285.12	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	181.78	PPD
2019/09/30	GENERALCLERK ACCTG	0.00	178.31	PPD
2019/09/30	GENERALCLERK ACCTG	0.00	96.26	PPD
2019/09/30	GENERALCLERK ACCTG	0.00	17.75	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	15.00	CCD
2019/09/30	GENERALCLERK ACCTG	0.00	0.49	DDA
2019/09/30	GENERALCLERK ACCTG	9,896.96	0.00	PPD
2019/09/30	GENERALCLERK ACCTG	0.49	0.00	DDA
2019/09/27	GENERALCLERK ACCTG	0.00	277,620.02	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	30,576.51	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	22,003.17	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	14,277.40	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	9,600.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	9,463.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	8,329.50	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	3,190.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	2,675.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	2,625.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	1,575.50	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	1,513.00	CTX
2019/09/27	GENERALCLERK ACCTG	0.00	1,351.67	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	648.76	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	548.68	PPD
2019/09/27	GENERALCLERK ACCTG	0.00	531.71	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	478.50	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	365.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	340.00	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	125.84	PPD
2019/09/27	GENERALCLERK ACCTG	0.00	54.50	CCD
2019/09/27	GENERALCLERK ACCTG	0.00	38.55	PPD
2019/09/27	GENERALCLERK ACCTG	19,235.58	0.00	PPD
2019/09/26	GENERALCLERK ACCTG	0.00	440,641.27	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	31,703.66	CCD

2019/09/26	GENERALCLERK ACCTG	0.00	22,797.08	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	15,680.50	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	12,451.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	12,054.85	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	6,198.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	5,739.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	4,021.15	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	3,011.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	2,512.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	2,438.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	2,254.16	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	1,470.33	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	1,251.00	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	650.00	CTX
2019/09/26	GENERALCLERK ACCTG	0.00	385.59	PPD
2019/09/26	GENERALCLERK ACCTG	0.00	268.41	CCD
2019/09/26	GENERALCLERK ACCTG	0.00	224.61	PPD
2019/09/26	GENERALCLERK ACCTG	0.00	6.46	PPD
2019/09/26	GENERALCLERK ACCTG	0.00	4.75	CCD
2019/09/26	GENERALCLERK ACCTG	20,636.06	0.00	PPD
2019/09/25	GENERALCLERK ACCTG	0.00	374,492.74	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	56,303.27	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	43,023.66	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	18,480.50	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	15,329.01	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	14,922.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	10,555.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	8,809.50	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	8,000.00	CTX
2019/09/25	GENERALCLERK ACCTG	0.00	4,118.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	3,298.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	2,795.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	2,101.44	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	1,885.51	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	1,531.00	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	1,250.00	CTX
2019/09/25	GENERALCLERK ACCTG	0.00	868.55	PPD
2019/09/25	GENERALCLERK ACCTG	0.00	562.50	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	485.93	CCD
2019/09/25	GENERALCLERK ACCTG	0.00	329.26	PPD
2019/09/25	GENERALCLERK ACCTG	0.00	119.04	PPD
2019/09/25	GENERALCLERK ACCTG	0.00	3.00	CCD
2019/09/25	GENERALCLERK ACCTG	655.00	0.00	PPD
2019/09/24	PINELLAS CO CLERK	10,000.00	0.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	433,445.65	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	36,664.86	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	15,677.45	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	8,154.21	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	8,064.05	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	7,058.50	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	6,995.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	6,700.50	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	5,781.23	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	5,213.44	CCD

2019/09/24	GENERALCLERK ACCTG	0.00	4,618.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	3,543.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	2,646.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	1,780.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	1,354.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	861.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	752.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	723.83	PPD
2019/09/24	GENERALCLERK ACCTG	0.00	582.98	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	380.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	291.43	PPD
2019/09/24	GENERALCLERK ACCTG	0.00	80.00	CCD
2019/09/24	GENERALCLERK ACCTG	0.00	30.00	CCD
2019/09/24	GENERALCLERK ACCTG	1,271.97	0.00	PPD
2019/09/23	PINELLAS CO CLERK	3,249,165.18	0.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	247,529.40	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	38,320.20	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	22,150.54	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	13,307.18	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	11,615.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	6,660.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	6,343.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	4,794.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	4,055.00	CTX
2019/09/23	GENERALCLERK ACCTG	0.00	3,585.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	3,239.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	2,902.41	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	2,387.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	1,697.49	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	1,234.00	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	550.05	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	513.00	CTX
2019/09/23	GENERALCLERK ACCTG	0.00	358.75	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	320.00	CTX
2019/09/23	GENERALCLERK ACCTG	0.00	279.74	CCD
2019/09/23	GENERALCLERK ACCTG	0.00	276.88	PPD
2019/09/23	GENERALCLERK ACCTG	0.00	122.46	PPD
2019/09/23	GENERALCLERK ACCTG	0.00	109.90	PPD
2019/09/23	GENERALCLERK ACCTG	2,438.00	0.00	PPD
2019/09/20	GENERALCLERK ACCTG	0.00	328,323.79	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	33,768.27	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	21,934.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	17,915.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	12,278.71	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	11,432.01	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	10,883.50	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	9,445.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	5,500.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	3,513.00	CTX
2019/09/20	GENERALCLERK ACCTG	0.00	3,288.74	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	3,124.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	2,961.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	1,013.00	CCD
2019/09/20	GENERALCLERK ACCTG	0.00	830.00	CCD

2019/09/20	GENERALCLERK ACCTG	0.00	820.62 CCD
2019/09/20	GENERALCLERK ACCTG	0.00	504.51 PPD
2019/09/20	GENERALCLERK ACCTG	0.00	302.70 CCD
2019/09/20	GENERALCLERK ACCTG	0.00	290.00 CCD
2019/09/20	GENERALCLERK ACCTG	0.00	91.03 PPD
2019/09/20	GENERALCLERK ACCTG	0.00	24.65 PPD
2019/09/20	GENERALCLERK ACCTG	0.00	3.75 CCD
2019/09/20	GENERALCLERK ACCTG	43,807.04	0.00 PPD
2019/09/19	GENERALCLERK ACCTG	0.00	304,575.54 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	40,500.95 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	19,891.95 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	19,362.50 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	17,645.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	15,457.71 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	13,887.50 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	13,628.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	3,416.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	2,399.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	2,379.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	1,526.00 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	1,135.13 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	911.98 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	600.00 CTX
2019/09/19	GENERALCLERK ACCTG	0.00	434.32 PPD
2019/09/19	GENERALCLERK ACCTG	0.00	381.56 CCD
2019/09/19	GENERALCLERK ACCTG	0.00	235.50 PPD
2019/09/19	GENERALCLERK ACCTG	0.00	130.48 PPD
2019/09/19	GENERALCLERK ACCTG	0.00	3.75 CCD
2019/09/19	GENERALCLERK ACCTG	12,152.23	0.00 PPD
2019/09/18	GENERALCLERK ACCTG	0.00	395,747.56 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	41,936.05 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	19,657.55 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	13,999.83 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	10,823.50 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	7,755.00 CTX
2019/09/18	GENERALCLERK ACCTG	0.00	7,390.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	7,216.50 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	2,953.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	2,728.87 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	2,677.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	2,149.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	1,558.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	1,121.69 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	765.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	624.18 PPD
2019/09/18	GENERALCLERK ACCTG	0.00	500.29 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	267.61 PPD
2019/09/18	GENERALCLERK ACCTG	0.00	50.00 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	28.50 CCD
2019/09/18	GENERALCLERK ACCTG	0.00	0.01 PPD
2019/09/18	GENERALCLERK ACCTG	5,360.15	0.00 PPD
2019/09/17	GENERALCLERK ACCTG	0.00	286,485.00 CCD
2019/09/17	GENERALCLERK ACCTG	0.00	56,204.18 CCD
2019/09/17	GENERALCLERK ACCTG	0.00	22,325.31 CCD

2019/09/17	GENERALCLERK ACCTG	0.00	20,666.37	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	13,549.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	12,059.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	10,899.50	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	8,616.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	8,167.88	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	8,002.52	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	6,846.47	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	4,576.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	2,349.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	2,078.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	1,634.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	1,252.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	1,004.98	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	889.50	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	607.32	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	424.97	PPD
2019/09/17	GENERALCLERK ACCTG	0.00	324.27	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	168.50	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	155.32	PPD
2019/09/17	GENERALCLERK ACCTG	0.00	120.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	102.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	47.65	PPD
2019/09/17	GENERALCLERK ACCTG	0.00	37.00	CCD
2019/09/17	GENERALCLERK ACCTG	0.00	2.00	CCD
2019/09/17	GENERALCLERK ACCTG	4,882.00	0.00	PPD
2019/09/16	PINELLAS CO CLERK	2,348,316.56	0.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	303,526.58	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	34,148.97	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	26,863.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	12,544.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	9,900.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	9,195.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	8,503.09	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	8,243.50	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	6,600.00	CTX
2019/09/16	GENERALCLERK ACCTG	0.00	5,778.67	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	4,526.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	4,249.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	2,200.00	CTX
2019/09/16	GENERALCLERK ACCTG	0.00	2,009.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	455.87	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	438.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	421.05	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	317.56	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	278.94	PPD
2019/09/16	GENERALCLERK ACCTG	0.00	165.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	107.82	PPD
2019/09/16	GENERALCLERK ACCTG	0.00	60.00	CCD
2019/09/16	GENERALCLERK ACCTG	0.00	7.38	PPD
2019/09/16	GENERALCLERK ACCTG	1,116.88	0.00	PPD
2019/09/13	GENERALCLERK ACCTG	0.00	1,218,834.52	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	33,461.35	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	18,364.86	CCD

2019/09/13	GENERALCLERK ACCTG	0.00	10,779.74	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	9,409.35	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	6,197.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	4,617.43	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	3,819.50	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	3,450.00	CTX
2019/09/13	GENERALCLERK ACCTG	0.00	3,404.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	2,161.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	1,764.68	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	1,684.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	1,275.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	965.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	573.10	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	441.19	PPD
2019/09/13	GENERALCLERK ACCTG	0.00	360.00	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	269.10	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	252.01	CCD
2019/09/13	GENERALCLERK ACCTG	0.00	147.71	PPD
2019/09/13	GENERALCLERK ACCTG	0.00	21.00	PPD
2019/09/13	GENERALCLERK ACCTG	1,820.01	0.00	PPD
2019/09/12	GENERALCLERK ACCTG	0.00	719,548.67	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	39,410.55	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	33,252.55	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	11,999.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	11,075.38	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	10,234.85	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	9,479.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	6,457.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	5,884.50	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	4,400.00	CTX
2019/09/12	GENERALCLERK ACCTG	0.00	2,940.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	2,824.84	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	1,596.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	1,563.00	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	373.88	PPD
2019/09/12	GENERALCLERK ACCTG	0.00	291.54	PPD
2019/09/12	GENERALCLERK ACCTG	0.00	245.25	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	207.82	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	148.60	PPD
2019/09/12	GENERALCLERK ACCTG	0.00	53.75	CCD
2019/09/12	GENERALCLERK ACCTG	0.00	6.75	CCD
2019/09/12	GENERALCLERK ACCTG	78,806.95	0.00	CCD
2019/09/12	GENERALCLERK ACCTG	3,741.96	0.00	PPD
2019/09/11	GENERALCLERK ACCTG	0.00	259,321.31	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	48,388.46	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	31,238.17	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	14,818.79	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	10,974.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	10,084.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	9,850.00	CTX
2019/09/11	GENERALCLERK ACCTG	0.00	7,509.50	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	3,560.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	3,135.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	2,064.00	CCD

2019/09/11	GENERALCLERK ACCTG	0.00	1,410.67	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	1,194.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	1,103.76	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	1,020.00	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	783.33	PPD
2019/09/11	GENERALCLERK ACCTG	0.00	342.45	CCD
2019/09/11	GENERALCLERK ACCTG	0.00	331.93	PPD
2019/09/11	GENERALCLERK ACCTG	0.00	48.36	PPD
2019/09/11	GENERALCLERK ACCTG	0.00	20.00	CCD
2019/09/11	GENERALCLERK ACCTG	566,401.48	0.00	CCD
2019/09/11	GENERALCLERK ACCTG	97,495.91	0.00	CCD
2019/09/11	GENERALCLERK ACCTG	2,930.21	0.00	PPD
2019/09/10	PINELLAS CO CLERK	1,207,439.79	0.00	CCD
2019/09/10	PINELLAS CO CLERK	7,827.50	0.00	WEB
2019/09/10	GENERALCLERK ACCTG	0.00	366,623.35	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	49,181.78	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	44,959.22	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	17,013.80	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	11,084.50	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	8,833.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	7,941.34	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	6,672.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	5,821.06	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	5,782.77	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	4,290.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	3,565.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	2,480.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	1,957.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	1,909.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	767.00	PPD
2019/09/10	GENERALCLERK ACCTG	0.00	746.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	693.75	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	627.02	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	350.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	179.09	PPD
2019/09/10	GENERALCLERK ACCTG	0.00	62.49	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	60.00	CCD
2019/09/10	GENERALCLERK ACCTG	0.00	25.75	CCD
2019/09/10	GENERALCLERK ACCTG	1,600.00	0.00	PPD
2019/09/09	PINELLAS CO CLERK	3,259,005.55	0.00	CCD
2019/09/09	PINELLAS CO CLERK	33,386.00	0.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	237,896.21	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	36,972.75	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	31,134.12	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	14,306.29	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	10,750.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	9,011.50	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	8,553.35	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	4,297.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	3,590.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	3,557.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	3,393.00	CCD
2019/09/09	GENERALCLERK ACCTG	0.00	3,150.00	CTX
2019/09/09	GENERALCLERK ACCTG	0.00	1,785.81	CCD

2019/09/09	GENERALCLERK ACCTG	0.00	801.36 PPD
2019/09/09	GENERALCLERK ACCTG	0.00	763.50 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	500.00 CTX
2019/09/09	GENERALCLERK ACCTG	0.00	287.85 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	243.01 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	227.23 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	187.50 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	157.56 PPD
2019/09/09	GENERALCLERK ACCTG	0.00	26.50 CCD
2019/09/09	GENERALCLERK ACCTG	0.00	0.02 PPD
2019/09/09	GENERALCLERK ACCTG	4,821.77	0.00 PPD
2019/09/06	GENERALCLERK ACCTG	0.00	351,236.55 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	48,927.78 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	14,345.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	12,892.73 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	12,505.68 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	7,912.70 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	4,608.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	4,230.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	3,381.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	3,335.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	2,539.14 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	2,455.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	2,121.00 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	1,300.00 CTX
2019/09/06	GENERALCLERK ACCTG	0.00	1,159.75 PPD
2019/09/06	GENERALCLERK ACCTG	0.00	526.74 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	510.28 PPD
2019/09/06	GENERALCLERK ACCTG	0.00	330.48 PPD
2019/09/06	GENERALCLERK ACCTG	0.00	231.97 CCD
2019/09/06	GENERALCLERK ACCTG	0.00	9.75 CCD
2019/09/06	GENERALCLERK ACCTG	3,875.25	0.00 PPD
2019/09/05	GENERALCLERK ACCTG	0.00	771,930.42 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	37,628.11 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	19,232.14 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	17,525.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	15,026.78 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	11,303.50 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	9,511.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	6,649.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	5,027.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	4,352.10 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	2,547.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	1,694.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	1,500.00 CTX
2019/09/05	GENERALCLERK ACCTG	0.00	1,440.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	1,212.70 PPD
2019/09/05	GENERALCLERK ACCTG	0.00	936.87 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	571.24 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	413.75 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	399.29 PPD
2019/09/05	GENERALCLERK ACCTG	0.00	321.00 CCD
2019/09/05	GENERALCLERK ACCTG	0.00	48.01 PPD
2019/09/05	GENERALCLERK ACCTG	0.00	26.25 CCD

2019/09/05	GENERALCLERK ACCTG	12,068.57	0.00 PPD
2019/09/04	GENERALCLERK ACCTG	0.00	1,094,536.22 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	56,131.52 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	46,292.79 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	14,895.75 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	14,728.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	13,015.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	11,271.66 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	9,723.67 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	8,450.00 CTX
2019/09/04	GENERALCLERK ACCTG	0.00	8,424.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	6,728.41 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	5,532.27 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	4,659.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	3,916.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	2,022.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	1,672.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	1,446.03 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	1,103.26 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	655.69 PPD
2019/09/04	GENERALCLERK ACCTG	0.00	655.30 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	511.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	355.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	191.35 PPD
2019/09/04	GENERALCLERK ACCTG	0.00	130.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	30.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	11.63 PPD
2019/09/04	GENERALCLERK ACCTG	0.00	10.00 CCD
2019/09/04	GENERALCLERK ACCTG	0.00	3.75 CCD
2019/09/04	GENERALCLERK ACCTG	800.00	0.00 PPD
2019/09/03	PINELLAS CO CLERK	2,847,553.00	0.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	323,930.15 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	44,214.32 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	35,363.05 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	15,050.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	11,600.78 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	5,417.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	5,400.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	5,391.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	4,687.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	3,300.00 CTX
2019/09/03	GENERALCLERK ACCTG	0.00	2,749.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	2,154.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	1,933.50 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	1,131.00 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	750.00 CTX
2019/09/03	GENERALCLERK ACCTG	0.00	389.69 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	350.85 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	332.97 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	321.04 PPD
2019/09/03	GENERALCLERK ACCTG	0.00	197.76 CCD
2019/09/03	GENERALCLERK ACCTG	0.00	126.26 PPD
2019/09/03	GENERALCLERK ACCTG	0.00	14.02 PPD
2019/09/03	GENERALCLERK ACCTG	0.00	3.00 CCD

2019/09/03	GENERALCLERK ACCTG	3,311.69	0.00 PPD
2019/09/03	GENERALCLERK ACCTG	457.38	0.00 CCD

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO.: 189-0463-P (LN)

BID TITLE: BANKING SERVICES



**DUE DATE/TIME: STEP ONE: OCTOBER 31, 2019 @ 3:00 p.m.
STEP TWO: DECEMBER 10, 2019 @ 3:00 p.m.**

**SUBMITTED BY: _____
(Name of Company)**

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756

Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm), from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">REQUEST FOR PROPOSAL</h1>
ISSUE DATE: October 15, 2019	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: BANKING SERVICES	
SUBMITTAL DUE: STEP ONE: October 31, 2019 @ 3:00 P.M. STEP TWO: December 10, 2019 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	RFP NUMBER: 189-0463-P(LN) PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
STEP ONE DEADLINE FOR WRITTEN QUESTIONS: October 21, 2019 BY 3:00 P.M. STEP TWO DEADLINE FOR WRITTEN QUESTIONS: December 2, 2019 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: 727/464-3925	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 <hr/> Merry Celeste, CPPB Division Director Purchasing and Risk Management

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: () _____ **FAX:** () _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

CONTACT NAME: _____

_____ **FEIN#** _____
 Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the attached Standard Services Agreement (hereafter "Services Agreement") must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 21. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (email or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. ALTERNATES:

Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS

6. **EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. **COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. **ORAL PRESENTATION:**

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. **CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. **LATE PROPOSAL OR MODIFICATIONS:**

Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

SECTION A – GENERAL CONDITIONS

12. **PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**
Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
13. **JOINT VENTURES:**
All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.
14. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
15. **COLLUSION:**
The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
16. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.
17. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.
18. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.

SECTION A – GENERAL CONDITIONS

19. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

20. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

SECTION A – GENERAL CONDITIONS**23. PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County’s non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

SECTION A – GENERAL CONDITIONS

24. **LOBBYING:**

Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

SECTION A – GENERAL CONDITIONS

- (e) *Lobbying*. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits*. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve*. The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision*.
 - (1) The protesting party may request a review of the Director's decision to the County Administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 - (2) The County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- (i) *Stay of Procurement During Protests*. There shall be no stay of procurement during protests.

26. PUBLIC RECORDS – CONTRACTOR'S DUTY

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B – SPECIAL CONDITIONS

Proposal Title: BANKING SERVICES
Proposal Number: 189-0463-P(LN)

1. INTENT:

This Request for Proposal (RFP) is to award a contract to a banking institution that can offer the highest quality comprehensive banking and treasury management services at the lowest cost to the citizens of Pinellas County. It is the intent of the Board of County Commissioners (the "Board") and the Clerk of the Circuit Court and Comptroller (the "Clerk") collectively, "the County", to enter into separate service agreements with a single bank for all requested services for the life of the contract. The current banking services agreements with Wells Fargo expire February 29, 2020.

Step One – Proposers shall first complete and submit Minimum Eligibility Requirements Form, (Attachment A) and submit in a sealed envelope by the due date and time for Step One. Proposer must PASS all Step One Minimum Requirements to move to Step Two.

Step One submittals will be reviewed by the County using pass or fail criteria. Proposers authorized to submit Step Two will be notified via an Addendum. Proposals for Step Two will only be accepted from proposers listed in the Addendum.

Step Two – Proposers accepted in the Addendum shall submit the remaining requirements of this Request for Proposal by due date and time for Step Two.

2. PROPOSAL REQUIREMENTS:

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a) A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b) A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c) A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
- d) The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 5 of this RFP, Proposer shall specify time, materials, and unit prices as outlined on Exhibits A, B & C. Additional costs not previously approved or authorized in writing by the County will not be paid.
- e) A separate summary of proposed web-based banking functionality.
- f) Any exceptions to any section of this RFP or the Services Agreement, subject to the provisions of Sections A(1)(c) and (21). (Exhibit D)

3. TERM OF SERVICES AGREEMENT:

Duration of the contract shall be for the period of sixty (60) months from the date of execution of the agreement unless otherwise indicated.

4. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for one twenty-four (24) month period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing and the Pinellas County Clerk of Circuit Court.

SECTION B – SPECIAL CONDITIONS

5. SUBCONTRACTING/ASSIGNMENT:

Contractor shall provide and be responsible for the Services required by this Agreement directly or through its suppliers, and no assignment or subcontracting of the Services shall be allowed without the prior written consent of the County except as provided in the RFP and Proposal with respect to lockbox services provided by Intuition Systems, Inc./Bill2Pay;; provided, however, that a contractual or other arrangement between Contractor and another person or entity relating to the outsourcing of services or functions which are not specific to those provided to the County under this Agreement (for example, services which Contractor makes available to applicable customers generally) will not be deemed a subcontract or assignment for any purpose under this Agreement, and the person or entity that is a party to such an arrangement with Contractor will not be deemed a subcontractor or assignee for any purposes under this Agreement.

6. FEES AND EXPENSES:

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- other consulting services
- special presentations
- regular and certified postage
- computer/software
- equipment and usage
- telephone charges
- emails
- electronic data transmission fees
- standard copier usage
- fax charges
- travel, per diem and lodging charges, unless otherwise agreed to by the County in the Services Agreement

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061, and/or County Travel Policy, as approved by the County.

7. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
October 15, 2019	Advertising & Publishing RFP
October 21, 2019	Step One - Deadline for Questions/Clarifications
October 31, 2019	Step One – Minimum Requirements Eligibility due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
November 8, 2019	Step One – Addenda issued of qualified firms to move to Step Two and Proposal submittal due date provided.
December 2 2019	Step Two – Deadline for Questions/Clarifications
December 10, 2019	Step Two – Proposals due in Purchasing by 3:00 P.M. Public bid opening to follow immediately.
TBD	Evaluation of Proposals – Public Meeting
TBD	Recommendation to Purchasing
TBD	Submit recommendation to Board of County Commissioners for Award of Contract

8. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original paper document, seven (7) paper copies, and six (6) electronic media copies on Travel Drives in PDF format and pricing in EXCEL format. The preferred method is PDF conversion from the Proposer’s source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

SECTION B – SPECIAL CONDITIONS**Instructions for Providing Files in PDF Format to Pinellas County Government****Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**

The recommended Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

- b) Proposer shall email certificate that is compliant with the insurance requirements to **Lucy Nowacki at Lnowacki@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the proposer or their agent prior to the expiration date.
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (1) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Professional Liability (Errors and Omissions) Insurance – Bankers Professional Liability and Directors and Officers with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits(Average balance of over \$225,000,000.00)

Each Occurrence or Claim	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits (Average balance of over \$225,000,000.00)

Each Occurrence	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (5) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits (Average balance of over \$225,000,000.00)

Each Occurrence	\$ 100,000,000.00
General Aggregate	\$ 100,000,000.00

SECTION D – VENDOR REFERENCES

Proposal Title: BANKING SERVICES

Proposal Number: 189-0463-P(LN)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

Proposal Title: BANKING SERVICES
Proposal Number: 189-0463-P(LN)

1. OBJECTIVE:

The County desires to achieve customer friendly, secure, reliable, cost effective, and efficient processing of the County banking services with a financial partner who demonstrates a commitment to technology enhancements, safety of principle, earnings potential, and availability of funds for their clients.

Services Excluded From This Request For Proposal:

Confirm bank's understanding of services excluded from this RFP which shall include the following:

- a) Automatic teller machines (ATM) currently provided at the Courthouse and the St. Petersburg / Clearwater International Airport. The awarded bank may provide ATM service at other locations at no cost to the County.
- b) Purchasing card services (currently with Bank of America).
- c) Armored Car Services (currently with MidFlorida Armored & ATM Services).
- d) ePayables - The Board and Clerk currently provide payable payment services through Bank of America under a separate contract for selected vendors, which are not part of this Request for Proposal.
- e) The County currently maintains balances with other banks for diversification and to generate additional yield (currently BB&T & BankUnited). The County anticipates continuing these relationships outside of this Banking Services arrangement.
- f) Banking custodial services, which by the nature of the work involved, will be provided by a separate institution.
- g) The County reserves the right to eliminate any individual service contained in the proposal, for any reason.

2. ANTICIPATED SERVICE PERIOD:

The current banking contract will be extended one (1) year from the current expiration date with a sixty (60) day termination clause. Should a new provider be selected, implementation is anticipated to occur within six (6) to nine (9) months of contract execution.

STANDARD SERVICES AGREEMENT - The awarded proposer will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be allowed.

3. HISTORY:

Bank Attachments associated with RFP for informational purposes found at FTPS site:

<https://files.pinellascounty.org/purchasing>

County's Current accounts are listed below. These accounts shall also be maintained as part of this proposal:

- a) The Board currently has ten separate accounts described as follows:

	<u>Monthly Average Balances</u>
Pool A-1: General Account	\$86,000,000
Pool A-2: Payroll (Disbursement) Account	1,200,000
Pool B-2: Imprest Account (General Disbursement)	8,700,000
Pool F-1: Airport Account	5,400,000
Pool G: Water System	11,000,000
Pool H: Sewer System	5,500,000
EMS Lockbox Account	2,100,000

SECTION E – SCOPE OF WORK

Pool J: Solid Waste	6,800,000
Flexible Spending Account	260,000
EMS Credit Cards (clearing account)	26,000

b) The Clerk currently has 4 separate accounts, described as follows:

Operating Account (General Disbursement)	\$7,000,000
Payroll Account (Disbursement)	83,000
Remittance Account	1,000,000
General Account	42,000,000

See Exhibit G for a summary of all accounts with the required services per account and the account relationships.

4. **SCOPE OF WORK:**

A. **Contract Management** - The County shall name a contract manager and an administrator for Treasury, Remote Deposit, Lockbox, and Web services which shall be the contact for the Banking Relationship Manager.

Information to confirm or provide:

- a) Proposer must have adequate resources and capability to meet or exceed all banking services required under this RFP. Confirm your bank has the necessary team, experience, understanding of accounts, and commitment to customer service to meet the requirements of this RFP and the County's needs.
- b) Describe your bank's experience in providing similar services to similar government entities.
- c) Provide the County with the Banking Relationship Team and their relevant experience. This team should include a Relationship Manager, and specifically identify other functional team members for the project team. Please provide the names of the members of the account services team to be assigned to the County including any subcontractors, their roles and responsibilities and their relationship to the other members of the team. A resume of each member of the account team should be included and the overall relationship/project manager should be identified. The location and time of accessibility of the customer support team for cash management and web based technology should also be included.
- d) Provide a proposed performance review program for services under this proposal. At a minimum the program should have at least, an annual meeting to review program performance including:
 - I. Bank shall present a report with average quarterly fees by type and bank account.
 - II. Bank shall recommend changes in products and procedures to reduce overall fees on the accounts.
 - III. Bank shall review best practices in the banking industry.
 - IV. Bank shall review and recommend system security to optimize controls within all banking applications.

B) Collection and Deposit Services

Collection and deposit services include, but is not limited to, ACH and wire transfers in, cash vault deposits, branch deposits (coin, currency and paper checks), remote deposits, electronically deposited checks, lockbox and E-Box deposits. Other related services include deposit reconciliation service, deposit adjustments, return item reporting/chargeback, and image retrieval.

SECTION E – SCOPE OF WORK

1) Availability of Funds**Current State:**

- a) Deposits are made periodically during the business day (9:00 a.m. to 4:00 p.m. or later depending on the bank hours) to a designated cashier or location mutually agreed on by the County and the bank for same day ledger credit.
- b) The County's accounts are credited for incoming wire transfers with same day credit regardless of time of receipt during the day. Wires received by 6:00 p.m. cutoff will be treated as collected funds for that day and considered part of the overnight investment program.

Additional information:

- a) If proposer has adopted an earlier cutoff time than 4:00 p.m. for daily ledger credit, note the exception on **Exhibit D**.
- b) All other deposits will be based on the awarded bank's "availability schedule". Awarded bank must notify the designated banking contract manager in writing of any changes to the schedule. The County reserves the right to periodically receive a detailed transaction analysis report in order to audit the awarded bank's compliance with the existing "availability schedule".

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a detailed description of the proposed service.
- c) Provide a copy of the bank's current "Availability Schedule". Describe whether availability policies differ from the Federal Reserve Bank availability schedule.

2) ACH and Wire Transfers In - The County intends to negotiate an agreement for ACH credit processing and wire transfers in.**Current State:**

- a) All ACH credits received by the bank prior to 9:00 pm are considered "available for investment" by the County.
- b) All wire transfers received by the bank by 6:00 pm are considered "available for investment" by the County.
- c) If an ACH or wire transfer is not received by the bank, as specified above, the wire transfer or ACH is traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments are made by the bank for any lost interest, as soon as possible.
- d) Reporting is available in a web-based banking system including transaction confirmation numbers.

Additional information:

- a) Customers can pay utility bills by E-Check using the Bill2Pay portal. Bill2Pay, LLC sends payments daily to the bank and corresponding customer payment file to the County.
- b) The County carefully monitors the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the Bank is at fault may constitute breach of contract and provide sufficient cause for termination of the banking service contract.
- c) Information below relates to the lockbox services provided under a separate agreement and is not an additional service required by the bank. Information on this agreement is provided within section 5) Lockbox Services.
 - i. E-Box is for customers paying online through their own bank. Upon receipt of the funds and customer payment information, the County's bank must deposit the funds on the County's behalf and provide a file which interfaces with Utilities current hosted Customer Information System (CIS) daily to provide key customer payment information.
 - ii. For all utility payment returns (check, and ACH), the bank will provide a corresponding file daily which interfaces with CIS, providing key customer payment information.

SECTION E – SCOPE OF WORK

- iii. The File Transfer Protocol (FTP) is a standard network protocol used for the transfer of computer files between a client and server on a computer network.
- iv. For Utility services, CIS auto-generates a file that is presented to the bank's secured FTP site for direct debit to the utility customer's account on the day an invoice payment is due the County. This file generates daily at 12:15 am.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.
- c) Confirm the bank's ability to utilize a File Transfer Protocol (FTP) site for placement of daily files to be picked up.
- d) Confirm the bank's ability to receive and report ACH payment messages in PPD, CCD, CCD+, TXP and CTX formats.

3) Cash Vault**Current State:**

- a) The majority of deposits are made through MidFlorida Armored & ATM Services, an armored car service that has been contracted by Pinellas County. The deposits are comprised of coin, currency and checks. The armored car service delivers to the Wells Fargo Money Center in St. Petersburg as required under the current contract, all costs related to the armored car service are paid directly by the County and are not part of this Request for Proposal.
- b) County personnel deliver other deposits to the bank branches nearest the various County offices.

Additional information:

- a) Any requirements for armored car delivery resulting in additional costs to the County will be priced as exceptions to this proposal. Please enter that information on **Exhibits A, B, C and D**.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) It is preferred the bank provide a cash vault location within Pinellas County, for large deposits that expedites timely processing of the majority of the County's deposits. If your Cash Vault is NOT located in Pinellas County, please enter that information on **Exhibit D** stating the physical address of the cash vault.
- c) Provide a map with physical addresses of all locations within Pinellas County, indicate which locations are full-service branches, including the physical address of the cash vault.
- d) Provide any special requirements for deliveries made by our armored car service provider.

4) Deposit Reconciliation Service**Current State:**

- a) The County uses 2-part deposit tickets (original to bank, copy kept with the County). The deposit slips are personalized to readily identify the location/department making the deposit. The first four (4) positions represent the department location and the last six (6) positions are for sequence control. Deposits are placed in disposable deposit bags, for delivery to the bank.

SECTION E – SCOPE OF WORK

DEPOSIT TICKET
WELLS FARGO BANK, N.A.
DATE: 02-12-2014
PINELLAS CO. BRD. OF CO. COMM
PINELLAS CO. CCC
OPERATING ACCOUNT
TOTAL DEPOSIT \$ 232.33
GN4DBK 1583761
Location: 0400042
Sequence reference: 1

- b) Deposit detail is downloaded by County staff daily from the bank's website to facilitate reconciling to the County's financial system. This download is comprised of the following detail:

A	B	C	D	E
Acct Name	As-Of Date	Credit Amt	Tran Desc	Customer Ref No
CLERKS OPERATING	2014/02/12	232.33	COMMERCIAL DEPOSIT	00109000421
CLERKS OPERATING	2014/02/12	50.00	COMMERCIAL DEPOSIT	00109000422
CLERKS OPERATING	2014/02/12	40.00	COMMERCIAL DEPOSIT	00109000423
CLERKS OPERATING	2014/02/12	40.00	COMMERCIAL DEPOSIT	00109000424
CLERKS OPERATING	2014/02/12	76,981.23	COMMERCIAL DEPOSIT	00109000425
CLERKS OPERATING	2014/02/12	29,479.63	COMMERCIAL DEPOSIT	00109000426

Additional information:

- a) The Bank must provide an electronic file (not an export from a report) with the information noted above, at a minimum, to upload to a cash management system (such as Oracle) for automated reconciliations.
- b) NSF's returned to the County must list the reason for the return. Deposit corrections must provide deposit total, deposit date, name, check number and specific item being adjusted. A copy of the particular deposit slip must accompany all deposit errors, front and back of checks, and other supporting documentation. Upon notification by the County, the expectation is that all bank errors must be corrected within 3 business days. More detail on bank adjustments is preferred.
- c) All returned checks due to insufficient funds will be automatically re-deposited by the bank a second time. Please include your charge (if any) for this item in **Exhibits A, B, and C**. Checks returned a second time would be charged to the appropriate County account(s).

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Describe your policies and, where applicable, the pricing on strapped/rolled funds, deposit bags, personalized deposit slips, and handling discrepancies. Bank needs to confirm the ability and any cost to personalize deposit slips. Please enter price information on **Exhibits A, B, and C**.
- c) Provide examples on the level of detail available to facilitate correcting/adjusting the County's records. Describe the number of days the bank has to notify the County of a deposit discrepancy or returned item relative to the original deposit date.
- d) What method will be used to notify the County of a discrepancy or returned item?
- e) Describe the number of days the County has to notify the bank of a deposit discrepancy or returned item, or any other discrepancy.

SECTION E – SCOPE OF WORK

5) Lockbox Service**Current State:**

- a) Intuition Systems, Inc. (ISI) d/b/a/ Bill2Pay is the lockbox provider under subcontract with our current banking vendor. At this time, the County intends to remain with this lockbox provider.
- b) The following departments under the Board utilize lockbox services:
 - 1) Animal Services- Animal Services lockbox activity is deposited in Pool A-1.
 - 2) Utilities - Utilities activity is deposited into Pool G.
 - 3) Emergency Medical Services (EMS). EMS is deposited into the EMS Lockbox Account. The funds deposited into the EMS Lockbox account are manually transferred to Pool A-1 approximately twice per month.

Payments are mailed to several post office boxes in the Tampa Airport facility, which are rented and paid for in the names of the various County agencies.

The costs related to the post office box rentals are paid directly by the County and are not a part of this Request for Proposal. See **Exhibit H** for current lockbox processes included in the current agreement.

- c) All lockbox charges are netted against a set Earnings Credit Rate (ECR). Account balances are maintained to generate sufficient credits to offset these charges.
- d) The bank receives an Image Cash Letter file directly from the County's lockbox provider.

Additional information:

- a) The County reserves the option to add or remove additional departments as needed during the contract term.
- b) As stated above, it is a requirement that the awarded bank enter into an agreement with our current vendor, ISI. The County would, however, like to continue to improve its lockbox transaction efficiency and effectiveness via technology improvements and electronic data information exchange. If the bank feels that there are other vendors and/or technology enhancements the County should consider that are more efficient and cost effective than the current lockbox arrangement, please provide information regarding the proposed lockbox service, technology, and a recommendation for the alternative arrangement and all associated costs in your response for Section E, Optional Services. This information will assist the County if there is a decision to automate or improve business processes via a change in lockbox vendors for one or more departments in the future. Please find additional information regarding the lockbox processes in **Exhibit H**.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) The County will require:
 - i. the successful bank to negotiate a subcontract with Intuition Systems, Inc.,
 - ii. the lockbox provider invoice/bill the bank for the monthly services, and
 - iii. the bank to pay directly for these services (based on copies of the lockbox provider's invoices/bills submitted to the bank). These same invoices will be presented to the County by the bank with each monthly banking services billing.

6) Credit Card / Electronic Processing Service**Current State:**

- a) The Board currently utilizes several vendors for electronic credit card processing services under separate agreements which are not part of this Request for Proposal. Cards accepted include Visa, MasterCard, Discover, American Express and bank debit cards, as well as eChecks. These cards are accepted both over the counter and through the credit card system via a secure payment website link hosted by the vendor.

SECTION E – SCOPE OF WORK

Information to confirm or provide:

- a) Confirm the bank's ability to work with these companies to ensure card transactions are posted timely and credited daily to the County's bank account.

7) Remote Deposit Capture**Current State:**

- a) The County utilizes remote deposit services for Board Pool A-1 General Account, Clerk's Operating and General Account to electronically deposit checks from one location, processing on average 4,000 checks annually, volumes which may be expanded during this contract. The County currently uses Digital Check Teller Scan Model TS240-100 check scanner and Wells Fargo's "Desktop Deposit" service to capture check images and data to securely transmit a file to the bank.
- b) Desktop deposit provides extended deposit deadlines for same-day ledger credit of 10:00 pm EST.

Information to confirm or provide:

- i. Please confirm the proposer's ability to meet the County's requirements (above).
- ii. Provide a detailed description of bank's remote deposit capture functionality that includes security, technical capabilities, and limitations (if any). Provide specific hardware and software specifications including quality standards, security features, cost, and indicate whether the hardware can be purchased from a third party. Describe or confirm the following items:
 - i. All deposits are processed for same day availability in the County's applicable account.
 - ii. The check and money order data and images (both front and back) are captured electronically.
 - iii. The deposits are automatically balanced, or the process for balancing deposits prior to transmitting to bank.
 - iv. The service provides separate daily electronic confirmation of deposit totals.
 - v. The service provides a unique numerical identifier, such as a batch number, for each deposit as determined by County.
 - vi. Functionality is available to download and save locally check images and related bank deposit reports.
 - vii. The service is available at least from 8 am to 5 pm on a daily basis during regular banking days to process remote deposit transmissions from the County.
 - viii. Hard copy notifications of all returned items with electronic notifications is available through the bank's online system. Identify cost for hard copy if applicable in **Exhibits A, B, and C**.
 - ix. Describe security features and appropriate internal controls such as user IDs and passwords included with the service.
 - x. The retention policy for checks converted to ACH or processed via remote deposit capture.
- iii. Identify the following:
 - i. Limitations on the number of accounts to which the County can apply deposits from each site, number of check processed, number of deposits same day.
 - ii. Ability for addition, deletion, rescanning of checks during both the correction and balancing process.
 - iii. Ability to print the County's endorsement on checks and if so, can the endorsement be customized?
 - iv. Does the service allow the ability to print processing details (processing site, workstation, user) on scanned checks? If so, discuss any limits on the types or amount of information that can be printed and/or the placement of the printed information on the check.
 - v. Process used to index imaged data including retrieval and exporting capabilities.
 - vi. Hardware and/or software system requirements including web-based communications requirements and security constraints.

SECTION E – SCOPE OF WORK

C) Disbursement Services

- 1) **Positive Pay/Payee and Teller Positive Pay** - The County desires to negotiate a positive pay/payee services agreement with the awarded bank.

Current State:

- a) The Board has two disbursement accounts and the Clerk has three disbursement accounts that will require positive pay/payee, teller positive pay and full reconciliation services.
- b) The County transmits files containing check issued information to the bank for the purpose of comparison based on the checks' serial numbers, payees and amounts, looking at either (a) any checks posted that do not have corresponding issue information (Full Reconciliation) or (b) any checks presented that do not match the issue record (Positive Pay/Payee). The County also has the ability to enter manual checks issued for inclusion in the checks-issued file through the web-based system.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide an example of your bank's positive pay/payee services agreement.
- c) Confirm that the bank has the capability to provide positive pay/payee services upon receipt from the County of a checks-issued file for all checks presented to the bank for payment, including at the teller lines. Describe any limitations in stop payment system interface with teller system.
- d) Describe, in detail, all available reconciliation services including full reconciliation, timelines, sample reports, and limitations.
- e) Describe the platform used to transmit positive pay files to the bank.
- f) Describe the positive pay and/or control pay system interface method and file types.
- g) Describe the procedures, time frame, limitations and controls involved in handling fraudulent transactions such as forgeries, alterations, and counterfeit checks.
- h) Describe the timeframes for submission of disbursement files (daily cutoff), procedure for positive pay/payee verification when the County is closed for business and file format protocols to be used.
- i) Describe the tools/controls utilized to determine transmitted files are complete and accurate.

2) Check Reconciliation**Current State:**

- a) The following accounts utilize check reconciliation service:
 - Pool A-2 Board Payroll
 - Pool B-2 Board Imprest Account
 - Clerk's Operating Account
 - Clerk's Payroll Account
 - Clerk's General Account
- b) The bank provides a file within 5 business days of the end of each month through its web-based service to allow the download of check cleared information for the previous month. This file includes the check number, amount and date paid and the bank account number paid from. The bank also provides a hard copy printout of the full check reconciliation monthly. The bank provides an electronic copy of any credit/debit advice, along with supporting documentation, immediately after being posted through web services.
- c) The bank images all paid checks, the physical checks are then stored onsite for a short time. Images are available for up to seven years after posting.
- d) The bank provides canceled check images on CD-ROM (front and back of canceled checks available), sorted by check number on a monthly basis. The CD-ROM must produce archivable quality documents.
- e) The bank returns all other items, such as debit and credit memos, the next business day electronically.

SECTION E – SCOPE OF WORK

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Describe other important features of check reconciliation services not covered above.

3) ACH and Wire Transfers Out

The County desires to negotiate an ACH services agreement for debit processing and an agreement for wire and book transfers (transfers between County accounts in the bank). The Wire Transfer Agreement must take into consideration the provisions of the Uniform Commercial Code (UCC) Article 4A.

Current State:

- a) The County disburses funds electronically through ACH and Fed wire systems on a regular basis for direct deposit of payroll, federal and state tax liabilities, payment of utility collections to municipalities, debt service payments, purchase of investment securities, collections for utility billing accounts, payments to vendors/employees, etc. The approximate number of employees for the Board is 2,240 and Clerk is 504 with 99% of the staff utilizing direct deposit.
- b) The County has the ability to execute ACH debits, wire and book transfers through the bank's web-based banking system enhanced with the ability to create and store recurring/repetitive wire and ACH instructions/templates. The system has the ability to provide addenda records in PPD, CCD, CCD+, TXP and CTX formats. The bank provides transaction confirmation numbers and accepts files for ACH payments to multiple recipients.

Additional information:

- a) The awarded bank agrees to execute all wire transfer orders within 15 minutes after notification by the County through the web-based system, by telephone, or by FAX, if necessary. Wire transfers ordered and not received by the destination party by 6:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a "failure" to consummate an investment transaction.
- b) The bank must be a sending and receiving bank of the National Automated Clearing House Association (NACHA).

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.
- c) Describe the platform used to transmit ACH files to the bank.
- d) Provide details on your bank's capability to handle out-going ACH and wire transfers (to include pre-notifications, recurring/repetitive wire instructions/templates, ability to create and store future-dated wire instructions, addenda record formats, multi-recipient payments, etc.) as well as security provisions. Also state the daily cut-off times for the County to submit transfers out (ACH and wire) and the file format protocols (e.g. payroll direct deposit), where applicable, to be used. Confirm ability for same day ACH, any limitations and any associated costs.
- e) Describe the ability of the County to monitor wire transfers online (input, approved and released)? How does this differ for wire transfers initiated by telephone?
- f) Describe the tools/controls utilized to determine files are complete and accurate (e.g. count and dollar amount).

SECTION E – SCOPE OF WORK

4) **Stop Payment Services** - The County desires to enter into a "Stop Payment Agreement" with the awarded bank.

Current State:

- a) The County has two options to submit stop payment orders, either online or by electronic transmission. Both methods allow stop payment requests 24 hours a day, 7 days a week. There is also the ability to originate stop payments via telephone.

Additional information:

- a) Functionality should include the inability to accept cancels or stop payments if entered with the wrong date or amount.
- b) The bank does not process stale checks (those checks over 60 days) unless updated and released by the County through Positive Pay.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide details on your capability to handle stop payments, as well as the security provisions.
- c) Provide a copy of your Stop Payment Agreement.
- d) Confirm that the bank has the capability of providing stop payment services through its web-based software and alternatively by telephone or fax.

5) Overdraft Processing

Current State:

- a) Per the current contract, the County could be charged for both overdrafts and the use of uncollected funds if they occur. The charge for overdrafts is on a per item basis. The County has not incurred any overdraft charges under the current contract.
- b) The bank extends a daylight overdraft facility to the County.
- c) The bank does not charge for intraday overdrafts, though they reserve the right to do so.

Additional information:

- a) It's the County's expectation that the bank will have the capability of handling daylight overdrafts to the extent that incoming wire transfers are expected during the business day. Should these wire transfers not arrive as planned; the responsible party causing the delay in the incoming wire transfer will make compensation for lost interest. To facilitate the daylight overdraft, the County will negotiate an arrangement with the Bank, acceptable to the County and the Bank to cover any failures at the end of the day.
- b) In the event that the incoming wire transfer does not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula as detailed in Section E, Investment Services. Using this formula, the County will not receive any interest on the overnight investment that result from an overdraft, nor will the County be required to pay any interest to the Bank beyond this rate. **The County will not accept any exceptions to this specification.**

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a detailed description of your bank's overdraft policy, rates, daylight overdrafts, and in particular, how daylight overdrafts will be handled that were caused by Pinellas County. Provide confirmation whether accounts can be aggregated for calculation/fee purposes. State your policy including any planned charges in this section and also include in **Exhibits A, B, C and D.**

SECTION E – SCOPE OF WORK

D) Account Maintenance Service**1) Web Based Banking****Information to confirm or provide:**

- a) Electronic banking services shall include, but not be limited to, daily detailed and summary balance reporting of the previous banking day by no later than 9:00 a.m. with the following minimum information:
 - i. Ledger balance.
 - ii. Available (or collected balance).
 - iii. Float for 1, 2 and 3 day.
 - iv. Summary of debit and credit postings, including checks paid and wire transfers.
 - v. Detail information for all ACH and wire transactions.
 - vi. Next day download of deposits, credits, debits, transfers and adjustments to our accounts.
 - vii. All addenda records available for incoming EFT and ACH deposits.
 - viii. Stop payments and positive pay activity.

- b) The web-based banking system should include at least the following functionality:
 - i. Self-administration of users and their functions including managing multiple users.
 - ii. Initiate and monitor wire transfers out.
 - iii. Initiate and monitor ACH transfers out.
 - iv. Create and store recurring/repetitive wire instructions/templates.
 - v. Create and manage ACH fraud filters.
 - vi. Download interim month-to-date bank statement by account. The Clerk's General Account receives bi-monthly statements electronically.
 - vii. Download monthly cleared check and ACH activity (prefer in .csv format).
 - viii. Download daily deposit activity including full deposit ticket numbers (prefer .csv format); in addition, images of checks, deposit slips, etc.
 - ix. Drilldown on deposits to see images of checks, deposit slips, etc. individual types of tenders (check, cash, money order, etc.).
 - x. Intraday access to account activity.
 - xi. Queries by bank account, date, check number, debits, credits, transaction description, and customer reference number (our deposit ticket number).
 - xii. User defined report functionality, the ability to create, share, and retain reports once created, and rerun using parameters. Provide a listing of the reports available with a detailed description of the content and file formats available.
 - xiii. A report that includes the check number, name on check, amount, account number, check bank ID, and description can be created or provided.

- c) The same minimum information must be provided for the Board and Clerk accounts. The bank shall clearly state the following with respect to web-based banking services:
 - i. Hardware and software requirements for the web based banking service.
 - ii. Hours of availability for the service.
 - iii. When do deposited check and cancelled check images become available?
 - iv. How long are reports/images available on-line (e.g. 360 days, 60 days, etc.)?
 - v. Security features.
 - vi. Records retention periods.
 - vii. Setup requirements.
 - viii. Training (in person, online webinars, etc.).
 - ix. Support service.
 - x. Mechanisms and protocols used to ensure security of banking data.

- d) Please confirm the proposer's ability to meet the County's requirements (above).
- e) Provide access to a demonstration instance of the functionality of the web-based portal, to include reporting capability.
- f) Provide a detailed description of the bank's web-based system, the functions that can be performed and the types of reports that can be issued. Include a listing of the reports available with a detailed description of content and file formats available (e.g. Excel, CSV, etc.).
- g) Describe available alerts and messaging within the web-based system.
- h) Provide a detailed description of the mobile banking application including features, functionality and security.

SECTION E – SCOPE OF WORK**2) Monthly Account Analysis****Current State:**

- a) The bank prepares a monthly account analysis as a basis to bill for services rendered.
- b) The monthly account analysis report is completed and delivered to the Clerk's Finance Division within 7 business days after the end of the month.

Additional information:

- a) The account analysis/billing should be able to reconcile (using similar terms, formats, etc.) to the proposal forms (Provide pricing information on **Exhibits A, B, and C**) in this Request for Proposal. Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item.
- b) It is the intention of the County that all per item charges remain fixed over the life of the contract.
- c) The cost associated with preparing debit and credit memos required to adjust errors caused by the Bank will not be charged to the County.
- d) Charges, to include monthly service fees, check printing charges, lockbox fees, etc. are currently applied against the Earnings Credit Rate (ECR). All services must be priced and included in the proposal submitted. If no charge for a service, show "0" on the form.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a sample copy of the monthly account analysis.

3) Statement and Advice Frequency**Information to confirm or provide:**

- a) Provide a sample copy of the monthly bank statements. Bank statements for the County's accounts will be for the full calendar month and will be made available to the Clerk's Finance Division no more than five (5) business days after the end of the month. The Clerk's General Account receives bi-monthly statements electronically.
- b) Provide bank dispute resolution process and how much time the bank has to respond. The County requires the bank to allow 45 days or more for notification of errors on the County's accounts.

4) Fraud Protection Services**Current State:**

- a) Universal Payment Identification Codes (UPIC) - The County employs the use of UPIC (Wells Fargo's "Perfect Receivables") to provide select customers the ability to submit payments via ACH to the County without disclosing the County's bank account information. The County's systematic use of UPIC helps the County to reduce fraud.
- b) ACH blocking and filtering - Bank's ability and systematic use/reporting of ACH blocking and filtering. The bank provides ACH blocking and filtering services for ACH debit and credits. The bank reports discrepancies electronically through its web-based banking system, giving the county the ability to stop, review/authorize, or reject payments.
- c) Positive Pay/Payee, Teller Positive Pay, as well as check fraud prevention services for non-disbursement accounts.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).

SECTION E – SCOPE OF WORK

E) Investment Services**1) Depository Account Balances:****Current State:**

- a) Under the current banking agreement, all of the Board accounts are in interest bearing accounts. The County receives an Earnings Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges AND excess account balances.
- b) The Clerk's operating and payroll accounts are interest bearing. The Clerk receives an Earnings Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges AND excess account balances
- c) The Clerk's remittance and general accounts receive an Earning Credit Rate (ECR) of the Top Federal Funds Target Rate minus 10 basis points (0.10%) on the current month's analyzed charges with no interest on excess account balances.

Additional information:

- a) The daily interest rate specified for the investment will be based on the effective Federal Funds Rate. Furthermore, if the Federal Funds rate is a range, the bank shall specify if the spread is from the top of the range or the midpoint.
- b) The bank's proposal must be in compliance with the County's Investment Policy.
- c) The bank shall automatically invest the collected balances on the Bank's books at 6:00 p.m. (Including any ACH transfers received up to 9:00 p.m.). The balance on the books at 6:00 p.m. is interpreted to include any wire transfers received during the day.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).
- b) Provide a detailed monthly interest calculation on the proposed investment arrangements. Specifically, the bank should provide an example of the monthly interest earnings calculation based on average balances and applicable interest basis source. Please state the interest rate proposed by your bank on both analyzed charges and collected balances. Place this information on the Banking Services Pricing Summary Sheet (See **Exhibit C-1**).
- c) Provide the exact timing for the availability of monthly interest earnings and the date credit will be posted to the County's accounts.

2) Alternative Overnight Investment Arrangements:

- a) The County is interested in maximizing its investment return at the same time as obtaining maximum flexibility. Alternative investment vehicles may be proposed by the bank but only as an alternative proposal. Alternative proposals may be accepted, if they are considered "deposits" and thus covered by Chapter 280, Florida Statutes. The County reserves the right to accept or reject any alternative investment programs.
- b) The interest rate on an alternative time deposit arrangement will be based on the Effective Federal Funds Rate. The County will consider proposals using basis point additions/deductions.
- c) Sweeps into a repurchase agreement is an allowable form of overnight investment under the Board's current investment policy. The County desires to negotiate a Master Repurchase Agreement with the awarded bank where repurchase agreements will be the medium of overnight investment. A draft of the Master Repurchase Agreement is located at **Exhibit F**. If this is being recommended, the bank must supply an updated draft of the attached Master Repurchase Agreement identifying all requested modifications. The bank should disclose what the collateral will be, who the holder of the collateral will be, and whose name the collateral will be in.

SECTION E – SCOPE OF WORK

3) Custodial Arrangements

The County will be separately negotiating a contract for custodial services. The awarded vendor for this RFP will not be allowed to serve as the custodial services vendor.

F) Other Services and Conditions

- 1) The bank agrees to provide MICR check specifications to the check printer.
- 2) The bank agrees to provide coins and currency at no cost to the County.
- 3) The bank agrees to cash checks drawn against the accounts of the Board and the Clerk that are presented by Board or Clerk employees at its branch offices at no additional cost to the payee or the County. Any special requirements related to this must be included in your proposal.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements (above).

G) Implementation Services Plan**1) Implementation Services**

- a) Provide a description of the installation and implementation process. (If transition from the current bank is necessary, a conversion process will be required).
- b) Provide a detailed implementation schedule outlining:
 - i. Timeline
 - ii. Task List
 - iii. Task due dates
 - iv. Assigned responsibilities
 - v. Contingent events
 - vi. Resource requirements (County and bank). Provide an estimate of the time required by County staff during implementation.
 - vii. Information requirements
- c) Provide an acceptance test plan that includes the most specific means for validating that the implementation plan would be successful and timely.
- d) Describe the level of support to be provided by the bank during implementation.
- e) Describe the process to convert historical data currently available and maintained by the current bank.
- f) Describe, on average, how long it has taken your customers to fully implement banking services for institutions the size and complexity of the County.
- g) Do you have any customers that have not:
 - i. Implemented in the timeframe required?
 - ii. Been able to interface with your systems? If so describe in detail the situation?
- h) Describe a conversion plan to transfer assets of the County to your financial institution.
 - i. For each type of service under Scope of Work indicate all steps required to transition and establish services. The transition should indicate steps for the County, the bank and our vendors.
- i) Include a description and example of any required setup for new account establishment, authorized signers, electronic system users, etc.
- j) Indicate any fees you will charge for implementation services as proposed in **Exhibit C**.

H) Training Services

- 1) Describe the training available to County employees on the use of bank systems. Bank shall provide, at a minimum, online training services on the use of software provided by the bank during implementation and throughout the length of the contract.
- 2) Indicate any fees you will charge for transition or training services as proposed in **Exhibit C**.

SECTION E – SCOPE OF WORK**I) Relationship Reviews**

- 1) The County will require ongoing relationship reviews as a part of the service.
- 2) Describe your plan for providing ongoing relationship reviews.

J) System and Organization Controls (SOC) and Payment Card Industry (PCI) Data Security Standards (DSS) - Confirm bank's ability to meet the County's requirements for Internal Controls of a Service Organization and PCI DSS which shall include the following:**Information to confirm or provide:**

- a) Provide a Service Organization Control (SOC) Report for both the bank and the lockbox provider for the most recent reporting period. Also confirm this report will be provided annually over the contract term.
- b) Where the bank is involved with the storage, processing or transmittal of payment card account information, it must agree to:
 - i. Establish security procedures to protect cardholder data and comply with the PCI DSS.
 - ii. Provide a PCI AOC attestation of Compliance Summary of the last four quarters.
 - iii. Provide vulnerability scan results from a qualified and approved scanning vendor.
- c) Bank agrees to comply with all applicable laws that require the notification of the affected parties in the event of unauthorized release of cardholder data. In the event of a breach of any of the Bank's security obligations or other event requiring notification under applicable law, the Bank agrees to assume responsibility for informing all such affected parties in accordance with applicable law and to indemnify, hold harmless and defend Pinellas County and its officers and employees from and against any claims, damages, or other harm related to such a breach.
- d) Please confirm the proposer's ability to meet the County's requirements for Internal Controls of a Service Organization and PCI DSS (above).

K) Business Continuity and Recovery

- 1) The County requires the bank to have a Business Continuity Plan in place to ensure minimal disruption to County Operations in the event of an outage or natural disaster. The County requires the bank to provide offsite backups as well as have the ability to use the banking System from remote locations in the event of an extended outage or natural disaster. For the safety of Pinellas County citizens and for continuity of vital services, the County must be able to process online banking transactions.
- 2) The County requires the Banking System to be up 24/7, 365 days per year except for normal operational maintenance. The County expects to be notified of planned system outages, one week in advance when possible. The relationship manager should notify the County immediately when an unplanned outage occurs.

Information to confirm or provide:

- a) Please confirm the proposer's ability to meet the County's requirements for Business Continuity and Recovery.
- b) Please describe your enterprise-wide business continuity plan. Provide a detailed description of your bank's business continuity strategy and the location of alternate sites for all processing related to the County's accounts.

SECTION E – SCOPE OF WORK

5. OPTIONAL SERVICES:

It is the desire of the Board and the Clerk to consider additional or enhanced services not currently provided to the County under the current banking services contract. List any prospective banking services not requested in the proposal. Please provide a brief description of the service, why the service would be beneficial to the County, user requirements, the bank's capability to provide the service, a schedule of service charges, and projected cost of software, hardware and/or equipment required.

- a) Recommendations on Zero Balance Accounts (ZBA), Sweep Accounts or potential account structures that will assist in more efficiently and effectively managing and maintaining our bank accounts.
- b) Enhanced Lockbox services.
- c) NSF/ACH conversion for representation of NSF checks.
- d) Stored Value Cards (Payroll).
- e) Deposit Reconciliation Services.
- f) Web links for Internet Payment for Services.
- g) Overdraft Protection Service.
- h) Fraud Protection Services.
- i) Automated Cash Vault or similar Services.
- j) Account Validation Services and associated costs.
- k) Other additional or enhanced services offered by the Bank.

6. EVALUATION PROCESS:

1. Phase 1 – Proposal Assessment
 - a) The County will conduct a detailed evaluation of written proposals. At the conclusion of Phase 1, a shortlist of eligible proposers may be advanced to Phase 2. Phase 2 is an optional phase and may not be utilized in the evaluation and award of this contract.
 - b) The County reserves the right to proceed to award recommendation based solely on Phase 1 evaluation.
 - c) If there is a Phase 2 evaluation, the scores from the written evaluation will be carried forward for the shortlisted proposers and combined with scores from the oral demonstration process for one total score potential of 2,000 points.
2. Phase 2 – Proposed Systems and Banking Services (Optional at discretion of County)
 - a) Shortlisted proposers will provide on-site demonstrations with the purpose of viewing and evaluating the capabilities of the proposed online banking systems.
 - b) The County will provide scripts and instructions to the selected proposers to use during their demonstrations.
 - c) The most qualified firm as determined by evaluation process shall proceed with the contracting process.

7. EVALUATION CRITERIA:

Listed below is the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information in the Scope of Work Sections 1-5 to allow the County to thoroughly evaluate and score their proposals. The Proposal will be evaluated based on the information provided in the Scope of Work sections 1-5 above. Proposers should not include items again in the evaluation criteria section of their response; the cross reference of evaluation criteria to the Scope of Work section 1-5 is for informational purposes only. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Qualifications (100 Points) – Experience of Banking Team and Relationship Manager:

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

SECTION E – SCOPE OF WORK

a) Contract Management –

- I. Proposer must have adequate resources and capability to meet or exceed all banking services required under this RFP. Confirm your bank has the necessary team, experience, understanding of accounts, and commitment to customer service to meet the requirements of this RFP and the County's needs.
- II. Describe your bank's experience in providing similar services to similar government entities.
- III. Provide the Banking Relationship Team and their relevant experience. This team should include a Relationship Manager, and specifically identify other functional team members for the project team. Please provide the names of the members of the account services team to be assigned to the County including any subcontractors, their roles and responsibilities and their relationship to the other members of the team. A resume of each member of the account team should be included and the overall relationship/project manager should be identified. The location and time of accessibility of the customer support team for cash management and web based technology should also be included.

2. Approach (175 Total Points):

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

a) Contract Management

Provide a proposed performance review program for services under this proposal. At a minimum the program should have at least, an annual meeting to review program performance including:

- I. Bank shall present a report with average quarterly fees by type and bank account.
- II. Bank shall recommend changes in products and procedures to reduce overall fees on the accounts.
- III. Bank shall review best practices in the banking industry.
- IV. Bank shall review and recommend system security to optimize controls within all banking applications.

b) Cash Vault –

- I. Please confirm the proposer's ability to meet the County's cash vault requirements.
- II. It is preferred the bank provide a cash vault location within Pinellas County, for large deposits that expedites timely processing of the majority of the County's deposits. If your Cash Vault is NOT located in Pinellas County, please enter that information on **Exhibit D** stating the physical address of the cash vault.
- III. Provide a map with physical addresses of all locations within Pinellas County, indicate which locations are full service branches, including the physical address of the cash vault.
- IV. Provide any special requirements for deliveries made by our armored car service provider.

c) Deposit Reconciliation Services –

- I. Please confirm the proposer's ability to meet the deposit reconciliation services requirements.
- II. Describe your policies and, where applicable, the pricing on strapped/rolled funds, deposit bags, personalized deposit slips, and handling discrepancies/write offs. Bank needs to confirm the ability and any cost to personalize deposit slips. Please enter price information on **Exhibits A, B, and C**.
- III. Provide examples on the level of detail available to facilitate correcting/adjusting the County's records. Describe the number of days the bank has to notify the County of a deposit discrepancy or returned item relative to the original deposit date.
- IV. What method will be used to notify the County of a discrepancy or returned item.
- V. Describe the number of days the County has to notify the bank of a deposit discrepancy or returned item, or any other discrepancy.

SECTION E – SCOPE OF WORK

d) Remote Deposit Capture –

- I. Please confirm the proposer's ability to meet the County's requirements.
- II. Provide a detailed description of bank's remote deposit capture functionality that includes security, technical capabilities, and limitations (if any). Provide specific hardware and software specifications including quality standards, security features, cost, and indicate whether the hardware can be purchased from a third party. Describe or confirm the following items:
 - i. All deposits are processed for same day availability in the County's applicable account.
 - ii. The check and money order data and images (both front and back) are captured electronically.
 - iii. The deposits are automatically balanced, or the process for balancing deposits prior to transmitting to bank.
 - iv. The service provides separate daily electronic confirmation of deposit totals.
 - v. The service provides a unique numerical identifier, such as a batch number, for each deposit as determined by County.
 - vi. Functionality is available to download and save locally check images and related bank deposit reports.
 - vii. The service is available at least from 8 am to 5 pm on a daily basis during regular banking days to process remote deposit transmissions from the County.
 - viii. Hard copy notifications of all returned items with electronic notifications is available through the bank's online system. Identify cost for hard copy if applicable in **Exhibits A, B, and C**.
 - ix. Describe security features and appropriate internal controls such as user IDs and passwords included with the service.
 - x. The retention policy for checks converted to ACH or processed via remote deposit capture.

III. Identify the following:

- i. Limitations on the number of accounts to which the County can apply deposits from each site, number of checks processed, number of deposits same day.
- ii. Ability for addition, deletion, rescanning of checks during both the correction and balancing process.
- iii. Ability to print the company's endorsement on checks and if so, can the endorsement be customized?
- iv. Does the service allow the ability to print processing details (processing site, workstation, user) on scanned checks? If so, discuss any limits on the types or amount of information that can be printed and/or the placement of the printed information on the check.
- v. Process used to index imaged data including retrieval and exporting capabilities.
- vi. Hardware and/or software system requirements including web-based communications requirements and security constraints.

e) Monthly Account Analysis -

- I. Please confirm the proposer's ability to meet the County's requirements
- II. Provide a sample copy of the monthly account analysis.

f) Statement and Advice Frequency –

- I. Provide a sample copy of the monthly bank statements. Bank statements for the County's accounts will be for the full calendar month and will be made available to the Clerk's Finance Division no more than five (5) business days after the end of the month. The Clerk's General Account receives bi-monthly statements electronically.
- II. Provide bank dispute resolution process and how much time the bank has to respond. The County requires the bank to allow 45 days or more for notification of errors on the County's accounts.

g) Fraud Protection Services - Please confirm the proposer's ability to meet the County's requirements for Fraud Protection Services.

SECTION E – SCOPE OF WORK

- h) Investment Services – Depository Account Balances –
- I. Please confirm the proposer’s ability to meet the County’s requirements for Depository Account Balances.
 - II. Provide a detailed monthly interest calculation on the proposed investment arrangements. Specifically, the bank should provide an example of the monthly interest earnings calculation based on average balances and applicable interest basis source. Please state the interest rate proposed by your bank on both analyzed charges and collected balances. Place this information on the Banking Services Pricing Summary Sheet (See **Exhibit C**).
 - III. Provide the exact timing for the availability of monthly interest earnings and the date credit will be posted to the County’s accounts.
- i) Business Continuity and Recovery –
- I. Please confirm the proposer’s ability to meet the County’s requirements for Business Continuity and Recovery.
 - II. Please describe your enterprise-wide business continuity plan. Provide a detailed description of your bank’s business continuity strategy and the location of alternate sites for all processing related to the County’s accounts.
- j) Implementation and Training Services –
- I. Implementation Services
 - i. Provide a description of the installation and implementation process. (If transition from the current bank is necessary, a conversion process will be required).
 - ii. Provide a detailed implementation schedule outlining:
 - i. Timeline
 - ii. Task List
 - iii. Task due dates
 - iv. Assigned responsibilities
 - v. Contingent events
 - vi. Resource requirements (County and bank). Provide an estimate of the time required by County staff during implementation.
 - vii. Information requirements
 - iii. Provide an acceptance test plan that includes the most specific means for validating that the implementation plan would be successful and timely.
 - iv. Describe the level of support to be provided by the bank during implementation.
 - v. Describe the process to convert historical data currently available and maintained by the current bank.
 - vi. Describe, on average, how long it has taken your customers to fully implement banking services for institutions the size and complexity of the County.
 - vii. Do you have any customers that have not:
 - i. Implemented in the timeframe required?
 - ii. Been able to interface with your systems? If so describe in detail the situation?
 - viii. Describe a conversion plan to transfer assets of the County to your financial institution.
 - ix. For each type of service under **Scope of Work** indicate all steps required to transition and establish services. The transition should indicate steps for the County, the bank and our vendors.
 - x. Include a description and example of any required setup for new account establishment, authorized signers, electronic system users, etc.
 - xi. Indicate any fees you will charge for implementation services as proposed in **Exhibit C**.
 - II. Training Services
 - i. Describe the training available to County employees on the use of bank systems. Bank shall provide, at a minimum, online training services on the use of software provided by the bank during implementation and throughout the length of the contract.
 - ii. Indicate any fees you will charge for transition or training services as proposed in **Exhibit C**.

SECTION E – SCOPE OF WORK

- k) Lockbox Service –
- i. Please confirm the proposer’s ability to meet the County’s lockbox requirements.
 - ii. The County will require:
 - i. The successful bank to negotiate a subcontract with Intuition Systems, Inc.,
 - ii. The lockbox provider invoice/bill the bank for the monthly services, and
 - iii. The bank to pay directly for these services (based on copies of the lockbox provider’s invoices/bills submitted to the bank). These same invoices will be presented to the County by the bank with each monthly banking services billing.

3. Statement of Work (300 Total Points):

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer’s Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County’s option.

a) Availability of Funds

- I. Please confirm the proposer’s ability to meet the County’s Availability of Funds requirements.
- II. Provide a detailed description of the proposed service.
- III. Provide a copy of the bank’s current “Availability Schedule”. Describe whether availability policies differ from the Federal Reserve Bank availability schedule.

b) ACH and Wire Transfers In –

- I. Please confirm the proposer’s ability to meet the County’s ACH and Wire Transfer requirements.
- II. Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.
- III. Confirm the bank’s ability to utilize a File Transfer Protocol (FTP) site for placement of daily files to be picked up.
- IV. Confirm the bank’s ability to receive and report ACH payment messages in PPD, CCD, CCD+, TXP and CTX formats.

c) Credit Card / Electronic Services – Confirm the bank’s ability to work with these companies to ensure card transactions are posted timely and credited daily to the County’s bank account.

d) Disbursement Services - Please confirm the proposer’s ability to meet the County’s requirements.

- I. Provide an example of your bank’s positive pay/payee services agreement.
- II. Confirm that the bank has the capability to provide positive pay/payee services upon receipt from the County of a checks-issued file for all checks presented to the bank for payment, including at the teller lines. Describe any limitations in stop payment system interface with teller system.
- III. Describe, in detail, all available reconciliation services including full reconciliation, timelines, sample reports, and limitations.
- IV. Describe the platform used to transmit positive pay files to the bank.
- V. Describe the positive pay and/or control pay system interface method and file types.
- VI. Describe the procedures, time frame, limitations and controls involved in handling fraudulent transactions such as forgeries, alterations, and counterfeit checks.
- VII. Describe the timeframes for submission of disbursement files (daily cutoff), procedure for positive pay/payee verification when the County is closed for business and file format protocols to be used.
- VIII. Describe the tools/controls utilized to determine transmitted files are complete and accurate.

SECTION E – SCOPE OF WORK

- e) Check Reconciliation –
- I. Please confirm the proposer's ability to meet the County's requirement.
 - II. Describe other important features of check reconciliation services not covered above.
- f) ACH and Wire Transfers Out –
- I. Please confirm the proposer's ability to meet the County's requirements.
 - II. Provide a copy of your Wire Transfer Agreement and ACH Debit/Credit Processing Agreement.
 - III. Describe the platform used to transmit ACH files to the bank.
 - IV. Provide details on your bank's capability to handle out-going ACH and wire transfers (to include pre- notifications, recurring/repetitive wire instructions/templates, ability to create and store future-dated wire instructions, addenda record formats, multi-recipient payments, etc.) as well as security provisions. Also state the daily cut-off times for the County to submit transfers out (ACH and wire) and the file format protocols (e.g. payroll direct deposit), where applicable, to be used. Confirm ability for same day ACH, any limitations and any associated costs.
 - V. Describe the ability of the County to monitor wire transfers online (input, approved and released)? How does this differ for wire transfers initiated by telephone?
 - VI. Describe the tools/controls utilized to determine files are complete and accurate (e.g. count and dollar amount).
- g) Stop Payment Services –
- I. Please confirm the proposer's ability to meet the County's requirements.
 - II. Provide details on your capability to handle stop payments, as well as the security provisions.
 - III. Provide a copy of your Stop Payment Agreement.
 - IV. Confirm that the bank has the capability of providing stop payment services through its web based software and alternatively by telephone or fax.
- h) Overdraft Processing –
- I. Please confirm the proposer's ability to meet the County's requirements.
 - II. Provide a detailed description of your bank's overdraft policy, rates, daylight overdrafts, and in particular, how daylight overdrafts will be handled that were caused by Pinellas County. Provide confirmation whether accounts can be aggregated for calculation/fee purposes. State your policy including any planned charges in this section and also include in Exhibits A, B, C and D.
- i) Other Services and Conditions - Please confirm the proposer's ability to meet the County's requirements for Other Services and Conditions.
- j) Relationship Reviews -
- I. The County will require ongoing relationship reviews as a part of the service.
 - II. Describe your plan for providing ongoing relationship reviews.

SECTION E – SCOPE OF WORK

- k) System and Organization Controls (SOC) and Payment Card Industry (PCI) Data Security Standards (DSS)
- I. Provide a Service Organization Control (SOC) Report for both the bank and the lockbox provider for the most recent reporting period. Also confirm this report will be provided annually over the contract term.
 - II. Where the bank is involved with the storage, processing or transmittal of payment card account information, it must agree to:
 - i. Establish security procedures to protect cardholder data and comply with the PCI DSS.
 - ii. Provide a PCI AOC attestation of Compliance Summary of the last four quarters.
 - iii. Provide vulnerability scan results from a qualified and approved scanning vendor.
 - III. Bank agrees to comply with all applicable laws that require the notification of the affected parties in the event of unauthorized release of cardholder data. In the event of a breach of any of the Bank's security obligations or other event requiring notification under applicable law, the Bank agrees to assume responsibility for informing all such affected parties in accordance with applicable law and to indemnify, hold harmless and defend Pinellas County and its officers and employees from and against any claims, damages, or other harm related to such a breach.
 - IV. Please confirm the proposer's ability to meet the County's requirements for Internal Controls of a Service Organization and PCI DSS.

4. Compensation (200 Points)

Additional costs not previously approved or authorized in writing by the County will not be paid.

To facilitate analysis of the proposals, follow the instructions for completing Exhibits A, B & C. Complete Exhibits A, B and C in Excel format utilizing the workbook provided. For those services consistent with Exhibits A, B and C, where the proposer uses a different name, add the proposed name after inserting a"/". For example, if your bank uses the term "Total Debits" and it is the same service as "Debits Posted Total", modify the associated service to state "Debits Posted Total// Total Debits". Otherwise, add a new line for the service provided.

- A) Price for Implementation, Incentive for transition, and Retention (**Complete Exhibit C**)
- B) Pricing and Earnings Credit (**Complete Exhibits A, B, and C**)

- a) Cash Vault - Any requirements for armored car delivery resulting in additional costs to the County will be priced as exceptions to this proposal. Please enter that information on **Exhibits A, B, C and D**.
- b) Deposit Reconciliation Services -Describe your policies and, where applicable, the pricing on strapped, rolled funds, deposit bags, personalized deposit slips, and handling discrepancies/write offs. Bank needs to confirm the ability and any cost to personalize deposit slips. Please enter price information on Exhibits A, B, and C.

5. Web-Based Banking (175 Points)

- a) Web Based Banking - Ability to meet web-based banking requirements.
- b) Provide access to a demonstration instance of the functionality of the web-based portal, to include reporting capability.
- c) Provide a detailed description of the bank's web-based system, the functions that can be performed and the types of reports that can be issued. Include a listing of the reports available with a detailed description of content and file formats available (e.g. Excel, CSV, etc.).
- d) Describe available alerts and messaging within the web-based system.
- e) Provide a detailed description of the mobile banking application including features, functionality and security.

6. No Exceptions to RFP (50 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

SECTION E – SCOPE OF WORK

7. Optional Services – Will not be used in scoring criteria

It is the desire of the Board and the Clerk to consider additional or enhanced services not currently provided to the County under the current banking services contract. List any prospective banking services not requested in the proposal. Please provide a brief description of the service, why the service would be beneficial to the County, user requirements, the bank's capability to provide the service, a schedule of service charges, and projected cost of software, hardware and/or equipment required. Services such as, but not limited to:

- a) Recommendations on Zero Balance Accounts (ZBA), Sweep Accounts or potential account structures that will assist in more efficiently and effectively managing and maintaining our bank accounts.
- b) Enhanced Lockbox services.
- c) NSF/ACH conversion for representation of NSF checks.
- d) Stored Value Cards (Payroll).
- e) Deposit Reconciliation Services.
- f) Web links for Internet Payment for Services.
- g) Overdraft Protection Service.
- h) Fraud Protection Services.
- i) Automated Cash Vault or similar Services.
- j) Account Validation Services and associated costs.
- k) Other additional or enhanced services offered by the Bank.

TOTAL OF RFP POINTS 1,000

8. ITEMS TO BE RETURNED WITH PROPOSAL:

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

a)	Page 1	Proposal Signature Page
b)	Section B	Item 2 Proposal Requirements
c)	Section B	Proposal Submittal Copies
d)	Section D	Vendor References
e)	Section E	Proposal Submittal
f)	Section F	ePayables Form
g)	Section F	W-9 Form
h)	Section G	Addendum Acknowledgement Form (If Applicable)
i)	Section H	Statement of No Submittal (If Applicable)

SECTION F ELECTRONIC PAYMENT

Electronic Payment (ePayables)

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

Yes No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: BANKING SERVICES

Proposal No: 189-0463-P(LN)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **189-0463-P(LN)** for **BANKING SERVICES.**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

BANKING SERVICES
RFP NO. 189-0463-P(LN)
STEP ONE - MINIMUM REQUIREMENTS ELIGIBILITY FORM

All requirements must be met (PASS) in order to move to Step Two

		PINELLAS COUNTY		
		CHECK BOX IF INCLUDED	PASS	FAIL
1	Must be a member of the Federal Reserve System (provide proof)			
2	Must be a Federal or Florida chartered bank with branch locations within Pinellas County (provide proof).			
a.	Provide list of locations.			
3	Provide proof of Qualified Public Depository designation. Awarded bank shall maintain designation of Qualified Public Depository under Chapter 280 Florida Statutes throughout the life of the contract period on an annual basis.			
4	Provide affirmation bank has no person or affiliate having been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.			
5	Provide proof of:			
a.	Bank ratings - Provide your short-term and long-term credit ratings from Moody's, S&P, and Fitch as of the issue date of the proposal.			
b.	Financial Stability - Provide information on the banks current capital structure, adequacy and coverage.			
c.	Insurance and Bonding Coverage			
d.	Experience in Banking Services to similar size entities using the form in Section D			
e.	Provide Community Reinvestment Act (CRA) Rating.			
f.	Provide information if your ratings are currently under review or if you are on a credit watch or its equivalent.			
g.	Provide a general overview and brief history of your organization, including parent and/or subsidiary companies (including in particular any investment services affiliates) and the impact on the bank.			
6	Provide affirmation proposer is a sending and receiving bank of the National Automated Clearing House Association (NACHA).			
7	Provide proof of participation in funding public projects in Pinellas County and/or the State of Florida. Provide specifics of the project including amount funded.			

INSTRUCTIONS FOR COMPLETING EXHIBITS A, B & C:

Please use the **glossary** to assist in entering information in **EXHIBITS A, B & C**. **All information should be entered in the Excel workbook provided.**

EXHIBIT A and B include the following information for each type of service provided: the AFP code, service code, description, and estimated annual volume. Please enter the "Charge per Item" associated with the volume shown by service provided. For those services consistent with EXHIBIT A and B, where the proposer uses a different name, add the proposed name after inserting a"/". For example, if your bank uses the term "Total Debits" and it is the same service as "Debits Posted Total", modify the associated service to state "Debits Posted Total// Total Debits". Otherwise, add a new line for the service provided at the bottom of the sheet.

EXHIBIT A includes detail on ten separate Board Bank Accounts.

- 1 - EX A-1 - Pool A-1 General Account
- 2 - EX A-2 - Pool A-2 Payroll (Disbursement) Account
- 3 - EX A-3 - Pool B-2 Imprest Account (General Disbursement)
- 4 - EX A-4 - Pool F Airport
- 5 - EX A-5 - Pool G Water
- 6 - EX A-6 - Pool H Sewer
- 7 - EX A-7 - Pool J Solid Waste
- 8 - EX A-8 - EMS Lockbox
- 9 - EX A-9 - EMS Credit Card
- 10 - EX A-10 - Flexible Spending Plan

EXHIBIT B includes detail on four separate Clerk Bank Accounts.

- 1 - EX B-1 - Clerk Operating Account
- 2 - EX B-2 - Clerk Payroll Account
- 3 - EX B-3 - Clerk Remittance Account
- 4 - EX B-4 - Clerk General Account

EXHIBIT C-1 (EX C-1) is a Banking Service Pricing Summary Sheet.

The "Total of all annual services charges" will automatically populate based on the information entered in **EXHIBIT A** and **EXHIBIT B**.

Please manually enter the information highlighted in yellow on tab **EX C-1**:

- 1 - The bank's offered earnings credit rate (ECR) to offset analyzed charges.
- 2 - Other annual or one-time costs/incentives (including price for implementation/incentive for transition/retention).
- 3 - The bank's offered earnings credit rate (ECR) on excess balances - amounts above balances required to offset all charges.

EXHIBIT C-2 (EX C-2) is the December 2018 Banking Service Pricing Summary Sheet by Relationship Summary (One Board summary and two Clerk summaries).

All data shown on this page is automatically populated based on tabs **EX C-2 Brd, EX C-2-Clk Oper & Pyrl and EX C-2-Clk Remitt & General**.

Please manually enter the information highlighted in yellow on **tab's EX C-2 Brd, EX C-2-Clk Oper & Pyrl and EX C-2-Clk Remitt & General**.

- 1 - The bank's offered earnings credit rate (ECR) to offset analyzed charges.
- 2 - The bank's offered earnings credit rate (ECR) on excess balances - amounts above balances required to offset all charges.
- 3 - The proposed unit price for each service.
- 4 - New charges for services (as needed)

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service	AFP	
Code	Code	Description
IAMTH	000230	RECOUPMENT MONTHLY Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis.
IAMIB	000230	RECOUPMENT MONTHLY IB Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis.
CK001	010000	ACCOUNT MAINTENANCE W/ CHK RETURN Monthly maintenance charge for a DDA with checks returned with account statement - one account statement included
22051	010000	ACCT MAINTENANCE Monthly maintenance charge for DDA with non return of checks (CheXstor) - one account statement included
CK021	010100	DEBITS POSTED Per item charge for debit items, other than checks or drafts, posted to an account.
CK049	010310	DDA STATEMENT - PAPER Charge for paper bank statement on Demand Deposit Account.
CK183	010320	DDA STATEMENT - SPECIAL INSTRUCTION Per statement charge for special processing of DDA statement such as alternate address
22063	010000	DDA STMT W/IMAGE CLASSIC-MTHLY BASE Monthly fee for DDA statement with images. Classic design = 10 images per page - front of check only.
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED For each deposit submitted through the Desktop Deposit service, either through the CEO portal or mobile, a charge of one will be made to the customer.
34145	010307	CEO E-STMT SUBSCRIPTION - ACCOUNT Monthly Maintenance charge per account for DDA Cycled Statement report.
34147	010307	CEO E-STMT SUBSCRIPTION - ITEM Per detail item charge for Electronic Statement Subscription (DDA Cycled Statement report) detail records loaded.
ED518	059999	E-BOX OPERATIONS MANUAL RETURN A fee assessed for each item returned that is processed manually by operations
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF) A monthly fee assessed to the customer for each E-Box setup.
ED470	059999	E-BOX PAYMENT Per item charge for each E-Box payment received from Bill Service Providers and originators (e.g. Fiserv, RPPS, FIS, WF Bill Pay, etc.).
CK161	100006	CASH DEPOSITED IN WF BRANCH Cash deposited in Wells Fargo branch verified by teller at the time of deposit.
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK Fee for customers depositing cash and checks on one deposit.

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT Per deposit fee for cash only deposits processed
CK199	10001A	POST VERIFY CASH DEP IN WF BRANCH Cash deposited at Wells Fargo branch in tamper evident dual pouch bag post verified after deposit is made.
CK197	100040	CASH ORDER FEE IN A WF BRANCH Per order fee for cash order in a Wells Fargo branch.
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH Per roll charge for each roll of coin furnished by a Wells Fargo branch.
CK141	100040	CURRENCY FURNISHED BY WF BRANCH Per dollar fee for currency furnished by Wells Fargo branch.
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE Fee for each retrieved image of a returned item within CEO Returned Item Services
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE Monthly base fee for customers enrolled in the CEO Returned Item Services
CK061	100400	RETURN ITEM - CHARGEBACK Per item fee for each deposited item that is returned and charged back to depository customer
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS Per item fee for returned items special processing instructions which include: Individual Debits vs. Lump Sum, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK090	100401	RETURN ITEM SINGLE ITEM PER ADVICE Fee for printing one returned item per advice rather than the standard of up to eight (8) returned items per advice. This option increases the use of paper, envelopes, toner, postage and requires manual processing.
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE Per account fee for Special Instructions monthly base fee. Special Instructions include: Individual Debits for Items, Alternate Charge Account, Alternate Mailing Address, Courier Pickup, and/or Overnight Mail.
CK075	100402	RETURN ITEM REDEPOSITED Per item fee for each deposited item that has been returned by the paying back and is redeposited in an attempt to collect funds
CK404	100411	RETURN ITEM REPORTING PER ITEM Per item fee for returned items included on the Returned Items Transmission Reporting
CK401	100411	RETURN ITEM TRANS REPT PER TRANS Per transmission charge for Returned Items Transmission Reporting
34239	100430	CEO RETN ITEM SUBSCRIPTION OPT DETL Fee per field for customer requested Optional Keyed Data

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT Monthly Maintenance Charge per account for Return Item reporting in the Return Item subscription.
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM Per item fee for returned items accessed via CEO Returned Item Subscription
08052	100006	BRANCH DEPOSIT Per deposit fee for deposit in Wells Fargo branch balanced and verified by teller at the time of deposit.
22723	10001A	BRANCH DEPOSIT POST VERIFY Per deposit fee for Wells Fargo branch deposit made in tamper evident dual pouch bag
08351	100511	CASH VAULT ADJUSTMENT REPORT-EMAIL Per report charge for a cash vault daily adjustment report delivered via e-mail.
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE Per order charge for custom currency/coin order made via touch-tone telephone
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG Per deposit charge for a loose coin deposit that does not conform to the Federal Reserve's specifications for a "standard bag". A partial/mixed coin bag contains either a non-standard amount of one denomination or mixed denominations.
08110	100144	CASH VAULT COIN FURNISHED - ROLLED Per roll charge for individual rolls of coin furnished by a WFSC vault
08400	100148	CASH VAULT CURRENCY FURN-NONSTD Currency furnished in straps of less than 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08416	100199	CASH VAULT CURRENCY FURNISHED Currency furnished in straps of 100 bills of the same denomination by a WFSC vault. Billed on a per dollar furnished basis.
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED Processing and verification charge for currency and/or coin deposited in a WFSC cash vault. Billed on a per dollar deposited basis.
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT Per adjustment charge for each adjustment made to depository account when verified cash total does not equal the declared cash total on deposit ticket.
08132	100100	CASH VAULT MONTHLY BASE Cash Vault base fee per profile active in the billing month
08025	100015	MISCELLANEOUS CREDITS POSTED Charge for miscellaneous deposits not made through the Cash Vault or branch channels, i.e.: Bank by Mail.
08008	100110	VAULT DEPOSITED COIN - ROLLED Per roll de-wrapping fee for deposits containing coin rolls wrapped in paper or plastic

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
001	100220	DEPOSITED CHECKS - ON US Deposited paper checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank
002	100225	DEPOSITED CHECK Deposited checks drawn on U.S. banks, including Wells Fargo.
701	100220	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS Charge per item deposited via Desktop Deposit for checks drawn on Wells Fargo. Applies to items submitted through CEO portal or mobile. For each item, a charge of one will be made to the customer.
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM Charge per item deposited via Desktop Deposit for checks drawn on banks other than Wells Fargo. Applies to items submitted through CEO portal or mobile. For each item, a charge of one will be made to the customer.
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS Charge per item for electronically deposited checks drawn on Wells Fargo Bank in the state or on the regional legal entity where the deposit is made, or on the National Bank 1210-0024-8 routing/transit number via Electronic Cash Letter.
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM Encoded electronically deposited checks deposited via Electronic Cash Letter drawn on banks in other parts of the U.S. outside the region where deposited.
DS191	150122	PAYEE VALIDATION STANDARD-ITEM Per check charge for each check posted to account with payee validation services.
22810	150500	WF CHK CASHED FOR NONACCT HOLDER This charge is for non customers cashing checks drawn on Wells Fargo Bank. Wholesale customer (account holder) absorbs full fee and no cost is passed on to payee.
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM The charge for creating an image of each physical item requested by the customer - includes indexing by the basic MICR fields as well as posting date. Paid Checks.
22030	150412	STOP PAYMENT - AUTO RENEWAL Per item charge for automated stop payment renewal on DDA, ARP or Controlled Disbursement account.
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE Per item charge for Image Positive Pay images retrieved via CEO
22222	150810	PRINTING & SUPPLIES-VENDOR Pass thru charge from third party supply vendor (i.e., Superior Press, Harland Clarke) for check or deposit ticket printing or other vendor supplies
12676	150300	MICR CHECK REJECTS THROUGH 1% Charge for processing up to and including 1% of the checks presented for payment that require special handling due to insufficient MICR line integrity.
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM Charge for each image retrieved from the bank's image database and delivered online < 90 days old.

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service	AFP	
Code	Code	Description
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM Charge for each image viewed on -line from the bank's image archive older than 90 days
22225	150240	CHECK CASHING THRESHOLD MO BASE Charge for providing fraud control service setting maximum check cashing dollar thresholds at the branches.
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE Charge for providing fraud control service disallowing cashing of checks to individuals at the branches.
22235	150240	OTC DEBIT BLOCK MONTHLY BASE Charge for providing fraud control service disallowing over the counter withdrawals at the branches.
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD Charge for positive pay checks that are presented without matching issue information on file.
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND Per item charge for Positive Pay exception returned per customer request - includes stale-dated items that have been returned
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM Per item charge for Positive Pay Exceptions
12907	150030	POSITIVE PAY MONTHLY BASE Monthly fee per account for Positive Pay service.
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE Monthly per account fee when accounts are setup for the Payment Authorization Max Check \$ option.
12670	150410	STOP PAYMENT - ONLINE Per item charge for PC initiated stop payment.
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE Fixed monthly maintenance charge per CD/DVD setup on Paid Check WellsImage Media.
22202	150100	DDA CHECKS PAID Per item change for checks or drafts presented for payment on an account, including checks that are presented electronically.
22015	151353	WELLSIMAGE PAID CHECK PER CD Charge for each CD ROM produced per CD - may contain more than one account depending on volume and customer setup. Paid Checks.
34337	200201	CEO CHECK ISSUES-ITEM Per item charge for all records entered manually or imported via CEO Fraud Manager
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM Per item fee for maintaining issue records that remain outstanding after 60 days.
12377	200201	ARP FULL RECON-ITEM Per item charge for the receipt and posting of check issue data received on Full ARP

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
		accounts. Includes items originated by customer, vendor, NDM, and CEO Fraud Manager.
12060	200010	ARP MONTHLY BASE - FULL Monthly charge per account for providing full reconciliation service
12604	200306	ARP OPTIONAL REPORTS Charge for each ARP report produced that is not contained in the standard service package.
12430	200301	ARP OUTPUT - TRANSMISSION Per transmission charge for delivery of check reconcilment information via direct transmission, NDM or to a vendor.
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE Monthly base fee per account for receiving ARP statements and/or optional reports delivered via CEO in PDF format. This includes Positive Pay Only accounts receiving optional reports in PDF format.
12694	200100	OUTGOING TRANSMISSION - PER ITEM Charge for each item included on an ARP outgoing transmission. This is in addition to per file transmission and optional report fees. NOTE: this does not include volume associated with the ARP File Confirmation summary or detail report.
CK018	250201	ELECTRONIC CREDITS POSTED Per item charge for electronic and non-paper credits posted.
ES203	250000	ACH/WIRE PERFECT RECEIVABLE-MO BASE Monthly base fee for the ACH/Wire Perfect Receivables service
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM Per item(Transaction + Addenda) charge for ACH return and notification of change reporting in the ACH Return Subscription
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT Monthly Maintenance Charge per ACH Company ID for ACH Return and Notification of change reporting in the ACH Return subscription.
ES280	250000	ACH MONTHLY BASE Monthly base charge for ACH Direct Origination services.
ES211	250102	ACH ONE DAY ITEM Per item charge for originated ACH transit one day items.
ES204	250202	ACH PERFECT RECEIVABLES - ITEM Per item charge for Perfect Receivables service
ES210	250102	ACH TWO DAY ITEM Per item charge for originated ACH transit two day items.
ES216	250102	ACH SAME DAY Per ACH Same day originated items.
ES206	250120	ACH ORIGINATED - ADDENDA REC Per addenda record charge for remittance data in originated ACH addenda records

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
ES205	250220	ACH PERFECT RECEIVABLES - ADDENDA Per addenda record charge for Perfect Receivables service addenda
ES344	250202	ACH RECEIVED ITEM Per item charged for ACH received item (credit and debit)
06505	250302	ACH RETURN ADMIN -ELECTRONIC Per item charge for ACH administrative return items - information reporting reporting advice
06504	250302	ACH RETURN ADMIN -MANUAL Per item charge for ACH administrative return items - mail reporting advice
06502	250302	ACH RETURN ITEM-ELECTRONIC Per item charge for ACH return items - information reporting and transmission reporting advice
06507	250312	ACH RETURN UNAUTHORIZED -ELECTRONIC Per item charge for ACH unauthorized return items - information reporting reporting advice
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE Per item charge for processing unauthorized ACH return items to cover the NACHA Unauthorized Entry Fee.
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE Fee for each batch the customer releases to the bank for processing
ES801	250501	ACH TRANSMISSION CHARGE Per file charge for ACH transmission input
ES346	250622	ACH EXCEPTION PROCESS-DUPLICAT FILE Per file charge for duplicate ACH files
34377	250000	ACH PAYMENTS BASE FEE Monthly base fee assessed for each Company ID set up on ACH Payments
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM Charge per any one day item originated through ACH Payments.
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM Charge per any two day item originated through ACH Payments.
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE Monthly base charge for CEO ACH Fraud Filter Review Service.
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE Monthly base charge for CEO ACH Fraud Filter Stop Service.
ES352	251050	ACH FRAUD FILTER STOP MTHLYBASE Monthly base charge for Fax ACH Fraud Filter Stop and ACH Block services.
ES353	251052	ACH FRAUD FILTER STOP - ITEM Per item charge for Fax ACH Fraud Filter Stop and ACH Block items.
ES363	250302	ACH NOC - TRANSMISSION ADVICE Per item charge for ACH Notice of Change - transmission advice

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
ES486	250302	ACH NOC - MAIL ADVICE Per item charge for ACH Notice of Change - mail advice
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT Monthly maintenance charge per report in Treasury Information Reporting. Fee is charged per enrolled ACH Company ID for ACH Origination/Reject report. Customer is charged per enrolled account for both ACH Customer Activity and ACH Receive reports.
34332	250703	ACH CEO SUBSCRIPTION - ITEM Per item access charge for ACH detail records (transactions) reported on any report in the ACH Subscription.
34245	300225	CEO EDI PMT DETAIL - ADDENDA ITEM Per received ACH CTX or IAT addenda record reported in the CEO TIR EDI Payment Detail Report.
34242	300225	CEO EDI PMT DETAIL - ITEM Per received ACH item reported in the CEO TIR EDI Payment Detail Report.
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE Monthly base charge per account for CEO TIR EDI Payment Detail reporting.
28006	300200	REC MGR OR E-BOX TRANSMISSION Per inbound or outbound transmission charge for Receivables Manager and E-Box transmissions. Excludes VAN's.
ES073	359999	WIRE MONTHLY DDA BASE - VOICE Monthly per account maintenance for voice wire customers. This applies to any Wells Fargo US account (Hogan) that has a voice wire user set up for any reason including business continuation purposes.
ES167	359999	WIRE SECURITY PIN MONTHLY BASE Monthly maintenance per user setup with a PIN for wire initiation via the Wells Fargo Wire system Voice/ VRU wire channel.
ES030	350300	WIRE IN - DOMESTIC Incoming domestic wire sent to a Wells Fargo US account, this includes incoming wires from a Wells Fargo originated wire not designated as a book transfer.
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX Incoming wire US Dollar or Foreign Currency, received from Wells Fargo correspondent relationships and subject to correspondent fees.
ES076	350310	WIRE IN XBDR - USD OR FX Incoming Cross border wire in US dollar or Foreign Currency crediting a Wells Fargo US account.
ES072	350412	WIRE MAIL CONFIRMATION Mailed wire confirmations per item fee for incoming and/or outgoing wires.
ES075	350551	WIRE TEMPLATE STORAGE MONTHLY BASE Monthly charge per repetitive template stored on the Wells Fargo wire system. This includes standing transfer order wires and voice wires. This does NOT include templates stored within CEO Wires.

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service Code	AFP Code	Description
ES141	350120	WIRE BOOK TRANSFER - CEO Wire between two WF accounts that are within one CEO ID, entitled to book transfer, and initiated via a CEO Wires book transfer workflow (i.e. select templated or freeform book transfer option, or write "book" in the payment field for imported data file)
ES139	350100	WIRE OUT DOMESTIC - CEO Outgoing domestic wire (freeform/templated/import) initiated via CEO Wires. Includes wires completed in the Create Wire screen or Create Template screen (for Wire, Drawdown, Federal Tax, or Federal Tax Bulk templates), or wires imported as a payment.
ES147	350113	WIRE OUT XBDR USD - CEO Outgoing Cross Border USD wire (freeform or templated) initiated from a Wells Fargo US account via CEO Wires. This element does not include foreign currency wires via CEO or Foreign Exchange Online (FXOL).
18030	350330	WIRE IN REPAIR SURCHARGE Per wire fee for incoming repair - domestic and international wires.
27045	350402	WIRE PERFECT RECEIVABLES-PER ITEM Per item fee for Wire Electronic Receivable Posting Service. This service provides payment collection and reporting for incoming only wires to a Wells Fargo US account system. This fee is in addition to incoming wire fees.
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM Treasury Information Reporting (TIR) ARP report spreadsheet output per transaction loaded.
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE TIR ARP will allow user to download ARP statements and/or optional reports in different output formats. This includes Positive Pay Only accounts downloading optional reports. Monthly base charges per account authorized for the services.
34260	400054	CEO DEPOSIT DETAIL MAINTENANCE Monthly account maintenance charge for CEO Treasury Information Reporting Deposit Detail. Report includes deposit info and detailed listing of the debit offsets in an individual deposit.
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL Charge for each alert delivered via email by the CEO Alerts/Event Messaging service. Users are charged for the first 80 alerts per month, across all alert types.
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD Charge for each detail item reported in the Intraday Composite report in CEO Treasury Information Reporting for USA-based accounts (Wells Fargo or non-Wells Fargo). Each detail transaction reported is counted as an item.
34120	400055	CEO INTRADAY REPORTING MAINTENANCE Monthly maintenance charge for intraday reporting of USA-based Wells Fargo Bank and non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED Charge for previous day subscription items loaded for USA-based accounts (Wells Fargo and non-Wells Fargo). Each individual balance or transaction loaded each day counts as 1 item.
34100	400052	CEO PREV DAY REPORTING MAINTENANCE Monthly maintenance charge for previous day reporting of USA-based Wells Fargo Bank and

BOARD & CLERK - GLOSSARY

Current Element Definitions

Pinellas County Board and Clerk

Service	AFP	
Code	Code	Description
		non-Wells Fargo data exchange accounts in CEO Treasury Information Reporting.
27707	400340	CEO SEARCH Charge for CEO search results viewed in increments of 1-100 items. For example, if a search returns 400 items and 250 items are viewed, a volume of 3 will be charged (100 items + 100 items + 50 items viewed).
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM Per item charge for retrieval of detailed wire information via CEO Transaction Search or CEO Treasury Information Reporting.
34205	400003	CEO WIRE XFR DETAIL US ACCT MO BASE Per month per account maintenance base fee for having the CEO Treasury Information Reporting Wire Transfer Detail report.
34253	400800	INFO REPORTING HISTORY STORAGE 120 Charge for each item loaded for 120 days of historical data storage for Previous Day Balances and Transaction Details. Each individual balance or transaction each day counts as 1 item. For most accounts, at least 13 balances are loaded daily.
15017	400003	DESKTOP DEPOSIT MONTHLY BASE For each depository account set up for the Desktop Deposit service, a volume of one will be made to the customer.
34207	400274	CEO WIRE XFR DETAIL US ACCT ITEM Per detail item viewed on the CEO Treasury Information Reporting Wire Transfer Detail subscription.
IL152	609999	DEPOSITED CHECK ON CANADIAN BANK Canadian currency or US dollar check drawn on a Canadian bank, deposited at Wells Fargo.

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL A-I - General Account

Bank Name

Enter "0" if providing the service free of charge
 Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK905	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT		(59)	\$0.0000
01 0000	CK001	ACCOUNT MAINTENANCE W/ CHK RETURN		12	\$0.0000
25 1053	34335	ACH CEO FRAUD FILTER REVIEW - ITEM		11	\$0.0000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE		12	\$0.0000
25 0400	34342	ACH CEO RETURN SUBSCRIPTION - ITEM		2,598	\$0.0000
25 0400	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT		96	\$0.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT		192	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM		41,866	\$0.0000
25 1050	ES352	ACH FRAUD FILTER STOP MTHLYBASE		12	\$0.0000
25 0120	ES206	ACH ORIGINATED - ADDENDA REC		52	\$0.0000
25 0000	34377	ACH PAYMENTS BASE FEE		12	\$0.0000
25 0102	ACH1D	ACH PAYMENTS ONE DAY ITEM		81	\$0.0000
25 0500	ES803	ACH PAYMENTS ONLINE BATCH RELEASE		44	\$0.0000
25 0102	ACH2D	ACH PAYMENTS TWO DAY ITEM		15	\$0.0000
25 0220	ES205	ACH PERFECT RECEIVABLES - ADDENDA		92	\$0.0000
25 0202	ES204	ACH PERFECT RECEIVABLES - ITEM		96	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		8,325	\$0.0000
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE		12	\$0.0000
10 001A	22723	BRANCH DEPOSIT POST VERIFY		1,105	\$0.0000
10 0015	08062	CASH DEP/\$1 VERIFY IN CASH VAULT T1		98,975	\$0.0000
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH		39	\$0.0000
10 0111	08071	CASH VAULT COIN DEP-PARTIAL/MIX BAG		78	\$0.0000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED		1,908,322	\$0.0000
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT		9	\$0.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK		375	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE		49	\$0.0000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM		14	\$0.0000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM		25,973	\$0.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM		44,777	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE		48	\$0.0000
40 022Z	34123	CEO EVENT MESSAGING SERVICE - EMAIL		6,838	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM		198	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		137	\$0.0000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD		2,438	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE		96	\$0.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED		21,796	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE		96	\$0.0000
10 0430	34239	CEO RETN ITEM SUBSCRIPTION OPT DETL		262	\$0.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT		96	\$0.0000
10 0416	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM		150	\$0.0000
10 0416	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE		174	\$0.0000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE		156	\$0.0000
40 0340	27707	CEO SEARCH		483	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM		5,907	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE		96	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE		12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE		12	\$0.0000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH		4,605	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT		1,667	\$0.0000
01 0100	CK021	DEBITS POSTED		1,024	\$0.0000
10 0225	002	DEPOSITED CHECK		19,970	\$0.0000
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK		1	\$0.0000
10 0220	001	DEPOSITED CHECKS - ON US		3,816	\$0.0000
15 1352	12816	DESKTOP DEPOSIT IMAGES RETRIEVED		1	\$0.0000
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE		12	\$0.0000
40 0231	15003	DESKTOP DEPOSIT REPORT PER ITEM		12	\$0.0000
01 0101	15007	DESKTOP DEPOSIT-DEPOSIT CREDITED		558	\$0.0000
10 0224	706	DESKTOP DEPOSIT-DEPOSITED ITEM		2,748	\$0.0000
10 0220	701	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS		927	\$0.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED		9,124	\$0.0000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120		58,779	\$0.0000
10 0015	08025	MISCELLANEOUS CREDITS POSTED		138	\$0.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE		12	\$0.0000

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL A-I General Account

Bank Name _____

Enter "0" if providing the service free of charge
 Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
10 001A	CK199	POST VERIFY CASH DEP IN WF BRANCH		117,678	\$0.0000
15 0810	22222	PRINTING & SUPPLIES-VENDOR		220,645	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE		12	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		1,028,749	\$0.0000
10 0400	CK061	RETURN ITEM - CHARGEBACK		36	\$0.0000
10 0402	CK075	RETURN ITEM REDEPOSITED		47	\$0.0000
10 0401	CK090	RETURN ITEM SINGLE ITEM PER ADVICE		36	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE		12	\$0.0000
10 0401	CK069	RETURN ITEM SPECIAL INSTRUCTIONS		36	\$0.0000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH		22	\$0.0000
10 0110	08008	VAULT DEPOSITED COIN - ROLLED		490	\$0.0000
05 9999	41205	VENDOR FEES-LOCKBOX/DATA ENTRY		236,039	\$0.0000
15 1350	22020	WELLSIMAGE PAID CHECK MONTHLY BASE		24	\$0.0000
10 0224	746	WF ELEC DEPOSIT-DEPOSITED ITEM		1,016	\$0.0000
10 0220	741	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS		270	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO		327	\$0.0000
35 0300	ES030	WIRE IN - DOMESTIC		105	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.0000
35 0100	ES139	WIRE OUT DOMESTIC - CEO		248	\$0.0000
35 0113	ES147	WIRE OUT XBDR USD - CEO		37	\$0.0000
35 0551	ES075	WIRE TEMPLATE STORAGE MONTHLY BASE		12	\$0.0000
		Lock Box Activity:			
		Wholesale Standard Item Processing		258,390	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
		Grand Total		4,139,808	\$0.0000

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 POOL G Water Account

Bank Name _____

AFF	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE		12	\$0.0000
25 1010	06510	ACH AUTHORIZATION INVESTIGATION		2	\$0.0000
25 1052	34338	ACH CEO FRAUD FILTER STOP - ITEM		2	\$0.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE		12	\$0.0000
25 0000	ES280	ACH MONTHLY BASE		12	\$0.0000
25 0302	ES363	ACH NOC - TRANSMISSION ADVICE		122	\$0.0000
25 0102	ES211	ACH ONE DAY ITEM		122,049	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		1,191	\$0.0000
25 0302	06505	ACH RETURN ADMIN -ELECTRONIC		256	\$0.0000
25 0302	06502	ACH RETURN ITEM-ELECTRONIC		256	\$0.0000
25 0312	06507	ACH RETURN UNAUTHORIZED -ELECTRONIC		17	\$0.0000
25 0312	06511	ACH RETURN UNAUTHORIZED QUALITY FEE		17	\$0.0000
25 0102	ES216	ACH SAME DAY		4,566	\$0.0000
25 0501	ES801	ACH TRANSMISSION CHARGE		239	\$0.0000
25 0102	ES210	ACH TWO DAY ITEM		1	\$0.0000
25 1070	ES371	ACH WELLS FARGO NOC - TRANS ADVICE		76	\$0.0000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED		772,765	\$0.0000
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT		2	\$0.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK		248	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE		32	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM		273	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		71	\$0.0000
40 0340	27707	CEO SEARCH		262	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE		12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE		12	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT		733	\$0.0000
01 0000	22063	DDA STMT W/IMAGE CLASSIC-MTHLY BASE		12	\$0.0000
01 0100	CK021	DEBITS POSTED		612	\$0.0000
60 9999	IL250	DEPOSIT POSTED FOREIGN CHECKS		1	\$0.0000
10 0225	002	DEPOSITED CHECK		29,581	\$0.0000
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK		91	\$0.0000
10 0220	001	DEPOSITED CHECKS - ON US		5,665	\$0.0000
05 0030	ED500	E-BOX MONTHLY MAINT (W/CROSS REF)		12	\$0.0000
05 9999	ED518	E-BOX OPERATIONS MANUAL RETURN		61	\$0.0000
05 9999	ED470	E-BOX PAYMENT		186,852	\$0.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED		1,175	\$0.0000
10 0230	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT		42	\$0.0000
10 0015	08025	MISCELLANEOUS CREDITS POSTED		53	\$0.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE		12	\$0.0000
15 0810	22222	PRINTING & SUPPLIES-VENDOR		11,857	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE		12	\$0.0000
30 0200	28006	REC MGR OR E-BOX TRANSMISSION		251	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		134,552	\$0.0000
10 0400	CK061	RETURN ITEM - CHARGEBACK		179	\$0.0000
10 0402	CK075	RETURN ITEM REDEPOSITED		161	\$0.0000
10 0411	CK404	RETURN ITEM REPORTING PER ITEM		340	\$0.0000
10 0401	CK090	RETURN ITEM SINGLE ITEM PER ADVICE		179	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE		12	\$0.0000
10 0401	CK069	RETURN ITEM SPECIAL INSTRUCTIONS		179	\$0.0000
10 0411	CK401	RETURN ITEM TRANS REPT PER TRANS		178	\$0.0000
10 0224	746	WF ELEC DEPOSIT-DEPOSITED ITEM		138,074	\$0.0000
10 0220	741	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS		31,906	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO		147	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.0000
		Lock Box Transactions:			
		Cash Remittance Payments		2	\$0.0000
		Exception Items Returned		5,588	\$0.0000
		Courier Fee		12	\$0.0000
		Non-Standard Items Processed		6,304	\$0.0000
		Standard Items Processed		160,853	\$0.0000
		Contract Discount 10% / Adj.		12	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				1,618,210	\$0.0000

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 EMS Credit Card Account

Bank Name _____

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE		12	\$0.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE		12	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		358	\$0.0000
40 0340	27707	CEO SEARCH		1	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE		12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE		12	\$0.0000
01 0320	CK183	DDA STATEMENT - SPECIAL INSTRUCTION		12	\$0.0000
01 0100	CK021	DEBITS POSTED		25	\$0.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED		362	\$0.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE		12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE		12	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		309	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO		25	\$0.0000
35 0412	ES072	WIRE MAIL CONFIRMATION		4	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
		Grand Total		1,171	\$0.0000

EXHIBIT A - BOARD PROPOSAL PRICING FORMS

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 Proposal Form
 Flexible Spending Plan Account

Bank Name _____

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE		12	\$0.0000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE		12	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		53	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE		10	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM		4	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		2	\$0.0000
40 0340	27707	CEO SEARCH		256	\$0.0000
15 0240	22225	CHECK CASHING THRESHOLD MO BASE		12	\$0.0000
15 0240	22245	CHECKS PAY TO INDIV BLOCK MO BASE		12	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT		31	\$0.0000
01 0100	CK021	DEBITS POSTED		53	\$0.0000
10 0225	002	DEPOSITED CHECK		39	\$0.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED		124	\$0.0000
15 0240	22235	OTC DEBIT BLOCK MONTHLY BASE		12	\$0.0000
15 0240	MD091	PYMT AUTH MAX CHECK MTHLY BASE		12	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		3,115	\$0.0000
35 0120	ES141	WIRE BOOK TRANSFER - CEO		1	\$0.0000
35 0300	ES030	WIRE IN - DOMESTIC		26	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.0000
35 9999	ES167	WIRE SECURITY PIN MONTHLY BASE		6	\$0.0000
Enter new charges / insert rows below:					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				3,795	\$0.0000

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - Operating Account

Bank Name _____

Enter "0" if providing the service free of charge
 Leave blank if not providing the service

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK905	ACCOUNT ANALYSIS-CREDIT ADJUSTMENT		(206)	\$0.00000
01 0000	22051	ACCT MAINTENANCE		12	\$0.00000
25 1050	34333	ACH CEO FRAUD FILTER REVIEW MO BASE		12	\$0.00000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT		12	\$0.00000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM		1,088	\$0.00000
25 0720	ES342	ACH CUSTOMER REPORTS		4	\$0.00000
25 0710	ES235	ACH MAIL SERVICE		4	\$0.00000
25 0000	ES280	ACH MONTHLY BASE		12	\$0.00000
25 0102	ES211	ACH ONE DAY ITEM		385	\$0.00000
25 0202	ES344	ACH RECEIVED ITEM		516	\$0.00000
25 0501	ES801	ACH TRANSMISSION CHARGE		83	\$0.00000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM		12	\$0.00000
20 0201	12377	ARP FULL RECON-ITEM		515	\$0.00000
20 0010	12060	ARP MONTHLY BASE - FULL		12	\$0.00000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM		2,483	\$0.00000
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE		12	\$0.00000
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH		10	\$0.00000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED		730	\$0.00000
10 0100	08132	CASH VAULT MONTHLY BASE		3	\$0.00000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM		1	\$0.00000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE		12	\$0.00000
20 0201	34337	CEO CHECK ISSUES-ITEM		4	\$0.00000
40 0274	34262	CEO DEPOSIT DETAIL ITEMS RPTD		2	\$0.00000
40 0054	34260	CEO DEPOSIT DETAIL MAINTENANCE		12	\$0.00000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM		572	\$0.00000
30 0225	34242	CEO EDI PMT DETAIL - ITEM		117	\$0.00000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE		12	\$0.00000
01 0307	34145	CEO E-STMT SUBSCRIPTION - ACCOUNT		12	\$0.00000
01 0307	34147	CEO E-STMT SUBSCRIPTION - ITEM		1,654	\$0.00000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM		55	\$0.00000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		269	\$0.00000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD		364	\$0.00000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE		12	\$0.00000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED		1,652	\$0.00000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE		12	\$0.00000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT		12	\$0.00000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE		12	\$0.00000
40 0340	27707	CEO SEARCH		142	\$0.00000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM		1,232	\$0.00000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE		12	\$0.00000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH		5,430	\$0.00000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT		4	\$0.00000
15 0100	22202	DDA CHECKS PAID		518	\$0.00000
01 0100	CK021	DEBITS POSTED		313	\$0.00000
40 0003	15017	DESKTOP DEPOSIT MONTHLY BASE		12	\$0.00000
01 0101	15007	DESKTOP DEPOSIT-DEPOSIT CREDITED		123	\$0.00000
10 0224	706	DESKTOP DEPOSIT-DEPOSITED ITEM		133	\$0.00000
10 0220	701	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS		127	\$0.00000
25 0201	CK018	ELECTRONIC CREDITS POSTED		819	\$0.00000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120		5,411	\$0.00000
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM		518	\$0.00000
15 0030	12907	POSITIVE PAY MONTHLY BASE		12	\$0.00000
15 0810	22222	PRINTING & SUPPLIES-VENDOR		20,416	\$0.00000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		82,962	\$0.00000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE		12	\$0.00000
10 0040	CK131	ROLLED COIN FURNISHED BY WF BRANCH		37	\$0.00000
15 0410	12670	STOP PAYMENT - ONLINE		1	\$0.00000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM		518	\$0.00000
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER		4	\$0.00000
35 0120	ES141	WIRE BOOK TRANSFER - CEO		169	\$0.00000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.00000
35 0100	ES139	WIRE OUT DOMESTIC - CEO		30	\$0.00000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				129,443	\$0.0000

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - Payroll Account

Bank Name _____

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
01 0000	22051	ACCT MAINTENANCE		12	\$0.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT		12	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM		53	\$0.0000
25 1050	ES352	ACH FRAUD FILTER STOP MTHLYBASE		12	\$0.0000
25 0000	ES280	ACH MONTHLY BASE		12	\$0.0000
25 0302	ES481	ACH NOC - INFO REPORTING ADVICE		4	\$0.0000
25 0120	ES206	ACH ORIGINATED - ADDENDA REC		114	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		54	\$0.0000
25 0302	06505	ACH RETURN ADMIN -ELECTRONIC		10	\$0.0000
25 0501	ES801	ACH TRANSMISSION CHARGE		52	\$0.0000
25 0102	ES210	ACH TWO DAY ITEM		20,111	\$0.0000
25 1070	ES390	ACH WELLS FARGO NOC-INFO REPT ADVIC		1	\$0.0000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM		2	\$0.0000
20 0201	12377	ARP FULL RECON-ITEM		297	\$0.0000
20 0010	12060	ARP MONTHLY BASE - FULL		12	\$0.0000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM		764	\$0.0000
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE		12	\$0.0000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE		12	\$0.0000
20 0201	34337	CEO CHECK ISSUES-ITEM		3	\$0.0000
40 0054	34260	CEO DEPOSIT DETAIL MAINTENANCE		9	\$0.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM		8	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE		12	\$0.0000
01 0307	34145	CEO E-STMT SUBSCRIPTION - ACCOUNT		12	\$0.0000
01 0307	34147	CEO E-STMT SUBSCRIPTION - ITEM		381	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		110	\$0.0000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD		18	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE		12	\$0.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED		380	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE		12	\$0.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT		12	\$0.0000
40 0340	27707	CEO SEARCH		22	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM		116	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE		12	\$0.0000
15 0100	22202	DDA CHECKS PAID		298	\$0.0000
01 0100	CK021	DEBITS POSTED		52	\$0.0000
25 0201	CK018	ELECTRONIC CREDITS POSTED		31	\$0.0000
40 0800	34253	INFO REPORTING HISTORY STORAGE 120		3,213	\$0.0000
15 0122	DS191	PAYEE VALIDATION STANDARD-ITEM		298	\$0.0000
15 0310	12908	POS PAY CHECKS WITH NO ISSUE RECORD		1	\$0.0000
15 0724	34336	POSITIVE PAY EXCEPTION - CEO IMAGE		1	\$0.0000
15 0310	12903	POSITIVE PAY EXCEPTIONS - ITEM		1	\$0.0000
15 0030	12907	POSITIVE PAY MONTHLY BASE		12	\$0.0000
00 0230	IAMIB	RECOUPMENT MONTHLY IB		990	\$0.0000
10 0401	CK081	RETURN ITEM SPECIAL INST MTHLY BASE		12	\$0.0000
15 0410	12670	STOP PAYMENT - ONLINE		2	\$0.0000
15 1399	DS255	WELLSIMAGE PAID CHECK PER ITEM		298	\$0.0000
15 0500	22810	WF CHK CASHED FOR NONACCT HOLDER		14	\$0.0000
35 9999	ES073	WIRE MONTHLY DDA BASE - VOICE		3	\$0.0000
Enter new charges / insert rows below:					
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
Grand Total				<u>27,891</u>	<u>\$0.0000</u>

EXHIBIT B - CLERK PROPOSAL PRICING FORMS

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 Proposal Form
 Clerk - General Account

Bank Name _____

AFP	SERVICE CODE	Description	Charge per Item	Estimated Annual Volume	Annual Service Charges
00 0321	CK900	ACCOUNT ANALYSIS-DEBIT ADJUSTMENT		568	\$0.0000
01 0000	22051	ACCT MAINTENANCE		12	\$0.0000
25 1052	34338	ACH CEO FRAUD FILTER STOP - ITEM		4	\$0.0000
25 1050	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE		12	\$0.0000
25 0400	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT		48	\$0.0000
25 0703	34330	ACH CEO SUBSCRIPTION - ACCOUNT		72	\$0.0000
25 0703	34332	ACH CEO SUBSCRIPTION - ITEM		724	\$0.0000
25 0622	ES346	ACH EXCEPTION PROCESS-DUPLICAT FILE		2	\$0.0000
25 0000	ES280	ACH MONTHLY BASE		21	\$0.0000
25 0102	ES211	ACH ONE DAY ITEM		978	\$0.0000
25 0120	ES206	ACH ORIGINATED - ADDENDA REC		35	\$0.0000
25 0220	ES205	ACH PERFECT RECEIVABLES - ADDENDA		1	\$0.0000
25 0202	ES204	ACH PERFECT RECEIVABLES - ITEM		8	\$0.0000
25 0202	ES344	ACH RECEIVED ITEM		5,604	\$0.0000
25 0102	ES216	ACH SAME DAY		620	\$0.0000
25 0501	ES801	ACH TRANSMISSION CHARGE		284	\$0.0000
25 0102	ES210	ACH TWO DAY ITEM		301	\$0.0000
25 0000	ES203	ACH/WIRE PERFECT RECEIVABLE-MO BASE		12	\$0.0000
20 9999	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM		188,154	\$0.0000
20 0201	12377	ARP FULL RECON-ITEM		21,669	\$0.0000
15 0310	12683	ARP ITEM PAID NO ISSUE INFO-ITEM		71	\$0.0000
20 0010	12060	ARP MONTHLY BASE - FULL		12	\$0.0000
20 0306	12604	ARP OPTIONAL REPORTS		24	\$0.0000
20 0301	12430	ARP OUTPUT - TRANSMISSION		24	\$0.0000
40 0272	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM		1,378,422	\$0.0000
40 0051	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE		12	\$0.0000
10 0006	CK161	CASH DEPOSITED IN WF BRANCH		19,944	\$0.0000
10 0040	CK197	CASH ORDER FEE IN A WF BRANCH		128	\$0.0000
10 0511	08351	CASH VAULT ADJUSTMENT REPORT-EMAIL		12	\$0.0000
10 0199	08290	CASH VAULT CURRENCY/COIN DEPOSITED		10,778,501	\$0.0000
10 0501	08160	CASH VAULT DEPOSIT ADJUSTMENT		13	\$0.0000
10 0100	08174	CASH VAULT DEPOSIT CASH AND CHECK		11,870	\$0.0000
10 0100	08132	CASH VAULT MONTHLY BASE		12	\$0.0000
25 0703	34285	CEO ACH HYP ITM DET INQ - PER ITEM		4	\$0.0000
20 0306	34350	CEO ARP STMT & RPTS MONTHLY BASE		12	\$0.0000
20 0201	34337	CEO CHECK ISSUES-ITEM		45	\$0.0000
30 0225	34245	CEO EDI PMT DETAIL - ADDENDA ITEM		780	\$0.0000
30 0225	34242	CEO EDI PMT DETAIL - ITEM		1,236	\$0.0000
30 0010	34240	CEO EDI PMT DETAIL SUBSC MO BASE		12	\$0.0000
40 0222	34123	CEO EVENT MESSAGING SERVICE - EMAIL		6,527	\$0.0000
15 1352	12812	CEO IMAGE VIEW < 90 DAYS - ITEM		538	\$0.0000
15 1352	12815	CEO IMAGE VIEW > 90 DAYS - ITEM		380	\$0.0000
40 0274	34121	CEO INTRADAY REPORTING ITEMS RPTD		520	\$0.0000
40 0055	34120	CEO INTRADAY REPORTING MAINTENANCE		24	\$0.0000
40 0271	34286	CEO PREV DAY EXT DETAIL ITEMS RPTD		297	\$0.0000
40 0272	34115	CEO PREV DAY REPORTING ITEMS LOADED		43,646	\$0.0000
40 0052	34100	CEO PREV DAY REPORTING MAINTENANCE		24	\$0.0000
10 0416	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT		24	\$0.0000
10 0416	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM		641	\$0.0000
10 0416	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE		200	\$0.0000
10 0416	CK064	CEO RETURN ITEM SERVICE MTHLY BASE		24	\$0.0000
40 0340	27707	CEO SEARCH		1,217	\$0.0000
40 0340	34212	CEO WIRE INQUIRY DETAIL - PER ITEM		12	\$0.0000
40 0274	34207	CEO WIRE XFR DETAIL US ACCT ITEM		12,281	\$0.0000
40 0003	34205	CEO WIRE XFR DETAIL US ACCT MO BASE		36	\$0.0000
10 0040	CK141	CURRENCY FURNISHED BY WF BRANCH		216,067	\$0.0000
10 0100	08173	CV CASH ONLY OR CHECK ONLY DEPOSIT		5,733	\$0.0000
15 0100	22202	DDA CHECKS PAID		18,645	\$0.0000
01 0100	CK021	DEBITS POSTED		769	\$0.0000
10 0225	002	DEPOSITED CHECK		91,491	\$0.0000
60 9999	IL152	DEPOSITED CHECK ON CANADIAN BANK		17	\$0.0000
10 0220	001	DEPOSITED CHECKS - ON US		14,549	\$0.0000

EXHIBIT C-1 BOARD & CLERK - SUMMARY PRICING FORM

Bank Name _____

Banking Services Pricing Summary Sheet:

	Board of County Commissioners: (All Board Accounts)	Clerk of the Circuit Court: (Clerk Operating & Payroll Accounts)	Clerk of the Circuit Court: (Clerk Remittance & General Accounts)
Total of all annual service charges:	\$ - ^a	\$ - ^b	\$ - ^c
The bank's offered earnings credit rate (ECR): <i>(Interest rate to offset analyzed charges)</i>	0.00%	0.00%	0.00%
Other annual or one-time costs/incentives: <i>(Include price for implementation/incentive for transition/retention. Describe & attach separate sheet(s) if necessary)</i>	\$ -	\$ -	
The bank's offered interest rate on excess balances): <i>(Interest rate on <u>excess balances</u> – amounts above balance required to offset all charges)</i>	0.00%	0.00%	N/A - Accounts are non- interest bearing

^a Should tie to the total of all Board accounts shown in Exhibit A

^b Should tie to the total of the Clerk Operating & Payroll accounts shown in Exhibit B

^c Should tie to the total of the Clerk Remittance & General accounts shown in Exhibit B

EXHIBIT C-2 BOARD & CLERK - SINGLE MONTH PRICING FORM

Bank Name _____

December 2018 Banking Services Pricing Summary Sheet:

	Board of County Commissioners: (All Board Accounts)	Clerk of the Circuit Court: (Clerk Operating & Payroll Accounts)	Clerk of the Circuit Court: (Clerk Remittance & General Accounts)
Average Positive Collected Balance	\$ 225,420,307.75	\$ 7,361,613.62	\$ 37,834,810.58
The bank's offered earnings credit rate (ECR): <i>(Interest rate to offset analyzed charges)</i>	0.00%	0.00%	0.00%
Current Months Analyzed Charges	\$ -	\$ -	\$ -
Balance required to offset \$1.00 of analyzed charges.	#DIV/0!	#DIV/0!	#DIV/0!
Balance required to offset December 2018 analyzed charges.	#DIV/0!	#DIV/0!	#DIV/0!
Excess Account Balances	#DIV/0!	#DIV/0!	#DIV/0!
The bank's offered interest rate on excess balances): <i>(Interest rate on <u>excess balances</u> – amounts above balance required to offset all charges)</i>	0.00%	0.00%	N/A - Accounts are non-interest bearing
Interest paid on excess balances:	\$ -	\$ -	N/A - Accounts are non-interest bearing

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	225,420,307.75
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	225,420,307.75
EARNINGS ALLOWANCE @	\$	0.00
NET EARNINGS ALLOWANCE:	=	0.00
CURRENT MONTH ANALYZED CHARGES:	-	0.00
CURRENT MONTH POSITION:	=	0.00
TOTAL AMOUNT DUE:	\$	0.00
NUMBER OF DAYS IN THIS CYCLE:		31
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	#DIV/0!
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES *	\$	#DIV/0!

0.00% Earnings Credit Rate (ECR)

* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)

INTEREST RATE ON EXCESS BALANCES:		0.00%
INTEREST PAID ON EXCESS BALANCES:	\$	0.00

Interest on excess balances

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY IB	IAMIB	00 0230		226,331.62	0.00
GENERAL ACCOUNT SERVICES					0.00
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	22063	01 0000		1.00	0.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	15007	01 0101		37.00	0.00
ACCOUNT MAINTENANCE W/ CHK RETURN	CK001	01 0000		5.00	0.00
ACCT MAINTENANCE	22051	01 0000		5.00	0.00
DEBITS POSTED	CK021	01 0100		217.00	0.00
DDA STATEMENT - SPECIAL INSTRUCTION	CK183	01 0320		3.00	0.00
LOCKBOX SERVICES					0.00
E-BOX PAYMENT	ED470	05 9999		13,350.00	0.00
E-BOX MONTHLY MAINT (W/CROSS REF)	ED500	05 0030		1.00	0.00
E-BOX OPERATIONS MANUAL RETURN	ED518	05 9999		6.00	0.00
VENDOR FEES-LOCKBOX/DATA ENTRY	41205	05 9999		18,836.65	0.00
DEPOSITORY SERVICES					0.00
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416		10.00	0.00
CEO RETN ITEM SUBSCRIPTION PER ITEM	34237	10 0416		5.00	0.00
CEO RETN ITEM SUBSCRIPTION OPT DETL	34239	10 0430		23.00	0.00
VAULT DEPOSITED COIN - ROLLED	08008	10 0110		10.00	0.00
MISCELLANEOUS CREDITS POSTED	08025	10 0015		11.00	0.00
BRANCH DEPOSIT	08052	10 0006		10.00	0.00
CASH VAULT COIN DEP-PARTIAL/MIX BAG	08071	10 0111		1.00	0.00
CASH VAULT COIN FURNISHED - ROLLED	08110	10 0144		180.00	0.00
CASH VAULT MONTHLY BASE	08132	10 0100		8.00	0.00
CASH VAULT CASH ORDER-TOUCHTONE	08189	10 0141		9.00	0.00
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199		283,611.00	0.00
CASH VAULT CURRENCY FURN-NONSTD	08400	10 0148		3,850.00	0.00
CASH VAULT CURRENCY FURNISHED	08416	10 0199		18,700.00	0.00
BRANCH DEPOSIT POST VERIFY	22723	10 001A		83.00	0.00
DEPOSITED CHECKS - ON US	001	10 0220		686.00	0.00
DEPOSITED CHECK	002	10 0225		3,443.00	0.00
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	701	10 0220		69.00	0.00

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
DESKTOP DEPOSIT-DEPOSITED ITEM	706	10 0224		223.00	0.00
WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	741	10 0220		3,103.00	0.00
WF ELEC DEPOSIT-DEPOSITED ITEM	746	10 0224		12,815.00	0.00
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	790	10 0230		17.00	0.00
CASH DEPOSITED IN WF BRANCH	CK161	10 0006		175.00	0.00
POST VERIFY CASH DEP IN WF BRANCH	CK199	10 001A		16,292.00	0.00
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100		201.00	0.00
CASH VAULT DEPOSIT CASH AND CHECK	08174	10 0100		60.00	0.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040		2.00	0.00
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040		103.00	0.00
RETURN ITEM - CHARGEBACK	CK061	10 0400		25.00	0.00
CEO RETURN ITEM RETRIEVAL-IMAGE	CK062	10 0416		8.00	0.00
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416		13.00	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	CK069	10 0401		25.00	0.00
RETURN ITEM SINGLE ITEM PER ADVICE	CK090	10 0401		25.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401		8.00	0.00
RETURN ITEM REDEPOSITED	CK075	10 0402		21.00	0.00
RETURN ITEM TRANS REPT PER TRANS	CK401	10 0411		16.00	0.00
RETURN ITEM REPORTING PER ITEM	CK404	10 0411		27.00	0.00
PAPER DISBURSEMENT SERVICES					0.00
POSITIVE PAY EXCEPTION - CEO IMAGE	34336	15 0724		3.00	0.00
PRINTING & SUPPLIES-VENDOR	22222	15 0810		19,703.00	0.00
MICR CHECK REJECTS >1% THROUGH 2%	12677	15 0300		22.00	0.00
PYMT AUTH MAX CHECK MTHLY BASE	MD091	15 0240		8.00	0.00
STOP PAYMENT - ONLINE	12670	15 0410		1.00	0.00
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352		98.00	0.00
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352		70.00	0.00
POSITIVE PAY EXCEPTIONS - ITEM	12903	15 0310		3.00	0.00
POSITIVE PAY MONTHLY BASE	12907	15 0030		2.00	0.00
WELLSIMAGE PAID CHECK MONTHLY BASE	22020	15 1350		3.00	0.00
CHECK CASHING THRESHOLD MO BASE	22225	15 0240		8.00	0.00
OTC DEBIT BLOCK MONTHLY BASE	22235	15 0240		8.00	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	22245	15 0240		8.00	0.00
WELLSIMAGE PAID CHECK PER CD	22015	15 1353		1.00	0.00
DDA CHECKS PAID	22202	15 0100		1,720.00	0.00
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122		1,720.00	0.00
PAYEE VALIDATION MANUAL REVIEW/ITEM	DS194	15 0299		15.00	0.00
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500		2.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399		1,873.00	0.00
PAPER DISBURSEMENT RECON SERVICES					0.00
CEO CHECK ISSUES-ITEM	34337	20 0201		12.00	0.00
ARP MONTHLY BASE - FULL	12060	20 0010		2.00	0.00
ARP FULL RECON-ITEM	12377	20 0201		1,592.00	0.00
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999		1,019.00	0.00
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306		2.00	0.00
GENERAL ACH SERVICES					0.00
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703		18.00	0.00
ACH CEO SUBSCRIPTION - ITEM	34332	25 0703		1,718.00	0.00

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
ELECTRONIC CREDITS POSTED	CK018	25 0201		1,174.00	0.00
ACH/WIRE PERFECT RECEIVABLE-MO BASE	ES203	25 0000		3.00	0.00
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	34340	25 0400		8.00	0.00
ACH CEO RETURN SUBSCRIPTION - ITEM	34342	25 0400		305.00	0.00
ACH MONTHLY BASE	ES280	25 0000		3.00	0.00
ACH ONE DAY ITEM	ES211	25 0102		8,448.00	0.00
ACH PERFECT RECEIVABLES - ITEM	ES204	25 0202		28.00	0.00
ACH TWO DAY ITEM	ES210	25 0102		6,619.00	0.00
ACH SAME DAY	ES216	25 0102		371.00	0.00
ACH ORIGINATED - ADDENDA REC	ES206	25 0120		150.00	0.00
ACH PERFECT RECEIVABLES - ADDENDA	ES205	25 0220		35.00	0.00
ACH RECEIVED ITEM	ES344	25 0202		1,044.00	0.00
ACH RETURN ITEM-ELECTRONIC	06502	25 0302		31.00	0.00
ACH RETURN ADMIN -MANUAL	06504	25 0302		2.00	0.00
ACH RETURN ADMIN -ELECTRONIC	06505	25 0302		13.00	0.00
ACH PAYMENTS ONLINE BATCH RELEASE	ES803	25 0500		4.00	0.00
ACH TRANSMISSION CHARGE	ES801	25 0501		30.00	0.00
ACH PAYMENTS ONE DAY ITEM	ACH1D	25 0102		8.00	0.00
ACH PAYMENTS TWO DAY ITEM	ACH2D	25 0102		1.00	0.00
ACH PAYMENTS BASE FEE	34377	25 0000		1.00	0.00
ACH CEO FRAUD FILTER REVIEW MO BASE	34333	25 1050		2.00	0.00
ACH CEO FRAUD FILTER STOP MTHLYBASE	34334	25 1050		6.00	0.00
ACH FRAUD FILTER STOP MTHLYBASE	ES352	25 1050		3.00	0.00
ACH FRAUD FILTER STOP - ITEM	ES353	25 1052		2.00	0.00
ACH NOC - TRANSMISSION ADVICE	ES363	25 0302		35.00	0.00
ACH WELLS FARGO NOC - TRANS ADVICE	ES371	25 1070		8.00	0.00
ACH NOC - INFO REPORTING ADVICE	ES481	25 0302		1.00	0.00
ACH NOC - MAIL ADVICE	ES486	25 0302		3.00	0.00
EDI PAYMENT SERVICES					0.00
REC MGR OR E-BOX TRANSMISSION	28006	30 0200		20.00	0.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010		4.00	0.00
CEO EDI PMT DETAIL - ITEM	34242	30 0225		1,635.00	0.00
CEO EDI PMT DETAIL - ADDENDA ITEM	34245	30 0225		1,109.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					0.00
WIRE MONTHLY DDA BASE - VOICE	ES073	35 9999		10.00	0.00
WIRE IN - DOMESTIC	ES030	35 0300		9.00	0.00
WIRE MAIL CONFIRMATION	ES072	35 0412		1.00	0.00
WIRE TEMPLATE STORAGE MONTHLY BASE	ES075	35 0551		1.00	0.00
WIRE OUT DOMESTIC - CEO	ES139	35 0100		19.00	0.00
WIRE BOOK TRANSFER - CEO	ES141	35 0120		79.00	0.00
WIRE OUT XBDR USD - CEO	ES147	35 0113		3.00	0.00
INFORMATION SERVICES					0.00
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003		1.00	0.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274		493.00	0.00
CEO SEARCH	27707	40 0340		213.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052		10.00	0.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272		3,463.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055		10.00	0.00

EXHIBIT C-2 BOARD - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 RELATIONSHIP SUMMARY

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274		159.00	0.00
CEO EVENT MESSAGING SERVICE - EMAIL	34123	40 022Z		470.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003		10.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800		6,950.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051		2.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272		7,461.00	0.00
INTERNATIONAL SERVICES					0.00
DEPOSITED CHECK ON CANADIAN BANK	IL152	60 9999		6.00	0.00
DEPOSIT POSTED FOREIGN CHECKS	IL250	60 9999		1.00	0.00
Enter new charges / insert rows below:					
					0.00
					0.00
					0.00
TOTAL ANALYZED CHARGES:					0.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - OPERATING AND PAYROLL ACCOUNTS

RELATIONSHIP SUMMARY

ANALYSIS SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	7,361,613.62
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	7,361,613.62
EARNINGS ALLOWANCE @	\$	0.00
NET EARNINGS ALLOWANCE:	=	0.00
CURRENT MONTH ANALYZED CHARGES:	-	0.00
CURRENT MONTH POSITION:	=	0.00
TOTAL AMOUNT DUE:	\$	0.00
NUMBER OF DAYS IN THIS CYCLE:		31
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	#DIV/0!
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES*	\$	#DIV/0!

0.00% Earnings Credit Rate (ECR)

* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)

INTEREST RATE ON EXCESS BALANCES:		0.00%
INTEREST PAID ON EXCESS BALANCES:	\$	0.00

Interest on excess balances

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFP CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY IB	IAMIB	00 0230		7,362.60	0.00
GENERAL ACCOUNT SERVICES					0.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	15007	01 0101		12.00	0.00
CEO E-STMT SUBSCRIPTION - ACCOUNT	34145	01 0307		2.00	0.00
CEO E-STMT SUBSCRIPTION - ITEM	34147	01 0307		143.00	0.00
ACCT MAINTENANCE	22051	01 0000		2.00	0.00
DEBITS POSTED	CK021	01 0100		27.00	0.00
DEPOSITORY SERVICES					0.00
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416		2.00	0.00
CASH VAULT MONTHLY BASE	08132	10 0100		1.00	0.00
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199		500.00	0.00
DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	701	10 0220		6.00	0.00
DESKTOP DEPOSIT-DEPOSITED ITEM	706	10 0224		7.00	0.00
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100		1.00	0.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040		2.00	0.00
ROLLED COIN FURNISHED BY WF BRANCH	CK131	10 0040		11.00	0.00
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040		2,050.00	0.00
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416		1.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401		2.00	0.00
PAPER DISBURSEMENT SERVICES					0.00
STOP PAYMENT - ONLINE	12670	15 0410		1.00	0.00
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352		25.00	0.00
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352		19.00	0.00
POSITIVE PAY MONTHLY BASE	12907	15 0030		2.00	0.00
DDA CHECKS PAID	22202	15 0100		49.00	0.00
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122		49.00	0.00
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500		2.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399		45.00	0.00
PAPER DISBURSEMENT RECON SERVICES					0.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - OPERATING AND PAYROLL ACCOUNTS

RELATIONSHIP SUMMARY

ANALYSIS SUMMARY

SERVICE DETAIL

<u>SERVICE DESCRIPTION</u>	<u>SERVICE CODE</u>	<u>AFP CODE</u>	<u>UNIT PRICE</u>	<u>VOLUME</u>	<u>SERVICE CHARGES</u>
ARP MONTHLY BASE - FULL	12060	20 0010		2.00	0.00
ARP FULL RECON-ITEM	12377	20 0201		39.00	0.00
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999		1.00	0.00
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306		2.00	0.00
GENERAL ACH SERVICES					0.00
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703		2.00	0.00
ACH CEO SUBSCRIPTION - ITEM	34332	25 0703		123.00	0.00
ELECTRONIC CREDITS POSTED	CK018	25 0201		66.00	0.00
ACH MONTHLY BASE	ES280	25 0000		2.00	0.00
ACH ONE DAY ITEM	ES211	25 0102		25.00	0.00
ACH TWO DAY ITEM	ES210	25 0102		1,509.00	0.00
ACH ORIGINATED - ADDENDA REC	ES206	25 0120		8.00	0.00
ACH RECEIVED ITEM	ES344	25 0202		44.00	0.00
ACH TRANSMISSION CHARGE	ES801	25 0501		10.00	0.00
ACH CEO FRAUD FILTER REVIEW MO BASE	34333	25 1050		1.00	0.00
ACH FRAUD FILTER STOP MTHLYBASE	ES352	25 1050		1.00	0.00
ACH NOC - INFO REPORTING ADVICE	ES481	25 0302		1.00	0.00
EDI PAYMENT SERVICES					0.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010		2.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					0.00
WIRE MONTHLY DDA BASE - VOICE	ES073	35 9999		2.00	0.00
WIRE OUT DOMESTIC - CEO	ES139	35 0100		3.00	0.00
WIRE BOOK TRANSFER - CEO	ES141	35 0120		12.00	0.00
INFORMATION SERVICES					0.00
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003		1.00	0.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274		75.00	0.00
CEO SEARCH	27707	40 0340		34.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052		2.00	0.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272		149.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055		2.00	0.00
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274		4.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003		2.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800		670.00	0.00
CEO DEPOSIT DETAIL MAINTENANCE	34260	40 0054		1.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051		2.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272		240.00	0.00
Enter new charges / insert rows below:					
					0.00
					0.00
					0.00
TOTAL ANALYZED CHARGES:					0.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY

ANALYSIS SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE:	\$	37,834,810.58	
INVESTABLE BALANCE AVAILABLE FOR SERVICES:	=	37,834,810.58	
EARNINGS ALLOWANCE @	\$	0.00	0.00% Earnings Credit Rate (ECR)
NET EARNINGS ALLOWANCE:	=	0.00	
CURRENT MONTH ANALYZED CHARGES:	-	0.00	
CURRENT MONTH POSITION:	=	0.00	
TOTAL AMOUNT DUE:	\$	0.00	
NUMBER OF DAYS IN THIS CYCLE:			31
INVESTABLE BALANCE REQUIRED TO OFFSET \$1.00 OF ANALYZED CHARGES:	\$	#DIV/0!	
BALANCE REQUIRED TO OFFSET ALL CURRENT MONTH ANALYZED CHARGES *	\$	#DIV/0!	

* Balance required can vary monthly based on the month's volume, services, earnings credit rate and pricing.)

SERVICE DETAIL

SERVICE DESCRIPTION	SERVICE CODE	AFF CODE	UNIT PRICE	VOLUME	SERVICE CHARGES
BALANCE & COMPENSATION INFORMATION					0.00
RECOUPMENT MONTHLY	IAMTH	00 0230		38,077.47	0.00
GENERAL ACCOUNT SERVICES					0.00
ACCT MAINTENANCE	22051	01 0000		2.00	0.00
DEBITS POSTED	CK021	01 0100		65.00	0.00
DEPOSITORY SERVICES					0.00
CEO RETN ITEM SUBSCRIPTION PER ACCT	34235	10 0416		2.00	0.00
CEO RETN ITEM SUBSCRIPTION PER ITEM	34237	10 0416		63.00	0.00
VAULT DEPOSITED COIN - ROLLED	08008	10 0110		39.00	0.00
MISCELLANEOUS CREDITS POSTED	08025	10 0015		3.00	0.00
CASH VAULT MONTHLY BASE	08132	10 0100		1.00	0.00
CASH VAULT CURRENCY/COIN DEPOSITED	08290	10 0199		751,627.00	0.00
CASH VAULT ADJUSTMENT REPORT-EMAIL	08351	10 0511		1.00	0.00
DEPOSITED CHECKS - ON US	001	10 0220		967.00	0.00
DEPOSITED CHECK	002	10 0225		5,914.00	0.00
CASH DEPOSITED IN WF BRANCH	CK161	10 0006		6,732.00	0.00
CV CASH ONLY OR CHECK ONLY DEPOSIT	08173	10 0100		435.00	0.00
CASH VAULT DEPOSIT CASH AND CHECK	08174	10 0100		779.00	0.00
CASH ORDER FEE IN A WF BRANCH	CK197	10 0040		13.00	0.00
ROLLED COIN FURNISHED BY WF BRANCH	CK131	10 0040		57.00	0.00
CURRENCY FURNISHED BY WF BRANCH	CK141	10 0040		22,044.00	0.00
RETURN ITEM - CHARGEBACK	CK061	10 0400		12.00	0.00
CEO RETURN ITEM RETRIEVAL-IMAGE	CK062	10 0416		23.00	0.00
CEO RETURN ITEM SERVICE MTHLY BASE	CK064	10 0416		2.00	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	CK069	10 0401		12.00	0.00
RETURN ITEM SPECIAL INST MTHLY BASE	CK081	10 0401		2.00	0.00
RETURN ITEM REDEPOSITED	CK075	10 0402		9.00	0.00
PAPER DISBURSEMENT SERVICES					0.00
POSITIVE PAY EXCEPTION - CEO IMAGE	34336	15 0724		18.00	0.00
MICR CHECK REJECTS >1% THROUGH 2%	12677	15 0300		15.00	0.00
PYMT AUTH MAX CHECK MTHLY BASE	MD091	15 0240		1.00	0.00
POSITIVE PAY EXCEPTION CHECKS RETND	12505	15 0222		13.00	0.00
STOP PAYMENT - ONLINE	12670	15 0410		8.00	0.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY
 ANALYSIS SUMMARY

SERVICE DETAIL

<u>SERVICE DESCRIPTION</u>	<u>SERVICE CODE</u>	<u>AFP CODE</u>	<u>UNIT PRICE</u>	<u>VOLUME</u>	<u>SERVICE CHARGES</u>
CEO IMAGE VIEW < 90 DAYS - ITEM	12812	15 1352		65.00	0.00
CEO IMAGE VIEW > 90 DAYS - ITEM	12815	15 1352		12.00	0.00
POSITIVE PAY EXCEPTIONS - ITEM	12903	15 0310		18.00	0.00
POSITIVE PAY MONTHLY BASE	12907	15 0030		1.00	0.00
POS PAY CHECKS WITH NO ISSUE RECORD	12908	15 0310		14.00	0.00
WELLSIMAGE PAID CHECK MONTHLY BASE	22020	15 1350		1.00	0.00
CHECK CASHING THRESHOLD MO BASE	22225	15 0240		1.00	0.00
OTC DEBIT BLOCK MONTHLY BASE	22235	15 0240		1.00	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	22245	15 0240		1.00	0.00
WELLSIMAGE PAID CHECK PER CD	22015	15 1353		1.00	0.00
DDA CHECKS PAID	22202	15 0100		1,453.00	0.00
PAYEE VALIDATION STANDARD-ITEM	DS191	15 0122		1,453.00	0.00
WF CHK CASHED FOR NONACCT HOLDER	22810	15 0500		8.00	0.00
WELLSIMAGE PAID CHECK PER ITEM	DS255	15 1399		1,589.00	0.00
STOP PAYMENT - AUTO RENEWAL	22030	15 0412		37.00	0.00
PAPER DISBURSEMENT RECON SERVICES					0.00
CEO CHECK ISSUES-ITEM	34337	20 0201		4.00	0.00
ARP MONTHLY BASE - FULL	12060	20 0010		1.00	0.00
ARP FULL RECON-ITEM	12377	20 0201		1,421.00	0.00
ARP OUTPUT - TRANSMISSION	12430	20 0301		2.00	0.00
ARP OPTIONAL REPORTS	12604	20 0306		2.00	0.00
ARP AGED ISSUE RECORDS ON FILE-ITEM	12687	20 9999		16,926.00	0.00
OUTGOING TRANSMISSION - PER ITEM	12694	20 0100		1,454.00	0.00
CEO ARP STMT & RPTS MONTHLY BASE	34350	20 0306		1.00	0.00
GENERAL ACH SERVICES					0.00
ACH CEO SUBSCRIPTION - ACCOUNT	34330	25 0703		6.00	0.00
ELECTRONIC CREDITS POSTED	CK018	25 0201		502.00	0.00
ACH/WIRE PERFECT RECEIVABLE-MO BASE	ES203	25 0000		2.00	0.00
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	34340	25 0400		4.00	0.00
ACH MONTHLY BASE	ES280	25 0000		1.00	0.00
ACH ONE DAY ITEM	ES211	25 0102		88.00	0.00
ACH PERFECT RECEIVABLES - ITEM	ES204	25 0202		1.00	0.00
ACH TWO DAY ITEM	ES210	25 0102		7.00	0.00
ACH SAME DAY	ES216	25 0102		47.00	0.00
ACH ORIGINATED - ADDENDA REC	ES206	25 0120		3.00	0.00
ACH PERFECT RECEIVABLES - ADDENDA	ES205	25 0220		1.00	0.00
ACH RECEIVED ITEM	ES344	25 0202		465.00	0.00
ACH TRANSMISSION CHARGE	ES801	25 0501		20.00	0.00
ACH CEO FRAUD FILTER STOP MTHLYBASE	34334	25 1050		2.00	0.00
EDI PAYMENT SERVICES					0.00
CEO EDI PMT DETAIL SUBSC MO BASE	34240	30 0010		1.00	0.00
WIRE & OTHER FUNDS TRANSFER SERVICE					0.00
WIRE IN REPAIR SURCHARGE	18030	35 0330		1.00	0.00
WIRE PERFECT RECEIVABLES-PER ITEM	27045	35 0402		53.00	0.00
WIRE IN - DOMESTIC	ES030	35 0300		55.00	0.00
WIRE BOOK TRANSFER - CEO	ES141	35 0120		27.00	0.00
INFORMATION SERVICES					0.00

EXHIBIT C-2 CLERK - DECEMBER 2018 PRICING FORM
 PINELLAS COUNTY CLERK OF THE CIRCUIT COURT - REMITTANCE AND GENERAL
 RELATIONSHIP SUMMARY
 ANALYSIS SUMMARY

SERVICE DETAIL

<u>SERVICE DESCRIPTION</u>	<u>SERVICE CODE</u>	<u>AFP CODE</u>	<u>UNIT PRICE</u>	<u>VOLUME</u>	<u>SERVICE CHARGES</u>
DESKTOP DEPOSIT MONTHLY BASE	15017	40 0003		1.00	0.00
CEO WIRE XFR DETAIL US ACCT ITEM	34207	40 0274		712.00	0.00
CEO SEARCH	27707	40 0340		122.00	0.00
CEO PREV DAY REPORTING MAINTENANCE	34100	40 0052		2.00	0.00
CEO PREV DAY REPORTING ITEMS LOADED	34115	40 0272		3,337.00	0.00
CEO INTRADAY REPORTING MAINTENANCE	34120	40 0055		2.00	0.00
CEO INTRADAY REPORTING ITEMS RPTD	34121	40 0274		224.00	0.00
CEO EVENT MESSAGING SERVICE - EMAIL	34123	40 022Z		545.00	0.00
CEO WIRE XFR DETAIL US ACCT MO BASE	34205	40 0003		3.00	0.00
INFO REPORTING HISTORY STORAGE 120	34253	40 0800		4,371.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) BASE	34420	40 0051		1.00	0.00
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	34421	40 0272		122,675.00	0.00
INTERNATIONAL SERVICES					0.00
DEPOSITED CHECK ON CANADIAN BANK	IL152	60 9999		3.00	0.00
Enter new charges / insert rows below:					
					0.00
					0.00
					0.00
TOTAL ANALYZED CHARGES:					0.00

EXHIBIT D - EXCEPTIONS

PINELLAS COUNTY
PROPOSAL EXCEPTION FORM

The Bank wishes to take exception to the following items:

Page

Item

Estimated Cost

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 201____ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and _____, _____ (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 189-0463-P (“RFP”) for Banking services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the

insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the County, through the Finance Director of the Pinellas County Clerk of the Circuit Court.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on :

_____, 2020,

and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$_____, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.]

The Bank will invoice the Clerk on a monthly basis for the services, in accordance with the fee structure outlined in the Bank’s proposal. Payment will be made in accordance with Section 218.70, Florida Statutes Et. Seq., the Local Government Prompt Payment Act.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.**A. Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. **Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Finance Director, Finance Division or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *[Proposer]* _____. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. **Subcontracting/Assignment.**

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County: Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757

For Contractor:

Attn: Finance Director

Attn:

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. **Conflict of Interest.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.; ~~and during the term of this Agreement, Contractor shall no _____.~~

- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including N/A and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Name of Firm

By _____

By: _____

Signature

Print Name

ATTEST:

Ken Burke,
Clerk of the Circuit Court

Title

By: _____

Deputy Clerk

Approved as to Form

By: _____

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT C

PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

PAYMENT/INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

EXHIBIT D

PAYMENT/INVOICES

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



Securities Industry and Financial Markets Association
New York • Washington
www.sifma.org



International Capital Market Association
Talacker 29, 8001 Zurich, Switzerland
www.icmagroup.org

2011 version

Global Master Repurchase Agreement

Dated as of _____

Between:

_____ (“Party A”)

and

_____ (“Party B”)

1. Applicability

- (a) From time to time the parties hereto may enter into transactions in which one party, acting through a Designated Office, ("Seller") agrees to sell to the other, acting through a Designated Office, ("Buyer") securities or other financial instruments ("Securities") (subject to paragraph 1(c), other than equities and Net Paying Securities) against the payment of the purchase price by Buyer to Seller, with a simultaneous agreement by Buyer to sell to Seller Securities equivalent to such Securities at a date certain or on demand against the payment of the repurchase price by Seller to Buyer.
- (b) Each such transaction (which may be a repurchase transaction ("Repurchase Transaction") or a buy and sell back transaction ("Buy/Sell Back Transaction")) shall be referred to herein as a "Transaction" and shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I and any annex specified in Annex I, unless otherwise agreed in writing.
- (c) If this Agreement may be applied to-
 - (i) Buy/Sell Back Transactions, this shall be specified in Annex I hereto, and the provisions of the Buy/Sell Back Annex shall apply to such Buy/Sell Back Transactions;



- (ii) Net Paying Securities, this shall be specified in Annex I hereto and the provisions of Annex I, paragraph 1(b) shall apply to Transactions involving Net Paying Securities.

2. **Definitions**

- (a) "Act of Insolvency" shall occur with respect to any party hereto upon -
 - (i) its making a general assignment for the benefit of, or entering into a reorganisation, arrangement, or composition with, creditors; or
 - (ii) a secured party taking possession of, or carrying out other enforcement measures in relation to, all or substantially all assets of such party, provided the relevant process is not dismissed, discharged, stayed or restrained within 15 days; or
 - (iii) its becoming insolvent or becoming unable to pay its debts as they become due or failing or admitting in writing its inability generally to pay its debts as they become due; or
 - (iv) its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or
 - (v) the presentation or filing of a petition in respect of it (other than by the other party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency or the commencement of any proceeding by any Competent Authority alleging or for the bankruptcy, winding-up or insolvency of such party (or any analogous proceeding) or seeking any reorganisation, arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition not having been stayed or dismissed within 15 days of its filing (except in the case of a petition presented by a Competent Authority or for winding-up or any analogous proceeding, in respect of which no such 15 day period shall apply); or
 - (vi) the appointment of a receiver, administrator, liquidator, conservator, custodian or trustee or analogous officer of such party or over all or any material part of such party's property; or
 - (vii) the convening of any meeting of its creditors for the purpose of considering a voluntary arrangement as referred to in section 3 of the Insolvency Act 1986 (or any analogous proceeding);
- (b) "Agency Transaction", the meaning specified in paragraph 1 of the Agency Annex to this Agreement as published by ICMA;
- (c) "Applicable Rate", in relation to any sum in any currency:



- (i) for the purposes of paragraph 10, the rate selected in a commercially reasonable manner by the non-Defaulting Party;
- (ii) for any other purpose, the rate agreed by the parties acting in a commercially reasonable manner;
- (d) "Appropriate Market", the meaning specified in paragraph 10;
- (e) "Base Currency", the currency indicated in Annex I;
- (f) "Business Day" means -
 - (i) in relation to the settlement of a Transaction or delivery of Securities under this Agreement through a settlement system, a day on which that settlement system is open for business;
 - (ii) in relation to the settlement of a Transaction or delivery of Securities under this Agreement otherwise than through a settlement system, a day on which banks are open for business in the place where the relevant Securities are to be delivered and, if different, the place in which the relevant payment is to be made; and
 - (iii) in relation to the payment of any amount under this Agreement not falling within (i) or (ii) above, a day other than a Saturday or a Sunday on which banks are open for business in the principal financial centre of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of a payment in euro, a day on which TARGET2 operates).
- (g) "Cash Equivalent Amount" has the meaning given in paragraph 4(h);
- (h) "Cash Margin", a cash sum paid or to be paid to Buyer or Seller in accordance with paragraph 4;
- (i) "Competent Authority", a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over a party in the jurisdiction of its incorporation or establishment or the jurisdiction of its head office;
- U) "Confirmation", the meaning specified in paragraph 3(b);
- (k) "Contractual Currency", the meaning specified in paragraph 7(a);
- (l) "Defaulting Party", the meaning specified in paragraph 10;
- (m) "Default Market Value", the meaning specified in paragraph 10;
- (n) "Default Notice", a written notice served by the non-Defaulting Party on the Defaulting Party under paragraph 10(b) designating a day as an Early Termination Date;



- (o) "Deliverable Securities", the meaning specified in paragraph 10;
- (p) "Designated Office", a branch or office which is specified as such in Annex I or such other branch or office as may be agreed in writing by the parties;
- (q) "Distribution(s)", the meaning specified in sub-paragraph (y) below;
- (r) "Early Termination Date", the date designated as such in a Default Notice or as otherwise determined in accordance with paragraph 10(b);
- (s) "Electronic Messaging System", an electronic system for communication capable of reproducing communication in hard copy form, including email;
- (t) "Equivalent Margin Securities", Securities equivalent to Securities previously transferred as Margin Securities;
- (u) "Equivalent Securities", with respect to a Transaction, Securities equivalent to Purchased Securities under that Transaction. If and to the extent that such Purchased Securities have been redeemed, the expression shall mean a sum of money equivalent to the proceeds of the redemption (other than Distributions);
- (v) Securities are "equivalent to" other Securities for the purposes of this Agreement if they are: (i) of the same issuer; (ii) part of the same issue; and (iii) of an identical type, nominal value, description and (except where otherwise stated) amount as those other Securities, provided that-
 - (A) Securities will be equivalent to other Securities notwithstanding that those Securities have been redenominated into euro or that the nominal value of those Securities has changed in connection with such redenomination; and
 - (B) where Securities have been converted, subdivided or consolidated or have become the subject of a takeover or the holders of Securities have become entitled to receive or acquire other Securities or other property or the Securities have become subject to any similar event other than a Distribution, the expression "equivalent to" shall mean Securities equivalent to (as defined in the provisions of this definition preceding the proviso) the original Securities together with or replaced by a sum of money or Securities or other property equivalent to (as so defined) that receivable by holders of such original Securities resulting from such event;
- (w) "Event of Default", the meaning specified in paragraph 10;
- (x) "Forward Transaction", the meaning specified in paragraph 2(c)(i) of Annex I;
- (y) "Income", with respect to any Security at any time, all interest, dividends or other distributions thereon, including distributions which are a payment or repayment of principal in respect of the relevant securities ("Distribution(s)");
- (z) "Income Payment Date", with respect to any Securities, the date on which Income is



paid in respect of such Securities or, in the case of registered Securities, the date by reference to which particular registered holders are identified as being entitled to payment of Income;

- (aa) "Margin Percentage", with respect to any Margin Securities or Equivalent Margin Securities, the percentage, if any, agreed by the parties acting in a commercially reasonable manner;
- (bb) "Margin Ratio", with respect to a Transaction, the Market Value of the Purchased Securities at the time when the Transaction was entered into divided by the Purchase Price (and so that, where a Transaction relates to Securities of different descriptions and the Purchase Price is apportioned by the parties among Purchased Securities of each such description, a separate Margin Ratio shall apply in respect of Securities of each such description), or such other proportion as the parties may agree with respect to that Transaction;
- (cc) "Margin Securities", in relation to a Margin Transfer, Securities of the type and value (having applied Margin Percentage, if any) reasonably acceptable to the party calling for such Margin Transfer;
- (dd) "Margin Transfer", any, or any combination of, the payment or repayment of Cash Margin and the transfer of Margin Securities or Equivalent Margin Securities;
- (ee) "Market Value", with respect to any Securities as of any time on any date, the price for such Securities (after having applied the Margin Percentage, if any, in the case of Margin Securities) at such time on such date obtained from a generally recognised source agreed by the parties or as otherwise agreed by the parties (and where different prices are obtained for different delivery dates, the price so obtainable for the earliest available such delivery date) having regard to market practice for valuing Securities of the type in question plus the aggregate amount of Income which, as at such date, has accrued but not yet been paid in respect of the Securities to the extent not included in such price as of such date, and for these purposes any sum in a currency other than the Contractual Currency for the Transaction in question shall be converted into such Contractual Currency at the Spot Rate prevailing at the time of the determination;
- (ff) "Net Exposure", the meaning specified in paragraph 4(c);
- (gg) the "Net Margin" provided to a party at any time, the excess (if any) at that time of (i) the sum of the amount of Cash Margin paid to that party (including accrued interest on such Cash Margin which has not been paid to the other party) and the Market Value of Margin Securities transferred to that party under paragraph 4(a) (excluding any Cash Margin which has been repaid to the other party and any Margin Securities in respect of which Equivalent Margin Securities have been transferred or a Cash Equivalent Amount has been paid to the other party) over (ii) the sum of the amount of Cash Margin paid to the other party (including accrued interest on such Cash Margin which has not been paid by the other party) and the Market Value of Margin Securities



transferred to the other party under paragraph 4(a) (excluding any Cash Margin which has been repaid by the other party and any Margin Securities in respect of which Equivalent Margin Securities have been transferred or a Cash Equivalent Amount has been paid by the other party) and for this purpose any amounts not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate prevailing at the time of the determination;

- (hh) "Net Paying Securities", Securities which are of a kind such that, were they to be the subject of a Transaction to which paragraph 5 applies, any payment made by Buyer under paragraph 5 would be one in respect of which either Buyer would or might be required to make a withholding or deduction for or on account of taxes or duties or Seller might be required to make or account for a payment for or on account of taxes or duties (in each case other than tax on overall net income) by reference to such payment;
- (ii) "Net Value", the meaning specified in paragraph 10;
- Uj) "New Purchased Securities", the meaning specified in paragraph 8(a);
- (kk) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction (on a 360 day, 365 day or other day basis in accordance with the applicable market convention, unless otherwise agreed between the parties for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on {but excluding) the date of calculation or, if earlier, the Repurchase Date;
- (ll) "Pricing Rate", with respect to any Transaction, the per annum percentage rate for calculation of the Price Differential agreed to by Buyer and Seller in relation to that Transaction;
- (mm) "Purchase Date", with respect to any Transaction, the date on which Purchased Securities are to be sold by Seller to Buyer in relation to that Transaction;
- (nn) "Purchase Price", on the Purchase Date, the price at which Purchased Securities are sold or are to be sold by Seller to Buyer;
- (oo) "Purchased Securities", with respect to any Transaction, the Securities sold or to be sold by Seller to Buyer under that Transaction, and any New Purchased Securities transferred by Seller to Buyer under paragraph 8 in respect of that Transaction;
- (pp) "Receivable Securities", the meaning specified in paragraph 10;
- (qq) "Repurchase Date", with respect to any Transaction, the date on which Buyer is to sell Equivalent Securities to Seller in relation to that Transaction;
- (rr) "Repurchase Price", with respect to any Transaction and as of any date, the sum of the Purchase Price and the Price Differential as of such date;



- (ss) "Spot Rate", where an amount in one currency is to be converted into a second currency on any date, unless the parties otherwise agree
- (i) for the purposes of paragraph 10, the spot rate of exchange obtained by reference to a pricing source or quoted by a bank, in each case specified by the non-Defaulting Party, in the London inter-bank market for the purchase of the second currency with the first currency at such dates and times determined by the non-Defaulting Party; and
- (ii) for any other purpose, the latest available spot rate of exchange obtained by reference to a pricing source or quoted by a bank, in each case agreed by the parties (or in the absence of such agreement, specified by Buyer), in the London inter-bank market for the purchase of the second currency with the first currency on the day on which the calculation is to be made or, if that day is not a day on which banks are open for business in London, the spot rate of exchange quoted at close of business in London on the immediately preceding day in London on which such a quotation was available;
- (tt) "TARGET2", the Second Generation Trans-European Automated Real-time Gross Settlement Express Transfer System, or any other system that replaces it;
- (uu) "Term", with respect to any Transaction, the interval of time commencing with the Purchase Date and ending with the Repurchase Date;
- (vv) "Termination", with respect to any Transaction, refers to the requirement with respect to such Transaction for Buyer to sell Equivalent Securities against payment by Seller of the Repurchase Price in accordance with paragraph 3(f), and reference to a Transaction having a "fixed term" or being "terminable upon demand" shall be construed accordingly;
- (ww) "Transaction Costs", the meaning specified in paragraph 10;
- (xx) "Transaction Exposure", with respect to any Transaction at any time during the period from the Purchase Date to the Repurchase Date (or, if later, the date on which Equivalent Securities are delivered to Seller or the Transaction is terminated under paragraph 10(h) or 10(i)) the amount "E" determined in accordance with (A) or (B) below as specified in Annex I (or as agreed by the parties with respect to particular transactions):
- (A) the result of formula $E = (R \times MR) - MV$, where:
- R = the Repurchase Price at such time
- MR = the applicable Margin Ratio
- MV = the Market Value of Equivalent Securities at such time
- and so that where the Transaction relates to Securities of more than one description or to which different Margin Ratios apply, E shall be determined by



multiplying the Repurchase Price attributable to Equivalent Securities of each such description by the applicable Margin Ratio and aggregating the results and for this purpose the Repurchase Price shall be attributed to Equivalent Securities of each such description in the same proportions as those in which the Purchase Price was apportioned among the Purchased Securities.

If E is greater than zero, Buyer has a Transaction Exposure equal to E and if E is less than zero, Seller has a Transaction Exposure equal to the absolute value of E; provided that E shall not be greater than the amount of the Repurchase Price on the date of the determination; or

(B) the result of the formula $E = R - V$, where:

R = the Repurchase Price at such time

V = the Adjusted Value of Equivalent Securities at such time or, where a Transaction relates to Securities of more than one description or to which different haircuts apply, the sum of the Adjusted Values of the Securities of each such description.

For this purpose the "Adjusted Value" of any Securities is their value determined on the basis of the formula, $(MV(1 - H))$, where:

MV = the Market Value of Equivalent Securities at such time

H = the "haircut" for the relevant Securities, if any, as agreed by the parties from time to time, being a discount from the Market Value of the Securities.

If E is greater than zero, Buyer has a Transaction Exposure equal to E and if E is less than zero, Seller has a Transaction Exposure equal to the absolute value of E; and

(yy) except in paragraphs 14(b)(i) and 18, references in this Agreement to "written" communications and communications "in writing" include communications made through any Electronic Messaging System agreed between the parties.

3. Initiation; Confirmation; Termination

- (a) A Transaction may be entered into orally or in writing at the initiation of either Buyer or Seller.
- (b) Upon agreeing to enter into a Transaction hereunder Buyer or Seller (or both), as shall have been agreed, shall promptly deliver to the other party written confirmation of such Transaction (a "Confirmation").

The Confirmation shall describe the Purchased Securities (including CUSIP or ISIN or other identifying number or numbers, if any), identify Buyer and Seller and set forth -



- (i) the Purchase Date;
- (ii) the Purchase Price;
- (iii) the Repurchase Date, unless the Transaction is to be terminable on demand (in which case the Confirmation shall state that it is terminable on demand);
- (iv) the Pricing Rate applicable to the Transaction;
- (v) in respect of each party the details of the bank account(s) to which payments to be made hereunder are to be credited;
- (vi) where the Buy/Sell Back Annex applies, whether the Transaction is a Repurchase Transaction or a Buy/Sell Back Transaction;
- (vii) where the Agency Annex applies, whether the Transaction is an Agency Transaction and, if so, the identity of the party which is acting as agent and the name, code or identifier of the Principal; and
- (viii) any additional terms or conditions of the Transaction;

and may be in the form of Annex II or may be in any other form to which the parties agree.

The Confirmation relating to a Transaction shall, together with this Agreement, constitute prima facie evidence of the terms agreed between Buyer and Seller for that Transaction, unless objection is made with respect to the Confirmation promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, the Confirmation shall prevail in respect of that Transaction and those terms only.

- (c) On the Purchase Date for a Transaction, Seller shall transfer the Purchased Securities to Buyer or its agent against the payment of the Purchase Price by Buyer in accordance with paragraph 6(c).
- (d) Termination of a Transaction will be effected, in the case of on demand Transactions, on the date specified for Termination in such demand, and, in the case of fixed term Transactions, on the date fixed for Termination.
- (e) In the case of on demand Transactions, demand for Termination shall be made by Buyer or Seller, by telephone or otherwise, and shall provide for Termination to occur after not less than the minimum period as is customarily required for the settlement or delivery of money or Equivalent Securities of the relevant kind.
- (f) On the Repurchase Date, Buyer shall transfer to Seller or its agent Equivalent Securities against the payment of the Repurchase Price by Seller (less any amount then payable and unpaid by Buyer to Seller pursuant to paragraph 5).



4. **Margin Maintenance**

- (a) If at any time either party has a Net Exposure in respect of the other party it may by notice to the other party require the other party to make a Margin Transfer to it of an aggregate amount or value at least equal to that Net Exposure.
- (b) A notice under sub-paragraph (a) above may be given orally or in writing.
- (c) For the purposes of this Agreement a party has a Net Exposure in respect of the other party if the aggregate of all the first party's Transaction Exposures plus any amount payable to the first party under paragraph 5 but unpaid less the amount of any Net Margin provided to the first party exceeds the aggregate of all the other party's Transaction Exposures plus any amount payable to the other party under paragraph 5 but unpaid less the amount of any Net Margin provided to the other party; and the amount of the Net Exposure is the amount of the excess. For this purpose any amounts not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate prevailing at the relevant time.
- (d) To the extent that a party calling for a Margin Transfer has previously paid Cash Margin which has not been repaid or delivered Margin Securities in respect of which Equivalent Margin Securities have not been delivered to it or a Cash Equivalent Amount has not been paid, that party shall be entitled to require that such Margin Transfer be satisfied first by the repayment of such Cash Margin or the delivery of Equivalent Margin Securities but, subject to this, the composition of a Margin Transfer shall be at the option of the party making such Margin Transfer.
- (e) Any Cash Margin transferred shall be in the Base Currency or such other currency as the parties may agree.
- (f) A payment of Cash Margin shall give rise to a debt owing from the party receiving such payment to the party making such payment. Such debt shall bear interest at such rate, payable at such times, as may be specified in Annex I in respect of the relevant currency or otherwise agreed between the parties, and shall be repayable subject to the terms of this Agreement.
- (g) Where Seller or Buyer becomes obliged under sub-paragraph (a) above to make a Margin Transfer, it shall transfer Cash Margin or Margin Securities or Equivalent Margin Securities within the minimum period specified in Annex I or, if no period is there specified, such minimum period as is customarily required for the settlement or delivery of money, Margin Securities or Equivalent Margin Securities of the relevant kind.
- (h) Where a party (the "Transferor") becomes obliged to transfer Equivalent Margin Securities and, having made all reasonable efforts to do so, is, for any reason relating to the Securities or the clearing system through which the Securities are to be transferred, unable to transfer Equivalent Margin Securities then
 - (i) the Transferor shall immediately pay to the other party Cash Margin at least



equal to the Market Value of such Equivalent Margin Securities (and, unless the parties otherwise agree, such Cash Margin shall not bear interest in accordance with paragraph 4(f)); and

- (ii) if the failure is continuing for two Business Days or more the other party may by notice to the Transferor require the Transferor to pay an amount (the "Cash Equivalent Amount") equal to the Default Market Value of the Equivalent Margin Securities determined by the other party in accordance with paragraph 10(f) which shall apply on the basis that references to the non-Defaulting Party were to the other party and references to the Early Termination Date were to the date on which notice under this paragraph is effective.
- {i) The parties may agree that, with respect to any Transaction, the provisions of sub-paragraphs (a) to (h) above shall not apply but instead that margin may be provided separately in respect of that Transaction in which case -
- (i) that Transaction shall not be taken into account when calculating whether either party has a Net Exposure;
 - (ii) margin shall be provided in respect of that Transaction in such manner as the parties may agree; and
 - (iii) margin provided in respect of that Transaction shall not be taken into account for the purposes of sub-paragraphs (a) to (h) above.
- U) The parties may agree that any Net Exposure which may arise shall be eliminated not by Margin Transfers under the preceding provisions of this paragraph but by the repricing of Transactions under sub-paragraph (k) below, the adjustment of Transactions under sub-paragraph (l) below or a combination of both these methods.
- (k) Where the parties agree that a Transaction is to be repriced under this sub-paragraph, such repricing shall be effected as follows -
- (i) the Repurchase Date under the relevant Transaction (the "Original Transaction") shall be deemed to occur on the date on which the repricing is to be effected (the "Repricing Date");
 - (ii) the parties shall be deemed to have entered into a new Transaction (the "Repriced Transaction") on the terms set out in (iii) to (vi) below;
 - (iii) the Purchased Securities under the Repriced Transaction shall be Securities equivalent to the Purchased Securities under the Original Transaction;
 - (iv) the Purchase Date under the Repriced Transaction shall be the Repricing Date;
 - (v) the Purchase Price under the Repriced Transaction shall be such amount as shall, when multiplied by the Margin Ratio applicable to the Original Transaction, be equal to the Market Value of such Securities on the Repricing Date;



- (vi) the Repurchase Date, the Pricing Rate, the Margin Ratio and, subject as aforesaid, the other terms of the Repriced Transaction shall be identical to those of the Original Transaction;
 - (vii) the obligations of the parties with respect to the delivery of the Purchased Securities and the payment of the Purchase Price under the Repriced Transaction shall be set off against their obligations with respect to the delivery of Equivalent Securities and payment of the Repurchase Price under the Original Transaction and accordingly only a net cash sum shall be paid by one party to the other. Such net cash sum shall be paid within the minimum period specified in sub-paragraph (g) above.
- (l) The adjustment of a Transaction (the "Original Transaction") under this sub-paragraph shall be effected by the parties agreeing that on the date on which the adjustment is to be made (the "Adjustment Date") the Original Transaction shall be terminated and they shall enter into a new Transaction (the "Replacement Transaction") in accordance with the following provisions -
- (i) the Original Transaction shall be terminated on the Adjustment Date on such terms as the parties shall agree on or before the Adjustment Date;
 - (ii) the Purchased Securities under the Replacement Transaction shall be such Securities as the parties shall agree on or before the Adjustment Date {being Securities the aggregate Market Value of which at the Adjustment Date is substantially equal to the Repurchase Price under the Original Transaction at the Adjustment Date multiplied by the Margin Ratio applicable to the Original Transaction};
 - (iii) the Purchase Date under the Replacement Transaction shall be the Adjustment Date;
 - (iv) the other terms of the Replacement Transaction shall be such as the parties shall agree on or before the Adjustment Date; and
 - (v) the obligations of the parties with respect to payment and delivery of Securities on the Adjustment Date under the Original Transaction and the Replacement Transaction shall be settled in accordance with paragraph 6 within the minimum period specified in sub-paragraph (g) above.

5. **Income Payments**

Unless otherwise agreed -

- (a) where: (i) the Term of a particular Transaction extends over an Income Payment Date in respect of any Securities subject to that Transaction; or (ii) an Income Payment Date in respect of any such Securities occurs after the Repurchase Date but before Equivalent Securities have been delivered to Seller or, if earlier, the occurrence of an Early Termination Date or the termination of the Transaction under paragraph 10(i)



then Buyer shall on the date such Income is paid by the issuer transfer to or credit to the account of Seller an amount equal to (and in the same currency as) the amount paid by the issuer;

- (b) where Margin Securities are transferred from one party ("the first party") to the other party ("the second party") and an Income Payment Date in respect of such Securities occurs before Equivalent Margin Securities are transferred or a Cash Equivalent Amount is paid by the second party to the first party, the second party shall on the date such Income is paid by the issuer transfer to or credit to the account of the first party an amount equal to (and in the same currency as) the amount paid by the issuer;

and for the avoidance of doubt references in this paragraph to the amount of any Income paid by the issuer of any Securities shall be to an amount paid without any withholding or deduction for or on account of taxes or duties notwithstanding that a payment of such Income made in certain circumstances may be subject to such a withholding or deduction.

6. **Payment and Transfer**

- (a) Unless otherwise agreed, all money paid hereunder shall be in immediately available freely convertible funds of the relevant currency. All Securities to be transferred hereunder (i) shall be in suitable form for transfer and shall be accompanied by duly executed instruments of transfer or assignment in blank (where required for transfer) and such other documentation as the transferee may reasonably request, or (ii) shall be transferred through any agreed book entry or other securities clearance system or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.
- (b) Unless otherwise agreed, all money payable by one party to the other in respect of any Transaction shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, unless otherwise agreed, the paying party shall pay such additional amounts as will result in the net amounts receivable by the other party (after taking account of such withholding or deduction) being equal to such amounts as would have been received by it had no such taxes or duties been required to be withheld or deducted.
- (c) Unless otherwise agreed in writing between the parties, under each Transaction transfer of Purchased Securities by Seller and payment of Purchase Price by Buyer against the transfer of such Purchased Securities shall be made simultaneously and transfer of Equivalent Securities by Buyer and payment of Repurchase Price payable by Seller against the transfer of such Equivalent Securities shall be made simultaneously.
- (d) Subject to and without prejudice to the provisions of sub-paragraph 6(c), either party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities and money waive



in relation to any Transaction its rights under this Agreement to receive simultaneous transfer and/or payment provided that transfer and/or payment shall, notwithstanding such waiver, be made on the same day and provided also that no such waiver in respect of one Transaction shall affect or bind it in respect of any other Transaction.

- (e) The parties shall execute and deliver all necessary documents and take all necessary steps to procure that all right, title and interest in any Purchased Securities, any Equivalent Securities, any Margin Securities and any Equivalent Margin Securities shall pass to the party to which transfer is being made upon transfer of the same in accordance with this Agreement, free from all liens (other than a lien granted to the operator of the clearance system through which the Securities are transferred), claims, charges and encumbrances.
- (f) Notwithstanding the use of expressions such as "Repurchase Date", "Repurchase Price", "margin", "Net Margin", "Margin Ratio" and "substitution", which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, all right, title and interest in and to Securities and money transferred or paid under this Agreement shall pass to the transferee upon transfer or payment, the obligation of the party receiving Purchased Securities or Margin Securities being an obligation to transfer Equivalent Securities or Equivalent Margin Securities.
- (g) Time shall be of the essence in this Agreement.
- (h) Subject to paragraph 10, all amounts in the same currency payable by each party to the other under any Transaction or otherwise under this Agreement on the same date shall be combined in a single calculation of a net sum payable by one party to the other and the obligation to pay that sum shall be the only obligation of either party in respect of those amounts.
- (i) Subject to paragraph 10, all Securities of the same issue, denomination, currency and series, transferable by each party to the other under any Transaction or hereunder on the same date shall be combined in a single calculation of a net quantity of Securities transferable by one party to the other and the obligation to transfer the net quantity of Securities shall be the only obligation of either party in respect of the Securities so transferable and receivable.
- G) If the parties have specified in Annex I that this paragraph 6U) shall apply, each obligation of a party under this Agreement (the "first party") (other than an obligation arising under paragraph 10) is subject to the condition precedent that none of the events specified in paragraph 10(a) (Events of Default) shall have occurred and be continuing with respect to the other party.

7. **Contractual Currency**

- (a) All the payments made in respect of the Purchase Price or the Repurchase Price of any Transaction shall be made in the currency of the Purchase Price (the "Contractual Currency") save as provided in paragraph 10(d)(ii). Notwithstanding the foregoing, the



payee of any money may, at its option, accept tender thereof in any other currency, provided, however, that, to the extent permitted by applicable law, the obligation of the payer to pay such money will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

- (b) If for any reason the amount in the Contractual Currency received by a party, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due and payable, the party required to make the payment will, as a separate and independent obligation, to the extent permitted by applicable law, immediately transfer such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.
- (c) If for any reason the amount in the Contractual Currency received by a party exceeds the amount of the Contractual Currency due and payable, the party receiving the transfer will refund promptly the amount of such excess.

8. **Substitution**

- (a) A Transaction may at any time between the Purchase Date and Repurchase Date, if Seller so requests and Buyer so agrees, be varied by the transfer by Buyer to Seller of Securities equivalent to the Purchased Securities, or to such of the Purchased Securities as shall be agreed, in exchange for the transfer by Seller to Buyer of other Securities of such amount and description as shall be agreed ("New Purchased Securities") (being Securities having a Market Value at the date of the variation at least equal to the Market Value of the Equivalent Securities transferred to Seller).
- (b) Any variation under sub-paragraph (a) above shall be effected, subject to paragraph 6(d), by the simultaneous transfer of the Equivalent Securities and New Purchased Securities concerned.
- (c) A Transaction which is varied under sub-paragraph (a) above shall thereafter continue in effect as though the Purchased Securities under that Transaction consisted of or included the New Purchased Securities instead of the Securities in respect of which Equivalent Securities have been transferred to Seller.
- (d) Where either party has transferred Margin Securities to the other party it may at any time before Equivalent Margin Securities are transferred to it under paragraph 4 request the other party to transfer Equivalent Margin Securities to it in exchange for the transfer to the other party of new Margin Securities having a Market Value at the time at which the exchange is agreed at least equal to that of such Equivalent Margin Securities. If the other party agrees to the request, the exchange shall be effected, subject to paragraph 6(d), by the simultaneous transfer of the Equivalent Margin Securities and new Margin Securities concerned. Where either or both of such



transfers is or are effected through a settlement system in circumstances which under the rules and procedures of that settlement system give rise to a payment by or for the account of one party to or for the account of the other party, the parties shall cause such payment or payments to be made outside that settlement system, for value the same day as the payments made through that settlement system, as shall ensure that the exchange of Equivalent Margin Securities and new Margin Securities effected under this sub-paragraph does not give rise to any net payment of cash by either party to the other.

9. **Representations**

Each party represents and warrants to the other that -

- (a) it is duly authorised to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and thereunder and has taken all necessary action to authorise such execution, delivery and performance;
- (b) it will engage in this Agreement and the Transactions contemplated hereunder (other than Agency Transactions) as principal;
- (c) the person signing this Agreement on its behalf is, and any person representing it in entering into a Transaction will be, duly authorised to do so on its behalf;
- (d) it has obtained all authorisations of any governmental or regulatory body required in connection with this Agreement and the Transactions contemplated hereunder and such authorisations are in full force and effect;
- (e) the execution, delivery and performance of this Agreement and the Transactions contemplated hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected;
- (f) it has satisfied itself and will continue to satisfy itself as to the tax implications of the Transactions contemplated hereunder;
- (g) in connection with this Agreement and each Transaction -
 - (i) unless there is a written agreement with the other party to the contrary, it is not relying on any advice (whether written or oral) of the other party, other than the representations expressly set out in this Agreement;
 - (ii) it has made and will make its own decisions regarding the entering into of any Transaction based upon its own judgment and upon advice from such professional advisers as it has deemed it necessary to consult;
 - (iii) it understands the terms, conditions and risks of each Transaction and is willing to assume (financially and otherwise) those risks; and



- {h) at the time of transfer to the other party of any Securities it will have the full and unqualified right to make such transfer and that upon such transfer of Securities the other party will receive all right, title and interest in and to those Securities free of any lien (other than a lien granted to the operator of the clearance system through which the Securities are transferred), claim, charge or encumbrance.

On the date on which any Transaction is entered into pursuant hereto, and on each day on which Securities, Equivalent Securities, Margin Securities or Equivalent Margin Securities are to be transferred under any Transaction, Buyer and Seller shall each be deemed to repeat all the foregoing representations. For the avoidance of doubt and notwithstanding any arrangements which Seller or Buyer may have with any third party, each party will be liable as a principal for its obligations under this Agreement and each Transaction.

10. Events of Default

- (a) If any of the following events (each an "Event of Default") occurs in relation to either party (the "Defaulting Party", the other party being the "non-Defaulting Party") whether acting as Seller or Buyer -
- (i) Buyer fails to pay the Purchase Price upon the applicable Purchase Date or Seller fails to pay the Repurchase Price upon the applicable Repurchase Date; or
 - (ii) if the parties have specified in Annex I that this sub-paragraph shall apply, Seller fails to deliver Purchased Securities on the Purchase Date or Buyer fails to deliver Equivalent Securities on the Repurchase Date, in either case within the standard settlement time for delivery of the Securities concerned; or
 - (iii) Seller or Buyer fails to pay when due any sum payable under sub-paragraph (h) or (i) below; or
 - (iv) Seller or Buyer fails to:
 - (A) make a Margin Transfer within the minimum period in accordance with paragraph 4(g) or, in the case of an obligation to deliver Equivalent Margin Securities, either to deliver the relevant Equivalent Margin Securities or to pay Cash Margin in accordance with paragraph 4(h)(i) or to pay the Cash Equivalent Amount in accordance with paragraph 4(h)(ii);
 - (B) where paragraph 4(i) applies, to provide margin in accordance with that paragraph; or
 - (C) to pay any amount or to transfer any Securities in accordance with paragraphs 4(k) or (l); or
 - (v) Seller or Buyer fails to comply with paragraph 5; or
 - (vi) an Act of Insolvency occurs with respect to Seller or Buyer; or



- (vii) any representations made by Seller or Buyer are incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated; or
- (viii) Seller or Buyer admits to the other that it is unable to, or intends not to, perform any of its obligations hereunder or in respect of any Transaction; or
- (ix) Seller or Buyer being declared in default or being suspended or expelled from membership of or participation in, any securities exchange or suspended or prohibited from dealing in securities by any Competent Authority, in each case on the grounds that it has failed to meet any requirements relating to financial resources or credit rating; or
- (x) Seller or Buyer fails to perform any other of its obligations hereunder and does not remedy such failure within 30 days after notice is given by the non-Defaulting Party requiring it to do so,

then sub-paragraphs (b) to (g) below shall apply.

- (b) If at any time an Event of Default has occurred and is continuing the non-Defaulting Party may, by not more than 20 days' notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in Annex I with respect to the Defaulting Party, then an Early Termination Date in respect of all outstanding Transactions will occur at the time immediately preceding the occurrence with respect to the Defaulting Party of an Act of Insolvency which is the presentation of a petition for winding-up or any analogous proceeding or the appointment of a liquidator or analogous officer of the Defaulting Party.
- (c) If an Early Termination Date occurs, the Repurchase Date for each Transaction hereunder shall be deemed to occur on the Early Termination Date and, subject to the following provisions, all Cash Margin (including interest accrued) shall be repayable and Equivalent Margin Securities shall be deliverable and Cash Equivalent Amounts shall be payable, in each case on the Early Termination Date (and so that, where this sub-paragraph applies, performance of the respective obligations of the parties with respect to the delivery of Securities, the payment of the Repurchase Prices for any Equivalent Securities, the repayment of any Cash Margin and the payment of Cash Equivalent Amounts shall be effected only in accordance with the provisions of sub-paragraph (d) below).
- (d) (i) The Default Market Values of the Equivalent Securities and any Equivalent Margin Securities to be transferred, the amount of any Cash Margin (including the amount of interest accrued) to be transferred and the Repurchase Prices and Cash Equivalent Amounts to be paid by each party shall be established by the non-Defaulting Party for all Transactions as at the Early Termination Date;



- (ii) on the basis of the sums so established, an account shall be taken (as at the Early Termination Date) of what is due from each party to the other under this Agreement (on the basis that each party's claim against the other in respect of the transfer to it of Equivalent Securities or Equivalent Margin Securities under this Agreement equals the Default Market Value therefor and including amounts payable under paragraphs 10(g) and 12} and the sums due from one party shall be set off against the sums due from the other and only the balance of the account shall be payable (by the party having the claim valued at the lower amount pursuant to the foregoing). For the purposes of this calculation, all sums not denominated in the Base Currency shall be converted into the Base Currency at the Spot Rate; and
 - (iii) as soon as reasonably practicable after effecting the calculation above, the non-Defaulting Party shall provide to the Defaulting Party a statement showing in reasonable detail such calculations and specifying the balance payable by one party to the other and such balance shall be due and payable on the Business Day following the date of such statement provided that, to the extent permitted by applicable law, interest shall accrue on such amount on a 360 day, 365 day or other day basis in accordance with the applicable market convention (or as otherwise agreed by the parties), for the actual number of days during the period from and including the Early Termination Date to, but excluding, the date of payment.
- (e) For the purposes of this Agreement, the "Default Market Value" of any Equivalent Securities or Equivalent Margin Securities shall be determined by the non-Defaulting Party on or as soon as reasonably practicable after the Early Termination Date in accordance with sub-paragraph (f) below, and for this purpose -
 - (i) the "Appropriate Market" means, in relation to Securities of any description, the market which is the most appropriate market for Securities of that description, as determined by the non-Defaulting Party;
 - (ii) "Deliverable Securities" means Equivalent Securities or Equivalent Margin Securities to be delivered by the Defaulting Party;
 - (iii) "Net Value" means at any time, in relation to any Deliverable Securities or Receivable Securities, the amount which, in the reasonable opinion of the non-Defaulting Party, represents their fair market value, having regard to such pricing sources (including trading prices) and methods (which may include, without limitation, available prices for Securities with similar maturities, terms and credit characteristics as the relevant Equivalent Securities or Equivalent Margin Securities) as the non-Defaulting Party considers appropriate, less, in the case of Receivable Securities, or plus, in the case of Deliverable Securities, all Transaction Costs which would be incurred or reasonably anticipated in connection with the purchase or sale of such Securities;



- (iv) "Receivable Securities" means Equivalent Securities or Equivalent Margin Securities to be delivered to the Defaulting Party; and
 - (v) "Transaction Costs" in relation to any transaction contemplated in paragraph 10(e) or (f) means the reasonable costs, commissions, fees and expenses (including any mark-up or mark-down or premium paid for guaranteed delivery) incurred or reasonably anticipated in connection with the purchase of Deliverable Securities or sale of Receivable Securities, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.
- (f) If -
- (i) on or about the Early Termination Date the non-Defaulting Party has sold, in the case of Receivable Securities, or purchased, in the case of Deliverable Securities, Securities which form part of the same issue and are of an identical type and description as those Equivalent Securities or Equivalent Margin Securities (regardless as to whether or not such sales or purchases have settled), the non-Defaulting Party may elect to treat as the Default Market Value -
 - (A) in the case of Receivable Securities, the net proceeds of such sale after deducting all reasonable costs, commissions, fees and expenses incurred in connection therewith (provided that, where the Securities sold are not identical in amount to the Equivalent Securities or Equivalent Margin Securities, the non-Defaulting Party may, acting in good faith, either (x) elect to treat such net proceeds of sale divided by the amount of Securities sold and multiplied by the amount of the Equivalent Securities or Equivalent Margin Securities as the Default Market Value or (y) elect to treat such net proceeds of sale of the Equivalent Securities or Equivalent Margin Securities actually sold as the Default Market Value of that proportion of the Equivalent Securities or Equivalent Margin Securities, and, in the case of (y), the Default Market Value of the balance of the Equivalent Securities or Equivalent Margin Securities shall be determined separately in accordance with the provisions of this paragraph 10(f)); or
 - (B) in the case of Deliverable Securities, the aggregate cost of such purchase, including all reasonable costs, commissions, fees and expenses incurred in connection therewith (provided that, where the Securities purchased are not identical in amount to the Equivalent Securities or Equivalent Margin Securities, the non-Defaulting Party may, acting in good faith, either (x) elect to treat such aggregate cost divided by the amount of Securities sold and multiplied by the amount of the Equivalent Securities or Equivalent Margin Securities as the Default Market Value or (y) elect to treat the aggregate cost of purchasing the Equivalent Securities or Equivalent Margin Securities actually purchased as the Default Market Value of that proportion of the Equivalent Securities or Equivalent Margin Securities,



and, in the case of (y), the Default Market Value of the balance of the Equivalent Securities or Equivalent Margin Securities shall be determined separately in accordance with the provisions of this paragraph 10(f));

- (ii) on or about the Early Termination Date the non-Defaulting Party has received, in the case of Deliverable Securities, offer quotations or, in the case of Receivable Securities, bid quotations in respect of Securities of the relevant description from two or more market makers or regular dealers in the Appropriate Market in a commercially reasonable size, using pricing methodology which is customary for the relevant type of security (as determined by the non-Defaulting Party) the non-Defaulting Party may elect to treat as the Default Market Value of such Securities -
 - (A) the price quoted (or where a price is quoted by two or more market makers, the arithmetic mean of such prices) by each of them for, in the case of Deliverable Securities, the sale by the relevant market maker or dealer of such Securities or, in the case of Receivable Securities, the purchase by the relevant market maker or dealer of such Securities provided that such price or prices quoted may be adjusted in a commercially reasonable manner by the non-Defaulting Party (x) to reflect accrued but unpaid coupons not reflected in the price or prices quoted in respect of such securities and (y) in respect of any Pool Factor Affected Security, to reflect the realisable value of such Security, taking into consideration the Pool Factor Distortion (and for this purpose, "Pool Factor Affected Security" means a security other than an equity security in respect of which the decimal value of the outstanding principal divided by the original principal balance of such Security is less than one (as indicated by any pool factor applicable to such security), such circumstance a "Pool Factor Distortion");
 - (B) after deducting, in the case of Receivable Securities, or adding, in the case of Deliverable Securities the Transaction Costs which would be incurred or reasonably anticipated in connection with such a transaction; or
- (iii) if, acting in good faith the non-Defaulting Party either -
 - (A) has endeavored but been unable to sell or purchase Securities in accordance with sub-paragraph (i) above or to obtain quotations in accordance with sub-paragraph (ii) above (or both); or
 - (B) has determined that it would not be commercially reasonable to sell or purchase Securities at the prices bid or offered or to obtain such quotations, or that it would not be commercially reasonable to use any quotations which it has obtained under sub-paragraph (ii) above,



the non-Defaulting Party may determine the Net Value of the relevant Equivalent Securities or Equivalent Margin Securities (which shall be specified) and may treat such Net Value as the Default Market Value of the relevant Equivalent Securities or Equivalent Margin Securities.

- (g) The Defaulting Party shall be liable to the non-Defaulting Party for the amount of all reasonable and legal and other professional expenses incurred by the non-Defaulting Party in connection with or as a consequence of an Event of Default, together with interest thereon at the Applicable Rate or, in the case of an expense attributable to a particular Transaction, the Pricing Rate for the relevant Transaction if that Pricing Rate is greater than the Applicable Rate.
- (h) If Seller fails to deliver Purchased Securities to Buyer on the applicable Purchase Date Buyer may-
 - (i) if it has paid the Purchase Price to Seller, require Seller immediately to repay the sum so paid;
 - (ii) if Buyer has a Transaction Exposure to Seller in respect of the relevant Transaction, require Seller from time to time to pay Cash Margin at least equal to such Transaction Exposure;
 - (iii) at any time while such failure continues, terminate the Transaction by giving written notice to Seller. On such termination the obligations of Seller and Buyer with respect to delivery of Purchased Securities and Equivalent Securities shall terminate and Seller shall pay to Buyer an amount equal to the excess of the Repurchase Price at the date of Termination over the Purchase Price.
- (i) If Buyer fails to deliver some or all Equivalent Securities to Seller on the applicable Repurchase Date Seller may -
 - (i) if it has paid the Repurchase Price to Buyer, require Buyer immediately to repay the sum so paid;
 - (ii) if Seller has a Transaction Exposure to Buyer in respect of the relevant Transaction, require Buyer from time to time to pay Cash Margin at least equal to such Transaction Exposure;
 - (iii) at any time while such failure continues, by written notice to Buyer declare that that Transaction or part of that Transaction corresponding to the Equivalent Securities that have not been delivered (but only that Transaction or part of Transaction) shall be terminated immediately in accordance with sub-paragraph (c) above (disregarding for this purpose references in that sub-paragraph to transfer of Cash Margin, delivery of Equivalent Margin Securities and payment of Cash Equivalent Amount and as if references to the Repurchase Date were to the date on which notice was given under this sub-paragraph).



- (j) The provisions of this Agreement constitute a complete statement of the remedies available to each party in respect of any Event of Default.
- (k) Subject to paragraph 10(1), neither party may claim any sum by way of consequential loss or damage in the event of a failure by the other party to perform any of its obligations under this Agreement.
- (l)
 - (i) Subject to sub-paragraph (ii) below, if as a result of a Transaction terminating before its agreed Repurchase Date or a Forward Transaction terminating before its Purchase Date under paragraphs 10(b), 10(h)(iii) or 10(i)(iii), the non-Defaulting Party, in the case of paragraph 10(b), Buyer, in the case of paragraph 10(h)(iii), or Seller, in the case of paragraph 10(i)(iii), (in each case the "first party") incurs any loss or expense in entering into replacement transactions or in otherwise hedging its exposure arising in connection with a Transaction so terminating, the other party shall be required to pay to the first party the amount determined by the first party in good faith and without double counting to be equal to the loss or expense incurred in connection with such replacement transactions or hedging (including all fees, costs and other expenses) less the amount of any profit or gain made by that party in connection with such replacement transactions or hedging; provided that if that calculation results in a negative number, an amount equal to that number shall be payable by the first party to the other party.
 - (ii) If the first party reasonably decides, instead of entering into such replacement transactions, to replace or unwind any hedging transactions which the first party entered into in connection with the Transaction so terminating, or to enter into any replacement hedging transactions, the other party shall be required to pay to the first party the amount determined by the first party in good faith to be equal to the loss or expense incurred in connection with entering into such replacement or unwinding (including all fees, costs and other expenses) less the amount of any profit or gain made by that party in connection with such replacement or unwinding; provided that if that calculation results in a negative number, an amount equal to that number shall be payable by the first party to the other party.
- (m) Each party shall immediately notify the other if an Event of Default, or an event which, upon the service of a notice or the lapse of time, or both, would be an Event of Default, occurs in relation to it.
- (n) Any amount payable to one party (the Payee) by the other party (the Payer) under paragraph 10(d) may, at the option of the non-Defaulting Party, be reduced by its set off against any amount payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement between the Payee and the Payer or instrument or undertaking issued or executed by one party to, or in favor of, the other party. If an obligation is unascertained, the non-Defaulting Party may in good faith estimate that obligation and set off in respect of the



estimate, subject to accounting to the other party when the obligation is ascertained. Nothing in this paragraph shall be effective to create a charge or other security interest. This paragraph shall be without prejudice and in addition to any right of set off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

11. Tax Event

- (a) This paragraph shall apply if either party notifies the other that -
- (i) any action taken by a taxing authority or brought in a court of competent jurisdiction (regardless of whether such action is taken or brought with respect to a party to this Agreement); or
 - (ii) a change in the fiscal or regulatory regime (including, but not limited to, a change in law or in the general interpretation of law but excluding any change in any rate of tax),

has or will, in the notifying party's reasonable opinion, have a material adverse effect on that party in the context of a Transaction.

- (b) If so requested by the other party, the notifying party will furnish the other with an opinion of a suitably qualified adviser that an event referred to in sub-paragraph (a)(i) or (ii) above has occurred and affects the notifying party.
- (c) Where this paragraph applies, the party giving the notice referred to in sub-paragraph (a) may, subject to sub-paragraph (d) below, terminate the Transaction with effect from a date specified in the notice, not being earlier (unless so agreed by the other party) than 30 days after the date of the notice, by nominating that date as the Repurchase Date.
- (d) If the party receiving the notice referred to in sub-paragraph (a) so elects, it may override that notice by giving a counter-notice to the other party. If a counter-notice is given, the party which gives the counter-notice will be deemed to have agreed to indemnify the other party against the adverse effect referred to in sub-paragraph (a) so far as relates to the relevant Transaction and the original Repurchase Date will continue to apply.
- (e) Where a Transaction is terminated as described in this paragraph, the party which has given the notice to terminate shall indemnify the other party against any reasonable legal and other professional expenses incurred by the other party by reason of the termination, but the other party may not claim any sum by way of consequential loss or damage in respect of a termination in accordance with this paragraph.
- (f) This paragraph is without prejudice to paragraph 6(b) (obligation to pay additional amounts if withholding or deduction required); but an obligation to pay such additional amounts may, where appropriate, be a circumstance which causes this paragraph to apply.



12. Interest

To the extent permitted by applicable law, if any sum of money payable hereunder or under any Transaction is not paid when due, interest shall accrue on the unpaid sum as a separate debt at the greater of the Pricing Rate for the Transaction to which such sum relates (where such sum is referable to a Transaction) and Applicable Rate on a 360 day basis or 365 day basis in accordance with the applicable market convention (or as otherwise agreed by the parties), for the actual number of days during the period from and including the date on which payment was due to, but excluding, the date of payment

13. Single Agreement

Each party acknowledges that, and has entered into this Agreement and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that all Transactions hereunder constitute a single business and contractual relationship and are made in consideration of each other. Accordingly, each party agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, and (ii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder.

14. Notices and Other Communications

- (a) Any notice or other communication to be given under this Agreement -
- (i) shall be in the English language, and except where expressly otherwise provided in this Agreement, shall be in writing;
 - (ii) may be given in any manner described in sub-paragraphs (b) and (c) below;
 - (iii) shall be sent to the party to whom it is to be given at the address or number, or in accordance with the electronic messaging details, set out in Annex I.
- (b) Subject to sub-paragraph (c) below, any such notice or other communication shall be effective-
- (i) if in writing and delivered in person or by courier, on the date when it is delivered;
 - (ii) if sent by facsimile transmission, on the date when the transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
 - (iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or



- (iv) if sent by Electronic Messaging System, on the date that electronic message is received;

except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

(c) If-

- (i) there occurs in relation to either party an Event of Default; and
- (ii) the non-Defaulting Party, having made all practicable efforts to do so, including having attempted to use at least two of the methods specified in sub-paragraph (b)(ii), (iii) or (iv) above, has been unable to serve a Default Notice by one of the methods specified in those sub-paragraphs (or such of those methods as are normally used by the non-Defaulting Party when communicating with the Defaulting Party),

the non-Defaulting Party may sign a written notice (a "Special Default Notice") which - (A)

- specifies the relevant event referred to in paragraph 10(a) which has occurred in relation to the Defaulting Party;
- (B) specifies the Early Termination Date designated in the Default Notice;
- (C) states that the non-Defaulting Party, having made all practicable efforts to do so, including having attempted to use at least two of the methods specified in sub-paragraph (b)(ii), (iii) or (iv) above, has been unable to serve a Default Notice by one of the methods specified in those sub- paragraphs (or such of those methods as are normally used by the non-Defaulting Party when communicating with the Defaulting Party); and
- (D) specifies the date on which, and the time at which, the Special Default Notice is signed by the non-Defaulting Party.

On the signature of a Special Default Notice the Early Termination Date shall occur as designated in the Default Notice. A Special Default Notice shall be given to the Defaulting Party as soon as practicable after it is signed.

- (d) Either party may by notice to the other change the address or facsimile number or Electronic Messaging System details at which notices or other communications are to be given to it.

15. **Entire Agreement; Severability**

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for Transactions. Each provision and



agreement herein shall be treated as separate from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

16. Non-assignability; Termination

- (a) Subject to sub-paragraph (b) below, neither party may assign, charge or otherwise deal with (including without limitation any dealing with any interest in or the creation of any interest in) its rights or obligations under this Agreement or under any Transaction without the prior written consent of the other party. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- (b) Sub-paragraph (a) above shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under paragraph 10(c) or (g) above.
- (c) Either party may terminate this Agreement by giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.
- (d) All remedies hereunder shall survive Termination in respect of the relevant Transaction and termination of this Agreement.
- (e) The participation of any additional member State of the European Union in economic and monetary union after 1 January 1999 shall not have the effect of altering any term of the Agreement or any Transaction, nor give a party the right unilaterally to alter or terminate the Agreement or any Transaction.

17. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, the laws of England.

The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement including, without limitation disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes, Buyer and Seller hereby irrevocably submit to the jurisdiction of the English courts and waive any objection to the exercise of such jurisdiction.

Party A hereby appoints the person identified in Annex I as its agent to receive on its behalf service of process in such courts. If such agent ceases to be its agent, Party A shall promptly appoint, and notify Party B of the identity of, a new agent in England. If



Party A fails to appoint such an agent, Party A agrees that Party B shall be entitled to appoint one on behalf of Party A at the expense of Party A.

Party B hereby appoints the person identified in Annex I as its agent to receive on its behalf service of process in such courts. If such agent ceases to be its agent, Party B shall promptly appoint, and notify Party A of the identity of, a new agent in England. If Party B fails to appoint such an agent, Party B agrees that Party A shall be entitled to appoint one on behalf of Party B at the expense of Party B.

Each party shall deliver to the other, within 30 days of the date of this Agreement in the case of the appointment of a person identified in Annex I or of the date of the appointment of the relevant agent in any other case, evidence of the acceptance by the agent appointed by it pursuant to this paragraph of such appointment.

18. No Waivers, etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such modification, waiver or consent shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to paragraph 4(a) hereof will not constitute a waiver of any right to do so at a later date.

19. Waiver of Immunity

Each party hereto hereby waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in the Courts of England or of any other country or jurisdiction, relating in any way to this Agreement or any Transaction, and agrees that it will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

20. Recording

The parties agree that each may electronically record all telephone conversations between them.

21. Third Party Rights

No person shall have any right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

EXHIBIT F – MASTER REPURCHASE AGREEMENT



[Name of Party]

[Name of Party]

By _____

By _____

Title _____

Title _____

Date _____

Date _____



ANNEX I

Supplemental Terms or Conditions

Paragraph references are to paragraphs in the Agreement.

1. The following elections shall apply -

- [(a) paragraph 1(c)(i). Buy/Sell Back Transactions [may/may not] be effected under this Agreement, and accordingly the Buy/Sell Back Annex [shall/shall not] apply.]*
- [(b) paragraph 1(c)(ii). Transactions in Net Paying Securities [may/may not] be effected under this Agreement, and accordingly the following provisions [shall/shall not] apply.
 - (i) The phrase "other than equities and Net Paying Securities" shall be replaced by the phrase "other than equities".
 - (ii) In the Buy/Sell Back Annex the following words shall be added to the end of the definition of the expression "IR": "and for the avoidance of doubt the reference to the amount of Income for these purposes shall be to an amount paid without withholding or deduction for or on account of taxes or duties notwithstanding that a payment of such Income made in certain circumstances may be subject to such a withholding or deduction".]*
- [(c) Agency Transactions [may/may not] be effected under this Agreement, and accordingly the Agency Annex [shall/shall not] apply.]*
- [(d) The following Annex(es) shall apply in respect of specified Transactions -
 - for _____ Transactions, the _____ annex shall apply,
 - for _____ Transactions, the _____ annex shall apply.]*
- (e) paragraph 2(e). The Base Currency shall be: _____
- (f) paragraph 2(p). [list Buyer's and Seller's Designated Offices]

- (g) paragraph 2(xx): Transaction Exposure method [AJ* [BJ*
- (h) paragraph 3(b). [Seller/Buyer/both Seller and Buyer]* to deliver Confirmation.

• Delete as appropriate



- (i) paragraph 4(f). Interest rate on Cash Margin to be _____% for _____ currency.
 _____% for _____ currency.

Interest to be payable [payment intervals and dates]

- U) paragraph 4(g). Delivery period for margin calls to be: _____

[(k) paragraph 6(j). Paragraph 6(j) shall apply.]*

[(l) paragraph 10(a)(ii). Paragraph 10(a)(ii) shall apply.]*

[(m) paragraph 10(b). Automatic Early Termination shall apply with respect to
 [Party A] [Party B]]*

- (n) paragraph 14. For the purposes of paragraph 14 of this Agreement -

- (i) Address for notices and other communications for Party A-

Address: _____
 Attention: _____
 Telephone: _____
 Facsimile: _____
 Electronic Messaging System: _____
 Answerback: _____
 Other: _____

- (ii) Address for notices and other communications for Party B -

Address: _____
 Attention: _____
 Telephone: _____
 Facsimile: _____
 Electronic Messaging System: _____
 Answerback: _____
 Other: _____

• Delete as appropriate



[(o) paragraph 17. For the purposes of paragraph 17 of this Agreement-

- (i) Party A appoints _____ as its agent for service of process; (ii)
Party B appoints _____ as its agent for service of process.)*

2. The following supplemental terms and conditions shall apply -

[Existing Transactions

- (a) The parties agree that this Agreement shall apply to all transactions which are subject to the Global Master Repurchase Agreement between them dated _____ and which are outstanding as at the date of this Agreement so that such transactions shall be treated as if they had been entered into under this Agreement, and the terms of such transactions are amended accordingly with effect from the date of this Agreement.]*

[Negative rate transactions

- (b) In the case of Transactions in which the Pricing Rate will be negative, the parties agree that if Seller fails to deliver the Purchased Securities on the Purchase Date then -
 - (i) Buyer may by notice to Seller terminate the Transaction (and may continue to do so for every day that Seller fails to deliver the Purchased Securities); and
 - (ii) for every day that Seller fails to deliver the Purchased Securities the Pricing Rate shall be zero.]*

[Forward Transactions

- (c) The parties agree that Forward Transactions (as defined in sub-paragraph (i)(A) below) may be effected under this Agreement and accordingly the provisions of sub-paragraphs (i) to (iv) below shall apply.
 - (i) The following definitions shall apply-
 - (A) "Forward Transaction", a Transaction in respect of which the Purchase Date is at least [three] Business Days after the date on which the Transaction was entered into and has not yet occurred;
 - (B) "Forward Repricing Date", with respect to any Forward Transaction the date which is such number of Business Days before the Purchase Date as

* Delete as appropriate



is equal to the minimum period for the delivery of margin applicable under paragraph 4(g).

- (ii) The Confirmation relating to any Forward Transaction may describe the Purchased Securities by reference to a type or class of Securities, which, without limitation, may be identified by issuer or class of issuers and a maturity or range of maturities. Where this paragraph applies, the parties shall agree the actual Purchased Securities not less than two Business Days before the Purchase Date and Buyer or Seller (or both), as shall have been agreed, shall promptly deliver to the other party a Confirmation which shall describe such Purchased Securities.
 - (iii) At any time between the Forward Repricing Date and the Purchase Date for any Forward Transaction the parties may agree either -
 - (A) to adjust the Purchase Price under that Forward Transaction; or
 - (B) to adjust the number of Purchased Securities to be sold by Seller to Buyer under that Forward Transaction.
 - (iv) Where the parties agree to an adjustment under paragraph (iii) above, Buyer or Seller (or both), as shall have been agreed, shall promptly deliver to the other party a Confirmation of the Forward Transaction, as adjusted under paragraph (iii) above.
- (d) Where the parties agree that this paragraph shall apply, paragraphs 2 and 4 of the Agreement are amended as follows.
- (i) Paragraph 2(xx) is deleted and replaced by the following -
 - "(xx) "Transaction Exposure" means -
 - (i) with respect to any Forward Transaction at any time between the Forward Repricing Date and the Purchase Date, the difference between (A) the Market Value of the Purchased Securities at the relevant time and (B) the Purchase Price;
 - (ii) with respect to any Transaction at any time during the period (if any) from the Purchase Date to the date on which the Purchased Securities are delivered to Buyer or, if earlier, the date on which the Transaction is terminated under paragraph 10(h), the difference between (A) the Market Value of the Purchased Securities at the relevant time and (B) the Repurchase Price at the relevant time;
 - (iii) with respect to any Transaction at any time during the period from the Purchase Date (or, if later, the date on which the Purchased Securities



are delivered to Buyer or the Transaction is terminated under paragraph 10(h)) to the Repurchase Date (or, if later, the date on which Equivalent Securities are delivered to Seller or the Transaction is terminated under paragraph 10(i)), the difference between (A) the Repurchase Price at the relevant time multiplied by the applicable Margin Ratio (or, where the Transaction relates to Securities of more than one description to which different Margin Ratios apply, the amount produced by multiplying the Repurchase Price attributable to Equivalent Securities of each such description by the applicable Margin Ratio and aggregating the resulting amounts, the Repurchase Price being for this purpose attributed to Equivalent Securities of each such description in the same proportions as those in which the Purchase Price was apportioned among the Purchased Securities) and (B) the Market Value of Equivalent Securities at the relevant time.

In each case, if (A) is greater than (B), Buyer has a Transaction Exposure for that Transaction equal to the excess, and if (B) is greater than (A), Seller has a Transaction Exposure to Buyer equal to the excess."

- (ii) In paragraph 4(c)-
- (aa) the words "any amount payable to the first party under paragraph 5 but unpaid" are deleted and replaced by "any amount which will become payable to the first party under paragraph 5 during the period after the time at which the calculation is made which is equal to the minimum period for the delivery of margin applicable under paragraph 4(g) or which is payable to the first party under paragraph 5 but unpaid"; and
 - (bb) the words "any amount payable to the other party under paragraph 5 but unpaid" are deleted and replaced by "any amount which will become payable to the other party under paragraph 5 during the period after the time at which the calculation is made which is equal to the minimum period for the delivery of margin applicable under paragraph 4(g) or which is payable to the other party under paragraph 5 but unpaid".]*

* Delete as appropriate



ANNEX II

Form of Confirmation

To: _____

From: _____

Date: _____

Subject: [Repurchase] [Buy/Sell Back]* Transaction

EXHIBIT F – MASTER REPURCHASE AGREEMENT

(Reference Number: _____)

Dear Sirs,

The purpose of this [letter] [facsimile] , a "Confirmation" for the purposes of the Agreement, is to set forth the terms and conditions of the above repurchase transaction entered into between us on the Contract Date referred to below.

This Confirmation supplements and forms part of, and is subject to, the Global Master Repurchase Agreement as entered into between us as of _____ as the same may be amended from time to time (the "Agreement"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Words and phrases defined in the Agreement and used in this Confirmation shall have the same meaning herein as in the Agreement.

1. Contract Date: _____
2. Purchased Securities [state type[s] and nominal value[s]]:

3. CUSIP, ISIN or other identifying number[s]: _____
4. Buyer: _____
5. Seller: _____
6. Purchase Date: _____
7. Purchase Price: _____
8. Contractual Currency: _____
9. Repurchase Date: * _____
10. Terminable on demand]:* _____

EXHIBIT F – MASTER REPURCHASE AGREEMENT

11. Pricing Rate: _____

12. Sell Back Price: _____

13. Buyers Bank Account(s) Details:

14. Seller's Bank Account[s] Details:



[15. The Transaction is an Agency Transaction.
as agent for [name or identifier of Principal]]:*

[Name of Agent] is acting

[16. Additional Terms]:*

Pinellas County Board of County Commissioners

	Pool A-1: General Account	Pool A-2: Payroll (Disbursement) Account	Pool B-2: Imprest Account (General Disbursement)	Pool F-1: Airport Revenue Account	Pool G: Water System	Pool H: Sewer System	EMS Lock Box Account	Pool J: Solid Waste	Flexible Spending Account	EMS Credit Cards
Account Maintenance w/Check Return	✓			✓	✓	✓		✓		✓
Account Maintenance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ACH Fraud Filter - Review	✓								✓	
ACH Fraud Filter - Stop		✓	✓	✓	✓	✓	✓	✓		✓
ACH Origination - CEO ACH payments	✓									
ACH Origination - direct transmission		✓	✓		✓					
ARP Online Report (PDF & Excel)		✓	✓							
Bill2Pay - Imaged cash letter	✓				✓		✓			
Branch change orders	✓		✓					✓		
Branch deposits (cash is post verified)	✓									
Branch deposits (cash is not post verified)				✓						✓
Cash Vault deposits	✓			✓	✓	✓	✓	✓	✓	
Cash Vault change orders								✓		
CEO E-Statement subscription	✓									
DDA Statement - Special Instructions							✓	✓		✓
DDA Statement w/ Images					✓					
Desktop Deposit	✓									
Electronic Lock Box					✓					
Full Recon. w/Positive Pay & Payee Validation		✓	✓							
Payment Authorization Max (check block)	✓			✓	✓	✓	✓	✓	✓	✓
Perfect Receivables (ACH)	✓			✓				✓		
Returns Special Instructions	✓	✓	✓	✓	✓	✓	✓	✓		
WellImage Paid Check (CD)		✓	✓							

✓ denotes applicable service currently provided

Pinellas County Clerk of the Circuit Court

	As administered by the Clerk's Finance Division		As administered by Clerk's Accounting	
	Operating Account (General Disbursement)	Payroll Account (Disbursement)	Remittance Account	General Account
Account Maintenance	✓	✓	✓	✓
ACH Fraud Filter - Review	✓			
ACH Fraud Filter - Stop		✓	✓	✓
ACH Origination - CEO ACH payments				✓
ACH Origination - direct transmission	✓	✓		
ARP Online Report (PDF & Excel)	✓	✓		✓
ARP Output Transmission (Bank to Client)				✓
Branch change orders	✓		✓	✓
Branch deposits (cash is not post verified)				✓
Cash Vault deposits	✓			✓
Desktop Deposit	✓			✓
Full Recon. w/Positive Pay & Payee Validation	✓	✓		✓
Payment Authorization Max (check block)			✓	
Perfect Receivables (ACH & Wires)			✓	✓
Returns Special Instructions		✓	✓	✓
WellImage Paid Check (CD)	✓	✓		✓

✓ denotes applicable service currently provided

**Pinellas County Board Of County Commissioners Lockbox Services –
Lockbox Current Processes/Requirements**

At a minimum, the Bank or its subcontractor will perform the following:

- 1) All items in the lockbox will be picked up at three scheduled pickup times prior to 8:30a.m.
- 2) All checks and bills that are to be accepted and processed will be entered into the lockbox provider's computer system by customer account number and amount.
- 3) An electronic file of the lockbox information will be sent to the County's applicable computer system.
- 4) Any correspondence received with the check and/or stub will be scanned and provided to the County electronically. The account number will be cross referenced on any correspondence prior to scanning and submission to the County.
- 5) Contacting any customer regarding their account or payment is prohibited. All questions are to be directed to Pinellas County.
- 6) Bank agrees to test the scan ability of the payment coupons (stubs) before any stubs are actually processed. Stubs that are subsequently rejected by the Bank's processing equipment, and later found to be scannable will not be charged to the County. Only stubs that fail the scanning process twice will be rejected and billed to the County.

DEPARTMENT OF ANIMAL SERVICES

1) The County will:

- a) Provide a post office box. The Bank will retain the key to this box and have exclusive use of same.
- b) Supply the Bank with a list of holidays on which the County will be closed and not available for processing assistance.
- c) Reserve the right to require additional collections from the post office if the volume of items supports this request.

2) The Bank will perform this lockbox service for payments to the Department of Animal Services. These services will be performed for all normal operating days the Bank is open.

- a) The Bank will have exclusive use of the County's post office box and will provide the internal security necessary to guarantee proper handling of deposits.
- b) Each morning, Bank personnel are to empty the contents of this box and provide for transmittal to its banking facility. Under proper internal controls, the Animal Services mail is to be opened and contents of check or cash verified against the corresponding support.
- c) The following items will be classified as rejects, set aside and returned unprocessed to the County Animal Services Accounting office the day of receipt. These exceptions should be grouped and noted as follows:
 - (i) Legal line of check different from written numerical dollar amount
 - (ii) Postdated checks
 - (iii) Checks not signed
 - (iv) Undated checks
 - (v) Checks notated paid in full or wording that indicates acceptance of payment constitutes full payment
 - (vi) Miscellaneous, as may be specified by the Animal Services Accounting Office.

3) Special Requirements

- a) Batches are balanced and deposited to the General Fund Balance Cash Pool A-1 same day as received. Notification of deposit details should be provided via email to the Animal Services Accounting office by 2:30 on the same day as the deposit. Notification should include the number of checks and corresponding deposit amounts by batch type as well as a grand total of number of checks and deposit amount. If the

- files cannot be transmitted by 2:30 PM, communication must be made by 2:30 PM via email indicating such on the same day as deposit.
- b) A copy of the deposit slip, all rejections, any clinic or customer correspondence letters, and other information received via the lockbox and not processed shall be returned to Animal Services Accounting Office no later than 7:30 a.m. on the next working day following receipt or transmission. Batch cover pages bundled with all certificates, along with the all other corresponding original documents (i.e., envelopes, handwritten notes), will be delivered to the Animal Services
 - c) Accounting office no later than 7:30 a.m. the day following batch data entry.
 - d) All rejections and other information received via the lockbox and not processed shall be returned to Animal Services Accounting Office no later than 7:30a.m. on the next working day following transmission.
 - e) Reports to be completed for each batch and validated deposit slip should be transmitted the following business day via
 - (i) Hard copies to be delivered by courier at County's cost or 2) imaged and transmitted securely as required by Animal
 - f) Services Accounting Office.
 - g) All data entry received (license certificates) will be keyed into Animal Services input screen and transmitted within 3 business days for individual customer licenses and no later than 14 calendar days for batches of licenses from partner clinics. In the event that batched items cannot be processed on schedule, Animal Services Accounting Office must be notified in a timely manner and the exception items are to be delivered the following day by 7:30a.m.
 - h) Data Quantities- This is volume occurring in the lockbox:
 - (i) Items Processed: approximately 117,500 yearly
 - (ii) Exception Returns: approximately 2,000 yearly
 - (iii) Expected changes: as county moves to providing more public access to online licensing, transaction quantity may reduce as much as 50% in the next 2 to 3 years.
 - (iv) Total estimated annual volume for wholesale standard pricing is 258,390, as shown on the bottom of Exhibit A – Board Proposal Pricing Forms.
 - i) Document Imaging:
 - (i) Imaged files of checks and corresponding EOBs, by batch type (referenced in A above) should either be transmitted via a secure manner to the Animal Services Accounting office in a searchable PDF file or the ability to login to the contractor's secure FTP site to access and download imaged batch files of checks and EOB's by 2:30 PM on the same day as deposit. In addition, reports and correspondence letters defined above in item B. should be scanned.
 - (ii) Imaged files must be clearly readable and sized to fit within a 1/2" margin so that the entire area of the check (front and back) and certificates are visible.
 - (iii) It is preferred that the imaged files be provided in a fully searchable PDF file (IRIS or Adobe OCR). At a minimum, the imaged files must be searchable by check #, tracking number, dollar amount of payment, and account number.
 - j) Documents and document images to be supplied to Animal Services Accounting office:
 - (i) Deposit Log Faxed Daily
 - (ii) Deposit Ticket
 - (iii) Copies of vendor check front & back
 - (iv) Balancing checklist
 - (v) Deposit log pre-process and after process
 - (vi) Vendors backup paperwork
 - (vii) Correspondence phone or email (no attachment)
 - (viii) Certificate
 - k) Technology Requirements- the County provides access to the lockbox provider to enter daily transactions:
 - (i) The bank or its lockbox provider agrees to train staff in data entry into Animal Services' system.
 - (ii) The bank or its lockbox provider agrees to re-train staff in any system updates to Animal Services' computer system which is expected to undergo major upgrade in 2014.
 - (iii) The bank or its lockbox provider will return all documentation scanned and imaged in county-defined imaging standard using county standards for document security.
 - (iv) The Bank or its lockbox provider will work with the Animal Services Accounting office to establish a mechanism that will facilitate automatic payment posting by the Animal Services Accounting office.
 - l) The Bank will furnish the names and telephone numbers of both a primary and secondary contact person to communicate with to resolve problems.

UTILITIES DIVISION**1) The County will:**

- a) Secure the post office box key from the currently contracted bank and provide the successor bank (if applicable with the key.
- b) Provide a post office box at a HUB post office location. The vendor will retain the key to this box and have exclusive use of it.
- c) Supply the Vendor with a list of holidays on which the County will be closed and not require delivery of collections for processing. Deposits will be required on days the Vendor is open for business. In cases where the holiday is recognized on a Tuesday or Thursday the Vendor will be responsible for making a deposit on the next day that the Vendor and the Vendor's Depository Institution are opened for business. The Vendor will be responsible for Transmission of data and documents will be made and delivered on the County's next business day.
- d) Reserve the right to require additional collections from the post office if the volume of items supports this request.

2) The Bank will:

- a) Perform this lockbox service for the County utility payments for all normal operating days the County offices are open.
- b) The Vendor will have exclusive use of the County's post office box and will provide the internal security necessary to guarantee proper handling of these deposits.
- c) Each morning, the lockbox provider personnel will empty the contents of this box at three different time frames (current pick up times: 4:00 a.m., 6:00a.m., 8:30a.m.) and provide for transmittal to its processing facility. Under proper internal controls, the return envelopes and miscellaneous envelopes, which are not addressed to a specific person, are to be opened and their contents of check or cash verified against the corresponding utility stub.
- d) All altered payment stubs or nonmatching items will be classified as rejects, set aside and returned unprocessed. (In the envelope in which they are received) to the Pinellas County Utilities (PCU) the day of receipt. These exceptions should be grouped and noted as follows:
 - (i) Address change
 - (ii) Different amounts
 - (iii) Miscellaneous
 - (iv) Incorrect/improper credit card payment information

3) Special Requirements:

- a) Address Change or Different Amounts
 - (i) Return stub
In those cases where the customer writes an address change on the return stub and the payment amount and return stub amount agree, the payments shall be grouped together and processed in a separate batch. The envelope and the return stub should be returned to our office. These exception items are to be returned in the same envelope in which they are received. PCU will update the address in the CIS to ensure invoices and or final bill will reach the customer based on this address change.
 - (ii) Different Amounts
When the payment amount differs from the amount due per the payment stub, the items must be returned to PCU for research and processing.
The current vendor has created an online portal where PCU staff can access to approve or disapprove payments that fall within this criteria. Staff provide the vendor authorization to process these exceptions.
- b) Internet Checks
The Bank's processing facility will process payments to PCU from external online payment providers such as Check-Free Corporation
- c) Miscellaneous
 - (i) Notations on envelope: "No check," "No stub," etc.
 - (ii) Notation on check "Paid in Full".
 - (iii) Items that are matched are to be processed in batches of no more than 300 cards or stubs.
 - (iv) The batches and stubs are to be balanced to payment records attached and totaled by batches. These payments records should be readable and of good quality print and must include OCR information from the scan line. The batch records will accompany the corresponding batches when delivered to PCU. As per the County, the

EXHIBIT H – LOCKBOX PROCESSES

Lockbox Vendor's Depository Institution must agree that the aggregate amount of payments processed will be immediately deposited the same day to the Pool G Revenue and Operating Fund account maintained at the County's Depository Institution. Please provide options that could eliminate the massive bundles of daily paper PCU receives. The vendor will need to follow PCU financial records retention requirements.

- (v) Customer account numbers are to be placed on all checks either by hand or by machine encoding in a clearly visible and easily readable location on the check.
- (vi) Accompanying the batched payments, the County should receive a complete and accurate Deposit Slip, Cash Letter Detail Report, a Balancing Checklist and a Summary Report. The Cash Letter Detail Report should include the order of each batch with the field-information read from the OCR scan line plus the batch sequence number. Cash Letter Detail Report order should read: Document Report Number (DRN), the amount paid, deposit number, deposit count, and the deposit totals. The account details should be searchable online through the vendor's imaging website using the DRN, amount paid, or contract account number. The Balancing Checklist provides a verification of the daily processes involved with completing all PCU payments received in the lockbox for that day. The 3 to 4 day transaction details are delivered by physical paper to PCU weekly and are securely stored until the documents is sent to Records Retention. The paper documents show transaction details by DRN, account number, or check amount order should read: DRN, job key, transaction ID, bank number, check amount, keyed amount, credit account, serial number, and keying operator. Each batch will give a count of documents and total dollars per batch with a grand total at the end. These reports should provide an acceptable audit trail of processed transactions.
- (vii) Account Problems: The lockbox provider will furnish upon request, copies of scanned payment records deposited to accounts. Copies are to be received within five (5) working days of such request. Responses to requests requiring additional research must be received within 10 business days.
- (viii) The Vendor, no later than 3:00 p.m. the same day, will supply the County with the batched payment totals and detail payment information of those checks processed.
- (ix) Data Transmission media to the Customer Information System's (currently SAP) software shall be placed on the vendors secured server prior to 11:00 a.m. daily for pickup. Specifically the current CIS (SAP) host vendor's (Vertex) server initiates a batch job that searches the vendor's server for files at specific locations during an assigned time frame daily. Once the file has been located, they are imported into an assigned location where the files are decrypted and posted to the CIS.
- (x) All unprocessed mail, reject items, processed and balanced payment stubs with the processed information via the Cash Letter Detail Reports, Balancing Checklist, and Lockbox Summary Report will be delivered to the Cashiers at Pinellas County Utilities, 14 S. Fort Harrison Ave., Clearwater, Florida 33756. Delivery will be made on a same day basis. In the event the batched items cannot be delivered on schedule, PCU must be notified in a timely manner. In this case, all exception items, batch items and reports will be delivered no later than 7:30a.m. the next working day.
- (xi) The Vendor shall act as the County's collecting agent and assumes the responsibility of exercising due care in the processing and delivery of payments on a timely basis as indicated in the Vendor's rules and regulations between Vendor and depositor.
- (xii) In-House Bank Deposits: In-house Bank deposits will be picked up daily by armored car service and delivered to the Bank.
- (xiii) In-House Bank Deposits - Office:
Location: 14 S. Fort Harrison Ave
Clearwater, FL 33756
- (xiv) Provide the name and telephone number of the Bank representative to serve as a primary contact, as well as an alternate contact.
- (xv) Estimated volume of transactions for the lockbox service is 175,000 items per annum. Cash constitutes less than 1 percent of these collections and the service use may grow at a rate of about 2 percent annually. Data quantities –Volume for lockbox services as shown on the bottom of Exhibit A – Board Proposal Pricing Forms:
Cash remittance payments - 2
Exception Items returned – 5,588
Courier fee - 12
Non-standard items processed – 6,304
Standard items processed – 160,853
Contract discount 10% - 12
- (xvi) The technical specifications for computer processing format are as follows:

<u>DESCRIPTION</u>	<u>POSITION IN STRING</u>	<u># OF CHARACTERS SPACES</u>
CONTRACT ACCT NUMBER	01 – 12	12
DELINQUENT AFTER DATE	13-18	6
TRANS PAY DATE	19-20	2
BILL CODE	21-22	8

AMOUNT (leading-zero filled)	23-30	1
CHECK DIGIT	31	

The breakdown of the character string format on the return portion of the stub portion of the bill and the late notice, are represented by the order number, the description and their position in the string.

d) DATA PROCESSING SPECIFICATIONS -

The lockbox file will consist of four record types, being a file header, batch header, line items and file footer. Each record type will consist of several data elements of a fixed length which will be presented without field separators and will be right justified. The successful bank must work with the current CIS (SAP) Host vendor to ensure that all components of the data transference process from the Vendor to PCU are correct. The vendor will incur all costs associated with any changes to the current lockbox vendor's file process with our current SAP process. This includes, but not limited to, file changes, network connectivity changes, changes to any of the payment media involved with accepting credit cards and e-Check payments. The vendor will also incur any unforeseen costs that are identified during the implementation.

Lockbox File Setup Structure

File Header

Record Length	Description
1	Record identifier – '0' (zero) for a file header
1	Originator Identifier
4	Number of batches in the file
8	Date of file (yyyymmdd)
6	Time of file creation (hhmmss)

Batch Header

Record Length	Description
1	Record identifier-'1' for a batch header
4	Batch number
4	Number of transactions in the batch
10	Total payment amount for the batch (last 2 digits are for decimal places), no decimal point or thousand separators in this field

Line Items

Record Length	Description
1	Record identifier-'2' for line items
4	Sequence number (For each batch this starts at 0001 and works sequentially to 9999)
12	Customer account number
10	Payment amount (last 2 digits are for decimal places), no decimal point or thousand separators in this field
9	ABA number from the check
18	Bank account number from the check
13	Check number

Footer

Record Length	Description
1	Record identifier-'9' for a file footer
8	Number of records in the file, including the file header and the file footer
12	Total payment amount for the batch (last 2 digits are for decimal places), no decimal point or thousand separators in this field

SAFETY AND EMERGENCY SERVICES

1) The County will:

- a) Provide a post office box at the Tampa International Airport post office facility in Tampa, Florida (current PO Box address is: PO Box 31074, Tampa, FL 33631-3074). The vendor will retain the key to this box and have exclusive use of same.
- b) Supply the vendor with a list of holidays on which the County will be closed and not require delivery of collections for processing.
- c) Reserve the right to require additional collections from the post office if the volume of items supports this request.

2) The vendor will perform the lockbox service for payments to the Department of Safety & Emergency Services, Ambulance Billing & Financial Services Division (Ambulance Billing). These services will be performed for all normal operating days the County offices are open.

- a) The vendor will have exclusive use of the County's post office box and will provide the internal security necessary to guarantee proper handling of deposits.
- b) Each morning, the vendor- personnel are to empty the contents of this box at least one time each business day prior to 6:00 a.m. and provide for transmittal to its processing facility. Under proper internal controls, the Ambulance Billing mail is to be opened, contents extracted, separated into non-payment (correspondence) and payment related mail. Contents of payment related mail (by check or cash) is to be verified against the corresponding support, i.e., patient remittance form, or Insurance Explanation of Benefits (EOB) and prepared for deposit. All non-payment (correspondence) mail is to be placed back in the envelope it was received in, the envelope marked as "non-payment", and all envelopes bundled together with a cover page labeled "non-payment" and returned to the Ambulance Billing office. The cover page is to also include a total count of the number of non-payment envelopes.
- c) The following payment related mail items are to be classified as exception checks (rejects), and returned unprocessed to the Ambulance Billing office. These exceptions should be grouped and noted as follows:
 - (i) Legal line of check different from written numerical dollar amount
 - (ii) Post dated checks
 - (iii) Checks not signed
 - (iv) Checks not dated
 - (v) Checks notated paid in full or wording that indicates acceptance of payment constitutes full payment
 - (vi) Miscellaneous, as may be specified by the Ambulance Billing Office

3) Special Requirements

- a) Checks and EOBs should be sorted by batch category type (i.e. Patient Payments, Commercial Insurance Companies, Sunstar Membership, Hospital/Assisted Living Facilities, Other) and bundled in groups of no more than 25 checks to a group. Each group must be assigned a batch number and should have a cover page attached showing the batch number, deposit date, batch type, and batch amount. For the Commercial Insurance batch type, checks and EOBs should be sorted alphabetically by sender prior to being grouped together. Batch categories and check quantity groupings may be subject to change, or may increase or decrease at the discretion of the Ambulance Billing office.
- b) The batches are to be balanced and the aggregate amount immediately deposited on the same day to the EMS Lockbox bank account maintained at the bank for the County.
- c) Notification of deposit details should be provided via email to the Ambulance Billing office by 2:30 p.m. on the same day as the deposit. Notification should include the number of checks and corresponding deposit amounts by batch type as well as a grand total of number of checks and deposit amount. The Notification email should also include detailed payment listing reports reflective of individual transactions matching each batch. If the files cannot be transmitted by 2:30 p.m. communication must be made by 2:30 p.m. via email indicating such on the same day as deposit.
- d) Scanned document files of checks, by batch type (as referenced in 3.a above) should either be transmitted via a secure manner to the Ambulance Billing office in a searchable PDF file or retrievable via the ability to login to the contractor's secure FTP site to access and download the scanned document batch files of checks by 2:30 p.m. on the same day as deposit.

Optional services desired for all batch types may also include scanned document files of remittance forms, notes/letters, EOB's, membership applications, envelopes, or any other enclosed backup. For envelopes, typically only the Patient Pay or Sunstar Membership payment envelopes are needed to be scanned. Contents of scanned document files are to be scanned in the same sort order as the original bundled group. Original documents to be scanned may be one-sided or two-sided, and portrait or landscape oriented. Scanned document files for these

EXHIBIT H – LOCKBOX PROCESSES

optional services should be received in the same manner and time frame as specified above for scanned document files of checks.

- e) Scanned document files must be clearly readable and sized to fit within a ½” margin so that the entire electronic scanned area of the document, (front and back) is visible and not cut off. The same scanned document criteria would apply to scanned document files listed in optional services Item 3.d.
Scanned document files of checks should be provided in a fully searchable PDF file in a text recognition format (i.e. Adobe OCR). At a minimum, the imaged files must be searchable by document report number (DRN), check#, check amount.
- f) Scanned document files of other documents listed in Item 3.d optional services, (i.e., remittance forms, EOB's, membership applications) should be provided in a fully searchable PDF file in a text recognition format (i.e. Adobe OCR).
- g) A client balancing checklist, a copy of the deposit slip, the batch cover pages along with the corresponding original documents (i.e., envelopes, handwritten notes, EOBs, exception (reject) items, membership applications/requests), and any insurance or patient correspondence letters will be delivered to the Ambulance Billing office no later than 7:30 a.m. the following day of the deposit.
- h) Selected vendor will work with the Ambulance Billing office to establish a mechanism that will facilitate automatic payment posting by the Ambulance Billing office. Preferred format is an industry standard 835 file, or at a minimum a CSV file.
- i) The lockbox vendor will furnish email address as well as name and telephone numbers of primary and secondary contact person to communicate with to resolve problems.
- j) EMS Sunstar Ambulance Membership Program. The enrollment period occurs primarily from January through April of each year, but is not restricted to this time frame. It is anticipated that lockbox activity for the January through April time period may increase by approximately 4,000 items. Membership applications will be sent with checks to the lockbox for deposit. Membership applications may also be received without a payment check. These are to be grouped and marked separately as "Membership Applications – No Payment".
- k) Estimated annual volume for check payments and non-payment (correspondence) mail is 69,000 transactions. For EOB's, the number of pages per individual EOB payment will vary, and can have up to 50 pages per check. Estimated annual page count volume of EOB's is between 247,000- 310,000. All volumes are variable and may increase or decrease.
- m) Data Quantities - This is volume for the lockbox services as shown on the bottom of Exhibit A – Board Proposal Pricing Forms:
 - Wholesale exception items returned – 15,149
 - Wholesale standard item processing – 53,402
 - Contract monthly minimum – 12
 - Courier fee - 12
- l) Business Associate Agreement: EMS, DBA Sunstar Emergency Medical Services is a covered entity as defined by the Health Insurance Portability and Accountability Act (HIPAA). The Privacy Rule requires that a covered entity obtain satisfactory assurances from its business associate that the business associate will appropriately safeguard the protected health information it receives or creates on behalf of the covered entity. To fulfill this requirement the selected contractor must agree to appropriately safeguard this protected information and sign the Business Associate Agreement located at **Exhibit E**.