



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 FAX: (703) 792-4611

FINANCE DEPARTMENT

Purchasing

CONTRACT: 6064NA4

SUBJECT: Banking Services

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

SUNTRUST
GOVERNMENT & INSTITUTIONAL DIVISION
1445 NEW YORK AVENUE, 3RD FLOOR
WASHINGTON, DC 20005
TEL: 202-879-6687 FAX: 202-879-6427

This Contract is entered into this 28th day of April, 2006, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

An Equal Opportunity Employer

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SECTION I

SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Department of Finance, Treasury Management.

"Contract Administrator" assigned to administer this Contract for the County is Bill Brogdon, Treasury Manager.

"Contractor" or "Bank" shall mean:

SUNTRUST
GOVERNMENT & INSTITUTIONAL DIVISION
1445 NEW YORK AVENUE, 3RD FLOOR
WASHINGTON, DC 20005
TEL: 202-879-6687 FAX: 202-879-6427

whose authorized representative is Richard Pylypko, Senior Vice President, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one (1) year from May 1, 2006. The County shall have the option to extend the Contract for four (4) additional one-year periods, contingent upon availability of funds for the purpose.

The County will continually review available service options to become more independent in facilitating transactions and accessing the most current detailed account information. The County reserves the right to determine if renewing the contract is in its best interest if industry standard technical advances are not available.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. Agreement to extend the Contract term shall not be final until the Contractor provides written acknowledgment of the extension.

I.3 Incorporation of Documents

1. The following SunTrust service agreements are hereby made a part of this contract:

I.3 (Continued)

- a. Account Reconciliation Service Schedule
- b. ACH Service Schedule
- c. Exhibit A to ACH Service Schedule
- d. Controlled Disbursement Account Service Schedule
- e. Exhibit to Controlled Disbursement Account Service Schedule
- f. Online Treasury Manager Service Schedule
- g. Positive Pay and Reverse Positive Pay Service Schedule
- h. Exhibit to Positive Pay and Reverse Positive Pay Service Schedule
- i. Treasury Management Services Master Agreement
- j. Wholesale Lockbox Service Schedule
- k. Zero Balance Account Service Schedule
- l. Exhibit to Zero Balance Account Service Schedule

2. The following documents are hereby incorporated by reference into this Contract:

- a. Contractor's Proposal entitled Banking Services and dated December 21, 2005, proposal revisions dated January 25, 2006, March 21, 2006, March 28, 2006, and April 10, 2006.
- b. County's Solicitation number RFP060013 entitled Banking Services and dated November 16, 2005.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: RFP060013. This Contract shall take precedence over all of the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide Banking Services to the County as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in Provision I.3, Incorporation of Documents, in the event of inconsistency.

SunTrust shall inform the County when new banking services technology is fully implemented and generally available so that the County may consider utilizing the new services.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with such formula for payments as set forth in Attachment B.

The prices set forth in Attachment B, Schedule of Prices, Section I,

I.5 (Continued)

shall be firm for the base year of the contract, the first option year, and the second option year, should option years be exercised. Price changes after the first three years shall be limited to the increase in the CPI-U for the Washington/Baltimore Area, are subject to negotiation, and shall be mutually agreed upon in writing. The Contractor shall forward to the Contract Administrator any proposed price changes for the option year ninety (90) days prior to the start of the period to be covered.

All rates include all of the costs of the Contractor in performing the services required under this Contract and all charges that may be imposed in fulfilling the terms of this Contract.

I.6 Method of Payment

The Contractor shall submit monthly invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the pricing schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

Richard Pylypko, Senior Vice President
Donna Ryan, Vice President

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Any proposed substitutions are subject to the approval of the County. The Contractor shall notify the Contract Administrator within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract

I.8 (Continued)

Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP060013.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II**GENERAL PROVISIONS****II.1 Assignability of Contract**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

**II.3 Employment Discrimination for Contracts
Over \$10,000**

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law

II.3 (Continued)

relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure

II.5 (Continued)

governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

II.5 (Continued)

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any

II.6 (Continued)

payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized

II.10 (Continued)

representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

II.13 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.13 (Continued)

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

SUNTRUST
GOVERNMENT & INSTITUTIONAL DIVISION

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____

**ATTACHMENT A
SCOPE OF WORK**

A.1.1 Cash Management - General Banking Services

A brief description of the major attributes of the County's account structure follows:

- A. The County currently maintains one checking (concentration) bank account, two Controlled Disbursement Accounts (CDA), two Zero Balance Accounts (ZBA), two Food Service depository accounts, and two checking accounts for self-insurance. The concentration account automatically funds disbursements for checks presented for payment on a daily basis. Deposits are made directly to the concentration account or are transferred to the concentration account from the Food Service depository accounts. (The two checking accounts for Workers Compensation and Casualty Pool operate separately from the concentration account. Temporary "overdrafts" in these accounts shall be paid without fee or transfer of funds from the concentration account).

On an operational basis, all deposits (except for Workers Compensation and Casualty Pool Self Insurance Accounts) and disbursements flow through the concentration account. Presently, the County uses a Cash Concentration Service to make Automated Clearing House (ACH) payments to the state for Sheriff's fees and to transfer funds from Schools food service account to the Concentration account. All CDA, ZBA and Food Service balances are maintained in the concentration account. Most incoming and outgoing wire transfers and ACH transfers are made from this account.

- B. Daily receipts shall be picked up by the County's designated armored car service Contractor from the County's Tax Administration Offices, or from designated bank branch offices. The armored car courier shall be instructed by the County to deposit such receipts directly to the County's concentration bank account.
- C. Transfers are made almost daily between the concentration account, fiscal agent accounts, and other accounts to fund investment transactions or to meet cash flow and other obligations.
- D. After disbursements are funded, the County will determine what balances remain in the concentration account and what balances will be transferred to other investment vehicles. Excess cash balances in the concentration account will only exist on a temporary basis.
- E. Temporary "overdrafts" in accounts shall be paid without fee or transfer of funds from the concentration account.
- F. If the County chooses to pay for banking services on a compensating balance basis, a single compensating balance will be maintained in the concentration account to support activity costs for all accounts. The concentration account will operate on a "Target

A.1.1 (Continued)

Balance" basis whereby the required compensating balance to support activity charges would become a "Target Balance". On a daily basis, the County will be notified of the balance in the concentration account and the aggregate float. The County would have the option to invest collected balances above the designated "Target Balance". If the balance in the concentration account drops below the required "Target Balance", the County would adjust the balance the following day. The objective of this approach is to maintain the "Target Balance" to support activity charges based on an average balance over a 30-day period.

A.1.2 Reconciliation/Computer Services

The Contractor will provide full account reconciliation by matching a listing of paid checks with detailed check information supplied by the County on a monthly basis.

The account structure as specified herein (concentration account, zero balance accounts and depository accounts) must be computerized so that the bank can perform reconciliation. The bank shall provide full reconciliation services for all ZBA and CDA accounts. Full reconciliation will include the following minimum requirements:

- A. Listing of matched items (check serial number, date issued, payee, amount paid, date paid).
- B. Paid items listing date paid, check number, and amount paid.
- C. Listing of non-match items, stop payments and void checks.
- D. Outstanding check listing.
- E. Listing of duplicate check numbers paid.
- F. Checks sorted by number in ascending order.

The bank will provide a positive pay service for checks issued by the County.

After each check run, the County and Schools will send positive pay information by account number via electronic method such as the internet or modem. Internet is the preferred method. Every month at month end, the bank will send the County and Schools a reconciliation file of all cleared checks via electronic method such as internet or modem. Internet again is the preferred method.

The bank shall return a file for each account to the County and the Schools showing which checks have cleared. The County and the Schools must be able to enter information from this file directly into the County's Performance Accounting System and the School's Advantage Financial System (AFIN). Also, the bank shall return to the County two

A.1.2 (Continued)

copies of a CD for each account monthly at month end to include (1) checks that cleared, and (2) copies of the cleared checks. The CD should permit immediate research and accommodate the high demand for check copies. The bank will hold all paid checks in safekeeping.

The County continually reviews service options that are available to become more independent in facilitating transactions or accessing the most current detailed account information. The County is especially interested in the potential for on-line computer services that would enable the County to attain the aforementioned goals. The County reserves the right to terminate the contract if technical needs are not met.

A.1.3 Wire Transfers

The County initiates all repetitive wire transfers out of the concentration account, either via microcomputer or by telephone instruction, through a designated agent of the County, pursuant to the Contractor's wire transfer agreement. The County's financial system is Automated Clearing House (ACH)/EDI compatible. The bank shall handle these transactions.

A.1.4 Lockbox Services

Instead of mailing tax and other payments directly to Prince William County, taxpayers will mail them to one or more dedicated post office boxes. The Contractor will:

- A. Pick up and process the coupons and payments from each post office box daily;
- B. Deposit checks and payments into the County's designated bank account the same day;
- C. Transmit remittance information to be applied to the customer's account to the County in an electronic format (by dial up file transfer or preferably web-based application) for high volume lockbox; and
- D. Return remittance detail reports, deposit slips, remittance documents, correspondence, and exception items to the County the next day via courier.

The capability to capture images of checks and/or remittance documents and display the same on a remote terminal/PC shall be an option.

A.1.5 Credit Card and Electronic Payments

The County accepts NOVUS brand credit cards for payments of taxes and fees. The bank must accommodate the continuance of this service under the County's existing contract with Discover/NOVUS or propose a

A.1.5 (Continued)

comparable substitute service.

The County shall have the option to directly accept all major credit cards and debit cards for tax and other payments e.g. business license fees, permits, dog licenses, parking tickets, etc.

Upon customer request, the County also initiates electronic debits of customer's checking accounts by sending an electronic file of customer account numbers and routing numbers. The bank must have the capability of accepting this information by dial up file transfer or preferably by web-based application.

If convenience fees must be charged to taxpayers and/or customers as a condition of providing any or all of these services, banks must detail their proposed schedule of convenience fees to be charged to the customer separate from the costs borne by the County to provide these services. Convenience fees must not exceed the maximums imposed by Virginia law.

A.1.6 Direct Deposit Payroll

Prince William County provides direct deposit payroll to approximately 3,293 employees on a biweekly basis by electronic transfer through the Virginia Automated Clearing House Association (VACHA).

The Prince William County School Board currently provides direct deposit payroll to approximately 11,000 employees twice a month by electronic funds transfer through VACHA. Presently input data is transmitted to the bank currently providing this service via a telephone modem, which is compatible with IBM and HP computer systems. In a few months, there will be a conversion to Online File Transfer.

A.1.7 Account Statement and Advice Frequency

A daily report (summary of debits and credits) shall be produced on the concentration account, the two CDA checking accounts, and two ZBA accounts. The bank shall produce and mail this report daily and provide statements on all accounts monthly. Provide the monthly statements no later than ten (10) calendar days after the County submits check issue information to the bank for the prior month.

A.1.8 Monthly Account Analysis

The bank shall supply an account analysis report on a monthly basis. The minimum requirements for this report are:

- A. Average Book Balance
- B. Average Float
- C. Average Collected Balance

A.1.8 (Continued)

- D. Earnings Allowance Rate
- E. Transaction Volumes
- F. Transaction Prices

A.1.9 Daily Balance Report

The bank shall report daily to the Portfolio Manager or his designee electronically and by telephone, or other method acceptable to the County, by 8:00 a.m., the following information:

- A. Book balance in concentration account,
- B. Collected balance in concentration account,
- C. Available balance in concentration account,
- D. Other transactions which the bank is aware of, but which are not yet posted in the Bank's system (ACH, Wire, EDI),
- E. Amounts that will be disbursed on that day from the Controlled Disbursement Accounts, and
- F. Average collected balance for the month.

A.1.10 Online Treasury Manager Access Services

The bank will provide online treasury manager services to transact or conduct banking services.

These services shall minimally include: prior day, same day and monthly bank account activity detail reporting, online wire transfers with detailed reports, online stop payments and voided checks, daily balance reporting, imaging services for current and prior month deposits and checks, daily positive pay monitoring of Accounts Payable and Payroll, disposition of checks, and ACH activity verification. The approval of repetitive and non-repetitive (including non-domestic) wire transfers, manual check additions and voids of Payroll and Accounts Payable checks. Bank Reporting (BR) (which includes concentration, Casualty Pool, Workers' Compensation, and Supplemental Police and Fire Retirement System), Accounts Payable and Payroll accounts. The ability to control access to various online banking inquiry services within the County as well as transactions initiated by the County as directed by authorization schedule to the bank.

A.1.11 Online File Transfer Service

The bank will provide online file transfer (OFT) service, which is an internet-based data transmission service. This service includes:

A.1.11 (Continued)

- A. Twice a week transmission of Accounts Payable checks, and twice a month transmission of housing checks.
- B. Biweekly transmission of Payroll checks.
- C. Monthly pulldown of prior month cleared checks for Payroll and Accounts Payable.

A.1.12 Collateral

The bank must pledge collateral security as specified by Virginia Law. At no time shall the securities pledged be less than 102% of the amount on deposit. Acceptable security and specific regulations regarding collateral requirements are outlined in the Virginia Security for Public Deposits Act Section 2.2-4400 et seq., and, as set forth by the Commonwealth of Virginia Treasury Board.

A.1.13 Deposited Items Returned

Any checks deposited by the County or the Schools that are returned for non-sufficient funds will be redeposited on the next banking day, without prior notice to the County.

A.1.14 Night Depository Service/Depository Bags

The bank must provide a locked night depository for County deposits made after hours. Two bank employees must be assigned to simultaneously open the depository, log-in, verify the contents, and process the deposits for the County's account. The County's concentration account must receive same day credit for the deposit. The bank will provide locking or tamper resistant sealable depository bags at no additional cost.

A.1.15 Special Research

The bank will provide research services as required by the County. Typical inquiries will be for missing deposits, unidentifiable credits/debits, unknown adjustments to deposits, check copies, and encoding errors. All requests will be handled on a same-day basis. The bank must notify the County if extensive research will require additional time. The bank's cash management officer will receive a copy of each inquiry to stay abreast of any operational difficulties.

A.1.16 Automatic Overnight Investment Services

The County will utilize a "Master Repurchase (Tri-Party) Agreement" system for the short-term investment of various funds. The bank will "automatically" handle the overnight and weekend investment of the County's excess cash above minimum compensation balance requirements, if applicable, through the use of repurchase agreements as described below:

A.1.16 (Continued)

- A. All excess County cash balances will be transferred to an investment account each day.
- B. All cash in the investment account will be invested daily in securities (defined as acceptable for pledging purposes under Virginia Law) under an agreement with the bank to repurchase these securities from the County at a specified future date (generally one to three days). The interest rate to be paid on these "Repurchase Agreements" is to be specified by the bank.
- C. All interest earned on "Repurchase Agreements" will be automatically credited to the concentration account daily.
- D. A "Repurchase Agreement" form will be issued and delivered to the County on the day the account is charged to commence each purchase. The form will reflect the following:
- The description of the securities purchased including amount, interest rate, maturity, etc.
 - The maturity date of "Repurchase Agreement" (defined as the next banking day).
 - The settlement date for the purchase.
 - The principal amount of County funds invested.
 - The County's name and address as buyers of the securities.
- E. The "Repurchase Agreement" form shall be signed by an officer of the bank.
- F. On the maturity date of the agreement, the bank will repurchase the securities from the County for the amount originally invested by the County plus interest earned for the period. The principal amount and interest earned will be credited to the concentration account.
- G. A form (essentially a duplicate of the original "Repurchase Agreement") will be delivered to the County within one business day, evidencing the purchase from the County and the amount of interest earned. The form shall be signed by an officer of the bank.
- H. All transactions between the County and the bank shall be governed by a Master Repurchase Agreement. All transactions shall be accomplished through "delivery vs. payment" with the County taking title of all purchased securities. All purchased securities will be held by a third-party custodian selected by the County. The County will transfer title of the securities to the bank on the maturity date upon payment of principal and interest due.

A.1.17 Investment Services (Optional)

The County has an aggressive cash management program that maximizes the return on its idle cash balances. The Contractor shall invest the County's portfolio in compliance with the Code of Virginia and in compliance with the Prince William County investment policy. The bank shall provide for and assure liquidity sufficient to maintain the County's operational requirements.

The maturity length of the portfolio typically ranges from overnight to ten years. All securities transactions made on behalf of the County would be on the basis of "delivery vs. payment" with all securities held by a third-party custodian acceptable to the County. All overnight or term repurchase agreements will be on the basis of a Master Repurchase (Tri-Party) Agreement or delivery.

As part of its investment services, the bank must provide, at a minimum, the following reports on a monthly basis:

A. Chronological listing of transaction with the following information:

- Par Value
- Description (Including CUSIP Number)
- Cost
- Income
- Yield and/or Discount Rate

B. Complete listing of assets by due date as follows:

- Transaction/Purchase Date
- Maturity Date
- Settlement Date
- Par Value Description
- Cost
- Market Value

C. Report investment income for the portfolio on both a cash accrual and a total return basis. This report shall also provide both a year-to-date and a monthly rate of return.

A.1.18 Purchasing Card Program (Optional)

The County may elect to utilize the SunTrust VISA Purchasing Card at a later date. Fees associated with this service shall be subject to negotiation should the County decide to implement this optional service.

A.2 Cost of Services

It is the intent of the County to pay for all services specified within this document. Banking services and documents not detailed in the cost proposal will be provided to the County at no cost. Such no cost documents and services would include, but not be limited to: deposit slips, deposit bags, advice, stop payment forms, and endorsement stamps.

A.2 (Continued)

The County will provide the checks for all accounts.

**ATTACHMENT B
SCHEDULE OF PRICES**

Section I prices shall remain firm for three years. Future price increases shall not exceed the CPI-U for the Washington-Baltimore Area.

SECTION I

SERVICES RENDERED

GENERAL	UNIT PRICE
Deposit Slips Processed	0.25
Items Paid	0.03
Items Deposited - Not Encoded	0.045
Items Deposited - Encoded	0.035
Deposit Discrepancy (Money Center)	1.00
Cash Deposit - Teller Line Count	0.005
Night Deposit Process- Bank Count/Bag (per \$1,000)	0.00
Deposit Processing - Cash Centers (per \$1,000)	0.00
Maintenance Charge	7.00
Returned Deposited Item Re-Presented	1.30
Returned Deposit Item	0.76
Deposit Correction Advice	1.00
Analysis Summaries (per account)	0.00
Full Recon. Monthly Chg. (per acct)	20.00
ARP Full Recon-Per Item Sorted	0.045
Acct Recon-Stale Date Monitoring	0.004
Branch Currency Order/Strap	0.60
Branch Coin Order/Roll	0.15
Branch Cash Night Deposit	0.009
Cash Vault Deposits	0.25
Cash Vault Phone Notify Dep Error	3.00
O/S Bulk Cash Deposits	0.006
ARP File Transfer to SunTrust, per file	0.00
ARP File Transfer to SunTrust, per record	0.009
ARP File to Client, per file	5.00
ARP File to Client, per record	0.009
Deposit Reconciliation, base	50.00
Deposit Reconciliation, per item	0.007
Manual Void Items	0.10
Tape-Car Disk Input-Base	40.00
Tape-Car Disk Input-Item	0.009
Stale Date Monitoring-Base	20.00
Cash Vault Monthly Maintenance	10.00
Positive Pay Base	50.00
Payee Name Verification	0.035
ACH Fraud Control-Monthly Maintenance	5.00
ACH Return Item	2.50
ACH Fax/Page	1.00
ACH Deletion	5.00
ACH Collection Application Maintenance, per month	10.00
ACH Origination/Debit/Credit, per item	.03

BANKING SERVICES SCHEDULE OF PRICES, SECTION I (continued)

SERVICES RENDERED

GENERAL	UNIT PRICE
Concentration Input-Web	.45
Incoming ACH Debits Posted	.16
Incoming ACH Credits Posted	.16
Controlled Disbursement Maintenance	50.00
Disbursement Image-CD Rom-per image	.03
Check Research Copy, per copy	3.00
EDI Translated Report-US Mail/Fax/Email	1.75
EDI Translated Report-per item	1.00
International Items Deposited	2.00
Zero Balance Account Master Account	5.00
Zero Balance Account Sub Account	5.00
Optional Service: Remote Check Capture	Purchase Scanner Required (1)
Monthly Maintenance	20.00
Remote Deposit Items	0.055

COMPUTER ACCESS

COMPUTER ACCESS	UNIT PRICE
Log On	0.00
Module Fee	0.00
On-line Report	0.00
Stop Transaction	1.50
Stop Pay Service	0.00
Controlled Disbursement Items Paid	0.035
Auto Investment - Repo - fee per sweep, per month	20.00
Wire Transfer (Repetitive)	5.00
Wire Transfer (Non-Repetitive)	8.00
Online Check/Dep/Misc. Image Look Up	1.50
Positive Pay Online Verification of Exceptions	.10
Online Void Checks	.10
Pull In Paid Checks	0.00
Transmit Checks - Pos Pay	0.00
OTM Maintenance/Per Month	75.00
OTM PD Module Fee/Per Month	20.00
OTM PD Maintenance Fee/Per Account	12.00
OTM PD Detail Per Item	.02
OTM SC Module Fee/Per Month	15.00
OTM SC Account Maint/Per Account	15.00
OTM SC Detail/Per Item	.14
OTM Special Reports Module	5.00
OTM ACH/Per Client/Per Day	1.00
OTM ACH CAR Report/Per Client/Per Day	1.00
OTM Stop Payment Module	5.00
OTM Account Transfer, Per Transfer	1.00
OTM Account Transfer Module/Per Month	5.00
OTM Wire Transfer Module/Per Month	10.00
Electronic Bank Statement/Per Statement	2.00

BANKING SERVICES SCHEDULE OF PRICES, SECTION I (continued)

SERVICES RENDERED

COMPUTER ACCESS	UNIT PRICE
Electronic Analysis Statement/Per Statement	0.00
Wire Transfer Template Monthly Maintenance	1.25
Incoming Wire Transfer	2.50
Wire Transfer Mailed Notification	.50

LOCKBOX - RETAIL (Two for Tax Payments) UNIT PRICE

Correspondence	0.15
Units Processed	0.15
Rejects	0.10
Deposited Items	0.035
Courier	220.00
RLBX Maintenance - Monthly	75.00
RLBX Credit Card Fixed	10.00
RLBX Credit Card Per Item	.80
RLBX Deposit Prep	
RLBX Inbound Receipted Mail	1.00
RLBX Cust Service Check Image	5.00
RLBX Cash Payment Processing	0.50
RLBX Transmission to Client, per transmission	3.00
RLBX Transmission to Client, per record	0.005
RLBX Image, per item scanned	0.10
RLBX CDE Rom, per CD	20.00
Optional RLBX Image Transmission, per transmission	10.00
Optional RLBX Image Transmission, per record	0.03
Optional Scan Batch Download	5.00
Scan Checks Only	0.30

LOCKBOX - WHOLESALE (One for Parking Tickets)

Processing	0.35
Photocopies	0.10
Rejects	0.25
Courier - Daily - see RLBX Courier	
Deposited Items	0.045
Lockbox Maintenance - Per Month	60.00
Lockbox Package Prep - Per Day	1.00
Lockbox Deposits - Per Deposit	0.50
Lockbox Credit Card Fixed	3.00
Lockbox Credit Card - Per Item	0.80
Wholesale Lockbox Image - per scanned document	0.13
Wholesale Lockbox Image - per checks & documents archived	0.07
Wholesale Lockbox Image - CD Rom per CD	35.00
Wholesale Lockbox Image - Correspondence, monthly fee	10.00
Optional Lockbox Image Items Transmitted	0.04
Optional Lockbox Image Transmission - Per File	10.00

BANKING SERVICES SCHEDULE OF PRICES, SECTION I (continued)

AUTOMATED TELLER MACHINE (OPTIONAL)

Pricing for optional equipment and services may be requested at a later date if the County considers utilizing this service.

SECTION II

II. PURCHASE CARD (OPTIONAL)

THE FOLLOWING RATES ARE SUBJECT TO NEGOTIATION IF THE COUNTY CONSIDERS IMPLEMENTING THIS PROGRAM AT A LATER DATE.

ITEM	COST
Annual Card Fee	None
Implementation Fee	None
Transaction Fee	None
Annual Visa Extras Rewards Fee	\$75 (per enrolled card)
Cash Advance Fee	3% (\$3 min/\$30 max)
Late Fee (one billing cycle past due)	1% of outstanding bal
Late Fee (2 or more billing cycles past due)	1% of outstanding bal
Foreign Transaction Fee	Passed through from Visa (currently 1%)
Non-Sufficient Fund Fee	\$29 each
Copy of Sales Slips & Statements	\$3 each
Card Replacement Fee	None
"Rush" Delivery Fee for Card Replacement	\$15
Technology Setup Fee options:	
Card Manager, or	\$100 per mo if Monthly Spend < \$83,333 or , \$1,500 1-time set-up Fee
Payment Manager	\$10,000 1-time implemen- tation reimbursement Fee)
Training (Optional)	\$300.00 for up to three hours (remote) \$2,000.00 for up to eight hours (on-site)
GL Integration support (Optional)	\$1,500 1-time fee

NET-SPEND REBATE PROGRAM

In accordance with the table, below, at the end of each rebate period, the Company shall receive a revenue share of its Net Spend* based upon the following calculation. The Annual Spend* amount shall determine the Rebate Rate. The Net Spend shall be the Annual Spend* less "Cash Transactions" (transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc.) and Visa Large Ticket transactions. At the end of each rebate period, the

BANKING SERVICES SCHEDULE OF PRICES, SECTION II (continued)

Net Spend Rebate* revenue share shall be the Net Spend for the rebate period, multiplied by the Rebate Rate and reduced by charge offs and fraud losses for the rebate period.

Rebate periods are yearly (on a 12-month cycle commencing on the first cycle date the Company is activated on the Bank's processing system) and shall continue for consecutive yearly periods during the term of the Agreement. Rebate payments shall be paid to the Company by check within sixty (60) days after the end of each rebate period.

P-CARD

REBATE RATE

Annual Spend	Monthly Payments	2x Monthly Payments	Weekly Payments	Daily Payments
\$1.5MM - \$5MM	0.50%	0.64%	0.69%	0.76%
to \$10MM	0.60%	0.69%	0.74%	0.81%
to \$15MM	0.65%	0.74%	0.79%	0.86%
to \$20MM	0.70%	0.79%	0.84%	0.91%
to \$25MM	0.73%	0.82%	0.87%	0.94%
to \$30MM	0.76%	0.85%	0.90%	0.97%
to \$35MM	0.79%	0.88%	0.93%	1.00%
to \$40MM	0.82%	0.91%	0.96%	1.03%
to \$45MM	0.85%	0.94%	0.99%	1.06%
to \$50MM	0.88%	0.97%	1.02%	1.09%
to \$60MM	0.91%	1.00%	1.05%	1.12%
to \$70MM	0.94%	1.03%	1.08%	1.15%
to \$80MM	0.97%	1.06%	1.11%	1.18%
to \$90MM	1.00%	1.09%	1.14%	1.21%
to \$100MM	1.03%	1.12%	1.17%	1.24%
> \$100MM	1.06%	1.15%	1.20%	1.27%

* Net Spend Rebate=[Net Spend x Rebate Rate]-[Chargeoffs]
 Net Spend=[Annual Spend]-[Visa Large Ticket]-[Cash Transactions]
 Annual Spend=[Purchases]+[Cash]-[Credits]-[Fees]

III. INVESTMENT MANAGEMENT SERVICES (OPTIONAL)

A. Fixed income account cash investment management

10 basis points on the first \$50 million
 5 basis points on the balance

B. Cash investment management account

There is no account level fee for participation in our institutional or retail money market funds.

Individually managed portfolios with duration of less than one year will be charged as follows: 8 basis points

IV. MERCHANT SERVICES (OPTIONAL)

The following two pages include fees for payment processing services. These fees are subject to negotiation if the County considers implementing this program at a later date.

IV. MERCHANT SERVICES (OPTIONAL)

Fee Schedule

Start-Up Fees

Location	Mode of Processing	Application Fee	Reprogram Fee	Equipment	Cost
Any Location	Eclipse Terminal (See Exhibit 1)	\$150	N/A	Terminal w/ Pin Pad Lease	\$23.94/Month Per Terminal
				Terminal w/ Pin Pad Purchase	\$786.00/Each
Lockbox	SunTrust Lockbox	N/A	N/A	Val Code (User License)	\$250.00

Definitions of Clearance Levels	
Qualified	Card Swipe Transactions
Mid-Qualified	Manually Keyed In
Non-Qualified	No Address Verification or Delay in Batching

Processing Fees	Clearance Level	SunTrust Fee	SunTrust Transaction Fee
MC/Visa Credit Cards	Qualified	1.75%	\$0.20
	Mid-Qualified	2.25%	\$0.20
	Non-Qualified	3.00%	\$0.20
MC/Visa Check Cards	Qualified	1.60%	\$0.20
	Mid-Qualified	2.05%	\$0.20
	Non-Qualified	2.60%	\$0.20
Electronic Check Acceptance		1.75%	\$0.20
Diners Club		Same as Visa/MC	\$0.20
American Express		Existing Rate	\$0.15
Discover		Existing Rate	\$0.15
Chargeback Fee			\$15.00
MC/VISA Foreign Handling Fee		0.10%	N/A
Debit Transaction Fee		Network Fees (See Exhibit IV) Subject to Change	\$0.25
MC/Visa Voice Auth			\$0.65
MC/VISA VRU			\$0.65
EBT			N/A
Address Verification			\$0.10
YourPay.com Fee			N/A
Annual Fee			\$38.50
Cancellation Fee			Waived

Monthly Fees	SunTrust Merchant Services
Monthly Service Fee	Waived
ACH Reject Fee*	\$25.00
Minimum Processing Fee**	Waived
Wireless Access Fee	N/A
MyMerchantView.net	FREE
Paper Statement Fee	FREE
YourPay.Com (E-Commerce)	N/A
Internet Service Fee	N/A
*on occurrence	
**if fees are under \$25.00	

IV. MERCHANT SERVICES (OPTIONAL)

Debit Network Interchange Pricing - 07 05

Debit Networks Supported by the RSA Group

Debit Network	Total Network Fee	Max. Network Fee	Max. Network + SunTrust Fee
Accel*			
<i>Tier 3 Non-Supermarket</i>	0.65% + \$0.13	\$ 0.480	\$0.73
<i>Tier 3 Supermarket</i>	\$0.230	\$ 0.230	\$0.48
<i>QSR (MCC 5814)</i>	1.25% + \$0.04	\$ 0.430	\$0.68
AFFN*			
<i>Standard Retailer/Merchant (MCC Other than above)</i>	\$0.210	\$ 0.210	\$0.46
CU 24			
<i>High Volume MCCs (5300, 5310, 5411, 5499, 5541, 5542, 5912, 7511, 9399)</i>	\$0.125	\$ 0.125	\$0.38
<i>All Other MCCs</i>	0.45% + \$0.13	\$ 0.390	\$0.64
Instant Teller	No Charge	\$ -	
Interlink*			
<i>Tier 4 Standard</i>	0.75% + \$0.175	\$ 0.525	\$0.78
<i>Tier 4 Supermarket (MCC 5411)</i>	\$0.265	\$ 0.265	\$0.52
<i>Quasi Cash (MCC 4829, 6051, 7955)</i>	1.80% + \$0.125	1.80% + \$0.125	1.80% + \$0.375
Maestro*			
<i>Base Non-Supermarket</i>	0.75% + \$0.175	\$ 0.525	\$0.78
<i>Base Supermarket (MCC 5411)/Warehouse (MCC 5300)</i>	\$0.2650	\$ 0.265	\$0.52
<i>Base QSR (5499, 5541, 5542, 5814, 7832)</i>	0.75% + \$0.175	\$ 0.525	\$0.78
MPact	No Charge	\$ -	
NYCE (& Magic Line)*			
<i>Standard Non-Supermarket</i>	0.65% + \$0.1375	\$ 0.6875	\$0.94
<i>Standard Supermarket (MCC 5411)</i>	\$0.2775	\$ 0.2775	\$0.53
Pulse (formerly TYME & Money Station)			
<i>Tier 4 All Other</i>	0.65% + \$0.16	\$ 0.7100	\$0.96
<i>Tier 4 Supermarket</i>	\$0.270	\$ 0.270	\$0.52
Shazam			
<i>Standard Retail</i>	\$0.190	\$ 0.190	\$0.44
<i>Standard Supermarket</i>	\$0.140	\$ 0.140	\$0.39
STAR NETWORKS:*			
<i>Star West (formerly Explore), Star Northeast (formerly MAC & Cash Station), Star Southeast (formerly Honor & Bankmate)</i>			
<i>Interchange Group 3 Retail</i>	0.65% + \$0.1625	\$ 0.6425	\$0.89
<i>Interchange Group 3 Supermarket (MCC 5411 & 5300)</i>	\$0.2525	\$ 0.2525	\$0.50
<i>Interchange Group 3 PETRO (MCC 5541 or 5542)</i>	0.60% + \$0.1625	\$ 0.4425	\$0.69
<i>Small Ticket Retailers (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499)</i>	1.25% + \$0.0825	\$ 0.2075	\$0.46
	0.65% + \$0.1625	\$ 0.6425	\$0.89
<i>Medical Retailers (MCC 8011, 8062, 8099, 5912)</i>	1.20% + \$0.0825	\$ 0.2625	\$0.51
	0.65% + \$0.1625	\$ 0.6425	\$0.89
<i>QSR (MCC 5814)</i>	\$0.0425	\$ 0.0425	\$0.29
TX	No Charge	\$ -	\$0
Debit Networks NOT Supported by the RSA Group			
Alaska Option	\$0.07	\$ 0.070	
ATH	TBD by Network	TBD	



ACCOUNT RECONCILIATION SERVICE SCHEDULE

- 1. Introduction. This service schedule relates to the SunTrust Account Reconciliation or "ARP" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. Description of the ARP Service. The ARP service allows you to facilitate the reconciliation of your accounts by exchanging information with us regarding checks that you have issued drawn against your accounts. Details regarding the functionality the ARP service and certain formatting and other technical requirements that you must follow when using the ARP service are provided in the ARP reference materials as we update them from time to time.
3. Request for ARP Service. By signing this service schedule, you are requesting that we allow you to use the ARP service with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the ARP service. Once we have included an account in our implementation of your setup for the ARP service, you may use the ARP service with respect to those accounts. Your use of the ARP service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. Operation of the Service. You must tell us which ARP service you desire for each account that is included in your setup for the ARP service. Except as otherwise provided in this service schedule or the ARP reference materials, all check, deposit or other information exchanged between us in connection with the ARP service will be transmitted electronically in the format we specify. Check, deposit and other information you send us must be transmitted to us no later than the cutoff time for such information reflected in the ARP reference materials. You may select a monthly, weekly or bi-weekly statement cycle for each account included in your setup for the ARP service. If you fail to designate a statement cutoff on our ARP calendar, the statement cycle will be monthly with a cutoff at the end of the calendar month.
5. Suspension of Service. You agree that you will be in material breach of the terms of this service schedule if you repeatedly fail to meet any of the deadlines described above. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the ARP service.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the ARP service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the ARP service.

Client Name PRINCE WILLIAM COUNTY
Authorized Signature
Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)
Print Title Finance Director Prince William, VA 22192
Telephone Number 703-792-6700
Date , 20



ACH SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Automated Clearing House or “ACH” service. Throughout this service schedule, SunTrust Bank is referred to as “we” or “us,” the treasury management services we offer are referred to as the “services,” our treasury management services master agreement is referred to as the “master agreement,” and the person or entity using the services is referred to as “you.”
2. **Description of the ACH Service.** The ACH service allows you to initiate debit and credit entries through the automated clearing house, which is a funds transfer system for sending and settling for electronic entries among participating financial institutions. Details regarding ACH’s functionality and certain formatting and other technical requirements that you must follow when using the ACH service are provided in the ACH reference materials as we update them from time to time.
3. **Request for ACH Service.** By signing this service schedule, you are requesting that we act as the originating depository financial institution or “ODFI” with respect to entries that you send us or that are sent to us on your behalf. You will be the “originator” for each of those entries. Your use of the ACH service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions and, in addition, you agree to be bound by the rules (as defined below).
4. **Definitions.** The following terms have the specified meanings for purpose of this service schedule:
 - “ACH operator” means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for entries, as further defined in the rules.
 - “Authorized representative” means each person identified on the version of Exhibit A that is in effect at the relevant time as being authorized to give us instructions or to verify entry file totals.
 - “Batch” means entries that have been grouped together and that have the same effective entry date and entry code and that settle to the same designated account.
 - “Business day” means Monday through Friday, excluding banking holidays.
 - “Cut-off deadline” means the time on a business day by which we must receive an entry for processing on that business day as we update it from time to time.
 - “Designated account” means the account(s) to be used as a settlement source of debits or credits for entries that you have designated on the version of Exhibit A to this service schedule that is in effect at the relevant time.
 - “Effective entry date” means the date specified in an entry on which you instruct that the payment for that entry is to be made.
 - “Entry” means a request for a credit to or a debit from a receiver’s deposit account as further defined in the rules and includes all data we receive from you regarding an entry.
 - “Entry codes” means the codes that distinguishes the various types of entries, as further defined in the rules.
 - “File” means a group of entries associated with a given transmittal register and related control totals, as further defined in the rules.
 - “Final settlement” means the day we post an entry to the account of either the RDFI or a Federal Reserve Bank, as applicable.
 - “Instruction” means a direction relating to an entry that we receive from an authorized representative, including canceling an entry.
 - “NACHA” means the National Automated Clearing House Association.

“On-us entry” means an entry that credits or debits an account maintained with us.

“Receiver” means the person or entity that has authorized you to initiate a debit or credit entry to the account of that person or entity maintained at the RDFI as further defined in the rules.

“RDFI” means the receiving depository financial institution as further defined in the rules.

“Rules” means the Operating Rules and Operating Guidelines adopted by NACHA, as in effect at the relevant time.

Unless otherwise defined in this service schedule or in the master agreement, terms that are defined in the rules have the meanings given to those terms in the rules.

5. **Transmitting Entries to Us.** You may transmit entries and instructions to us so long as you comply with the rules, the master agreement, this service schedule, the ACH reference materials and the security procedures. Any entry you send must be transmitted to us through one of our online services and must comply with the requirements of, and be identified by, the appropriate entry code and comply with all ACH record format specifications. You must retain all data on file that we would need to reprocess an entry for at least three business days after midnight of the effective entry date of that entry and agree to give us that data immediately upon our request. If you use a third-party processor, then each reference in this service schedule to “you,” includes your third-party processor as appropriate.

6. **Our Processing of Entries.** Except as provided later in this section with respect to on-us entries, we will process entries and instructions that we receive from you and then transmit those entries as the ODFI to an ACH operator. We will transmit the entries to the ACH operator by its deposit deadline prior to the effective entry date shown in the entries so long as the ACH operator is open for business on that day and we receive the entries prior to (a) our cut-off deadline and (b) the number of days required in the ACH reference materials to meet the effective entry date shown in the entries. For entries that we receive after those times, we will use reasonable efforts to transmit the entries by the ACH operator’s next deposit deadline on a business day on which the ACH operator is open for business. If we receive an on-us entry from you, we will credit or debit the receiver’s account for the entry amount on the effective entry date so long as we receive the entry prior to (a) our cut-off deadline and (b) the number of days required in the ACH reference materials to meet the effective entry date shown in the entry. For an on-us entry that we receive after those times, we will use reasonable efforts to credit or debit the receiver’s account on the business day following such effective entry date. If the effective entry date shown in an entry that we receive from you is not a business day, we will process that entry as if the effective entry date for that entry was the next business day following the requested effective entry date.

7. **Exposure Limits.** We reserve the right to establish and change aggregate and individual dollar limits or “exposure limits” for your entries and files. We may refuse to process entries or files that exceed these exposure limits. We will tell you what your exposure limits are at any time upon request.

8. **Suspension and Rejection of Entries.** We may suspend processing of and/or reject an entry, batch or file that (a) does not comply with the rules, the master agreement, this service schedule, the ACH reference materials or the security procedures or (b) contains an effective entry date more than 14 calendar days after the day we receive it. We may suspend processing or and/or reject an on-us entry for any reason that would allow that entry to be returned under the rules. We may also suspend processing of and/or reject an entry, batch or file if you fail to comply with any of your obligations under this service schedule, including your obligation to maintain sufficient available balances in the designated account(s). We may suspend processing of an entry, batch or file without giving you notice. If we reject a batch or an entire file of entries, we will notify you no later than the business day on which the entry would have been transmitted to the ACH operator for processing or, in the case of an on-us entry, its effective entry date. If an individual entry is rejected, it will be reported with your returns. If we reject an entry, batch or file, you may be required to resend it.

9. **Cancellation and Amendment of Entries.** We have no obligation to honor or process any request we receive from you to cancel or amend an entry once we have received that entry. However, as an accommodation to you, we will use good faith efforts to honor your request to cancel (but not to amend) an entry if (a) the request complies with the security procedures and (b) we receive your request at a time and in a manner that gives us a reasonable opportunity to act on it prior to transmitting the entry to the ACH operator or, in the case of an on-us entry, prior to crediting or debiting the entry to the receiver’s account. We are not liable if we cannot honor your cancellation request. You agree to reimburse us for any expenses we may incur in attempting to honor your cancellation request. If you request a cancellation, we will use a reversing entry in an effort to honor your request except in limited circumstances where we have the capability to delete the entry, batch or file.

10. **Name and Account Number Inconsistency.** You must ensure the accuracy of your entries and instructions. If an entry describes the receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an on-us entry, by us) on the basis of the account number, even if that number identifies a person other than the named receiver. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

11. **Notice of Returned Entries.** We give you notice by online service, secured e-mail, facsimile or mail promptly after we receive a returned entry from the ACH operator. We are not obligated to retransmit any returned entry that we originally transmitted in compliance with this service schedule. If you want us to retransmit a returned entry to the ACH operator, you must retransmit the entry to us.

12. **Notifications of Change.** We will give you notice by online service, secured e-mail, facsimile or mail of all notifications of change relating to your entries within two business days after we receive them. You agree to make the required change(s) prior to submitting any further entries to the applicable receiver's account. If you fail to correct an entry in response to a notification of change, NACHA may impose fines against you that may be debited directly against the designated account(s) without prior notice.

13. **Security Procedures.** You agree to comply with the following security procedures in using the ACH service and agree that these security procedures are commercially reasonable:

(a) **System Edit.** We will only accept entry files that pass our system edit. That system edit examines various attributes of an entry file, including the settlement account, the credit or debit nature of the entries contained in the file and the application identification number contained in the file's header or trailer record. We will reject any entry file that does not pass our system edit and will notify an authorized representative of that rejection. You agree that all entry files that pass our system edit will conclusively be deemed to be authorized by you.

(b) **PAL Totals.** Except for entry files that are transmitted through certain online services, an authorized representative is required to verify the total dollar amounts for all debit entries and, separately, for all credit entries contained in each entry file. Except for files transmitted or to be converted into an EDI format, this verification is given through our phone authorization line or "PAL" system and requires the use of the ACH authorization code that we assign and distribute directly to your authorized representative. If your file is transmitted or to be converted into an EDI format, your authorized representative will be required to provide entry totals to our EDI department by a method that is acceptable to that department. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor may give us entry totals on an aggregate basis for all entries contained in that file.

(c) **Online Services.** For entry files or instructions that are transmitted to us through one of our online services, you are required to comply with the security procedures for that online service.

(d) **Direct Transmissions.** For entries transmitted directly through communications software, a logon record with a unique ID and password is required. The ID and password are provided with the establishment of the direct transmission product. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor will use the ID and password that we issued to it, rather than ones we issued to you.

(e) **Cancellation Requests.** Instructions canceling an entry may be delivered by a facsimile or through certain online services. We may verify or authenticate any instructions by calling the authorized representative giving us the instructions or by any other means we believe to be reasonable in the circumstances, but are under no obligation to do so. We will have no liability for acting on instructions we believe in good faith to have been given by an authorized representative.

(f) **General.** We may verify or authenticate any entry or files by contacting you by telephone or by any other method we believe is reasonable under the circumstances, but we are under no obligation to do so. If we are unable to verify or authenticate an entry or file, we may refuse to process such entry or file. We may change the security procedures by giving you notice of the changes and any changes will take effect immediately upon your receipt of that notice

14. **Payment for Entries.** You must pay us the amount of each credit entry we have originated on your behalf and we will pay you the amount of each debit entry that we have originated on your behalf, all at such times as we may determine. We may, without notice or demand, (a) debit any designated account for amounts that you owe us under this service schedule and (b) credit any designated account for the amount of (i) originated debit entries and (ii) returned entries previously debited from any designated account. You must at all times maintain sufficient

available funds in the designated account(s) to cover your payment obligations to us. If your obligations to us at any time exceed the available funds in the designated account(s), we may refuse to process entries until you deposit sufficient available funds and/or debit or place a hold on funds in any account you maintain with us. We have the right to set off against any amount we owe you, in payment of your obligations to us.

15. **Representations for all Entries.** You give us the following representations with respect to every entry you send us: (a) the receiver designated in that entry authorized you to initiate the entry and to credit or debit its account in the amount and on the effective entry date of the entry, (b) the receiver's authorization is and will remain effective until the receiver's account is debited or credited, (c) the entry conforms to your obligations under the master agreement, this service schedule, the rules and the ACH reference materials, and (d) the entry complies with and does not violate applicable laws and regulations (including those relating to sanctions programs). You agree to be bound by the rules and acknowledge that payment of an entry by the RDFI to the receiver is provisional until the RDFI receives final settlement for such entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the receiver of the amount credited and, in such case, you will not be deemed to have paid the receiver the amount of the entry.

16. **Additional Representations for Specific Entry Codes.** The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to certain entry codes. As a result, we must obtain additional agreements and representations from you with respect to those entry codes. Those additional agreements and representations are set forth on Exhibit B to this service schedule. If you send us any of the entry types described on Exhibit B, you automatically make the additional agreements and representations to us that are set forth for that entry type on Exhibit B.

17. **Notices.** Oral notices or communications relating to entries, instructions and this service schedule must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in this service schedule or the ACH reference materials and (b) if to you, to the telephone number you provide in the version of Exhibit A that is in effect at the relevant time. Written notices, instructions, directions, confirmations, verifications, or other communications with respect to entries and this service schedule must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in this service schedule or the ACH reference materials and (b) if to you, at the addresses provided in the version of Exhibit A that is in effect at the relevant time. You and we may both change our telephone number(s) or address(es) by giving written notice to each other.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the ACH service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the ACH service.

Client Name	Prince William County		
Authorized Signature			
Print Name	Christopher E. Martino	Client Address	1 County Complex Court (Mc455)
Print Title	Finance Director		Prince William, Va 22192
Telephone Number	703-792-6700		
Date			, 20



Bank Use Only	
ACH Name	
Relationship ID No.	VAPRINCEWILLIAMCT
Date Received	

Exhibit A to ACH Service Schedule

This is an exhibit to the Automated Clearing House or "ACH" service schedule. Terms that are defined in the ACH service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are instructing us to include in your setup for ACH service the designated accounts, authorized representatives and third party processors, as indicated in the following tables.

Client Name Prince William County

Section I: Account Numbers – List below all account numbers to be used as a settlement source of debits or credits for entries.

1. 8013527	4.
2.	5.
3.	6.

Section II: Authorized Representative(s)– Provide the information requested in the following table for each person who is to be an authorized representative. You must select one or both of the checkboxes in the table for each authorized representative in order to give that authorized representative the appropriate authorities. If no checkboxes are selected, an authorized representative will not be given any authorities.

	Name	Phone No.	After Hours Phone No.	Authorized For:	
				Control Totals	Reversals/ Deletions
1.	Mark Hinman	703-792-6729		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Beverly Heurtebise	703-792-6727		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Carlene Shepherd	703-792-6726		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Zena Trotman	703-792-6778		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	(Note: Above for incoming ACH's only)			<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Section III: Third-Party Processor

You request that the following third-party processor deliver or transmit entries to us on your behalf. You shall be responsible for all acts and/or omissions of such third-party processor. We may elect not to accept your designation of a third-party processor to deliver or transmit entries to us on your behalf.

Name _____	Phone Number _____
Address (Street, City, State, Zip) _____	

Signature

This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the ACH service. Any designated account, authorized representatives or third-party processors currently included in your setup for ACH service not listed on this exhibit will be deleted.

Client Name	<u>PRINCE WILLIAM COUNTY</u>		
Authorized Signature	_____		
Print Name	<u>Christopher E. Martino</u>	Street Address	<u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>		<u>Prince William, VA 22192</u>
Telephone Number	<u>703-792-6700</u>	Mailing Address	_____
Date	<u> , 20 </u>		



Bank Use Only	
ACH Name	
Relationship ID No.	VAPRINCEWILLIAMCT
Date Received	

Exhibit A to ACH Service Schedule

This is an exhibit to the Automated Clearing House or "ACH" service schedule. Terms that are defined in the ACH service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are instructing us to include in your setup for ACH service the designated accounts, authorized representatives and third party processors, as indicated in the following tables.

Client Name Prince William County

Section I: Account Numbers – List below all account numbers to be used as a settlement source of debits or credits for entries.

1. 000802840-AP	4.
2. 202028003-PR	5.
3.	6.

Section II: Authorized Representative(s)– Provide the information requested in the following table for each person who is to be an authorized representative. You must select one or both of the checkboxes in the table for each authorized representative in order to give that authorized representative the appropriate authorities. If no checkboxes are selected, an authorized representative will not be given any authorities.

	Name	Phone No.	After Hours Phone No.	Authorized For:	
				Control Totals	Reversals/ Deletions
1.	Gerardo A. Clemente	703-792-4623	703-606-8304	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Paul Fitzgerald	703-792-6766		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Nancy Dulong (AP)	703-792-6743		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Van Tran (PR)	703-792-6761		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Bonita Williams (AP)	703-792-6744		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Shirley Jordan (PR)	703-792-6760		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section III: Third-Party Processor

You request that the following third-party processor deliver or transmit entries to us on your behalf. You shall be responsible for all acts and/or omissions of such third-party processor. We may elect not to accept your designation of a third-party processor to deliver or transmit entries to us on your behalf.

Name _____	Phone Number _____
Address (Street, City, State, Zip) _____	

Signature

This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the ACH service. Any designated account, authorized representatives or third-party processors currently included in your setup for ACH service not listed on this exhibit will be deleted.

Client Name	<u>PRINCE WILLIAM COUNTY</u>		
Authorized Signature	_____		
Print Name	<u>Christopher E. Martino</u>	Street Address	<u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>		<u>Prince William, VA 22192</u>
Telephone Number	<u>703-792-6700</u>	Mailing Address	_____
Date	<u> </u> , 20 <u> </u>		



Bank Use Only	
ACH Name	
Relationship ID No.	VAPRINCEWILLIAMCT
Date Received	

Exhibit A to ACH Service Schedule

This is an exhibit to the Automated Clearing House or "ACH" service schedule. Terms that are defined in the ACH service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are instructing us to include in your setup for ACH service the designated accounts, authorized representatives and third party processors, as indicated in the following tables.

Client Name Prince William County

Section I: Account Numbers – List below all account numbers to be used as a settlement source of debits or credits for entries.

1. 0000202027988	4.
2.	5.
3.	6.

Section II: Authorized Representative(s)– Provide the information requested in the following table for each person who is to be an authorized representative. You must select one or both of the checkboxes in the table for each authorized representative in order to give that authorized representative the appropriate authorities. If no checkboxes are selected, an authorized representative will not be given any authorities.

	Name	Phone No.	After Hours Phone No.	Authorized For:	
				Control Totals	Reversals/ Deletions
1.	David S. Cline	703-791-8753	703-830-5412	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2.	John Wallingford	703-791-8755	540-658-0948	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Eleanor L. Howell	703-791-7449	540-371-8649	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Gale Breeden	703-791-8747	703-590-4926	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Section III: Third-Party Processor

You request that the following third-party processor deliver or transmit entries to us on your behalf. You shall be responsible for all acts and/or omissions of such third-party processor. We may elect not to accept your designation of a third-party processor to deliver or transmit entries to us on your behalf.

Name	Phone Number
Address (Street, City, State, Zip)	

Signature

This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the ACH service. Any designated account, authorized representatives or third-party processors currently included in your setup for ACH service not listed on this exhibit will be deleted.

Client Name	<u>PRINCE WILLIAM COUNTY</u>		
Authorized Signature	_____		
Print Name	<u>Christopher E. Martino</u>	Street Address	<u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>		<u>Prince William, VA 22192</u>
Telephone Number	<u>703-792-6700</u>	Mailing Address	_____
Date	<u> </u> , 20 <u> </u>		



CONTROLLED DISBURSEMENT ACCOUNT SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Controlled Disbursement Account or "CDA" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the CDA Service.** The CDA service allows you to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment.
3. **Request for the CDA Service.** By signing this service schedule, you are requesting that we allow you to use the CDA service with respect to the disbursement accounts that are identified on the version of the exhibit that is in effect at the relevant time. Once we have included a disbursement account in our implementation of your setup for the CDA service and completed testing of your checks for that account, you may use the CDA service with respect to that disbursement account. Your use of the CDA service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. **Operation of the CDA Service.**
 - (a) As a part of our implementation of your setup for the CDA service, we will provide you with a set of specifications that checks issued against a disbursement account must meet. These specifications include specific routing number and magnetic ink encoding requirements that must be met in order for the CDA service to operate correctly. Using checks that do not meet these specifications can result in daily out-of-balance situations in a disbursement account. You must give us voided sample checks for each disbursement account so that we may test those checks for compliance with the specifications. Once we complete our testing, we will send you a notice that your sample checks are acceptable or that they fail to meet our specifications. You may not issue checks against a disbursement account until you have received a notice from us that your sample checks for that account are acceptable.
 - (b) On each banking day, we will make information available to you regarding the total dollar amount of all checks that have been presented for payment against each disbursement account that day before the controlled disbursement reporting time(s) that we separately disclose to you from time to time. We will make this information available to you through one of our online services.
 - (c) You understand that we provide presentment information to you solely to assist you in funding your disbursement accounts. The CDA service does not relieve you of the obligation to fund your disbursement accounts appropriately. As a result, you agree to have sufficient available funds on deposit in each disbursement account to pay all checks presented against that account, whether or not we have notified you of the presentment of those checks. If the presentment information is not available by the reporting time, you should consider using an estimate based on historical information. The disbursement account may be funded by a transfer of available balances from another account with us, a wire transfer of funds from an account at another financial institution, or an approved line of credit from us. Whatever method is used, we must receive that funding by the funding deadline(s) that we separately disclose to you from time to time. In the event a disbursement account is not adequately funded on the date of presentment, we may return items for which there are not sufficient funds or, if we have previously approved a line of credit to you, we may extend credit to you in an amount sufficient to cover such items.
 - (d) If any ACH or other electronic debits are presented against a disbursement account, those debits may not be included in the information we provide you regarding daily presentments. In that event, you must adjust your funding of the disbursement account to cover the ACH or other electronic debits.
 - (e) You agree and understand that the purpose of the CDA service is to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment, and not to delay the collection of funds by the payees.
5. **Duration and Changing of Options.** Once we have received an exhibit from you and included the information from it in our implementation of your setup for the CDA service, it remains in effect until (a) this service schedule or the agreement is terminated or (b) you complete, sign and give us another exhibit that adds to or deletes from your previous selections and we have had a reasonable time to act on that exhibit before we receive the

relevant checks. Letters or other forms of communication will not be accepted. Each exhibit modifies your then-existing CDA service options on an incremental basis, meaning that each CDA service option you have previously selected remains in place unless you specifically change it on an exhibit.

6. **Termination.** We may terminate the CDA service immediately by giving you written notice of the termination. You may terminate the CDA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the CDA service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the CDA service.

Client Name	<u>PRINCE WILLIAM COUNTY</u>	
Authorized Signature	_____	
Print Name	<u>Christopher E. Martino</u>	Client Address <u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>	<u>Prince William, VA 22192</u>
Telephone Number	<u>703-792-6700</u>	_____
Date	_____, 20 ____	



EXHIBIT TO CONTROLLED DISBURSEMENT ACCOUNT SERVICE SCHEDULE

This is an exhibit to the controlled disbursement account service schedule. Terms that are defined in that service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are authorizing us to add or delete the disbursement accounts specified in the table below from your existing CDA service options.

Check "Add" or "Delete" for each account	Disbursement Account Number	Disbursement Account Title
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	200805177	PR WILLIAM COUNTY SCHOOL EXPENSE A
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Delete		

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit (and any other documents we may require with respect to the CDA service) on your behalf. This exhibit supplements, but does not replace, any other ones you have given us in the past with respect to the CDA service.

Client Name PRINCE WILLIAM COUNTY

Authorized Signature _____

Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)

Print Title Finance Director Prince William, VA 22192

Telephone Number 703-792-6700

Date _____, 20 _____



ONLINE TREASURY MANAGER SERVICE SCHEDULE

- 1. Introduction. This service schedule relates to the SunTrust Online Treasury Manager or "OTM" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. Description of the OTM Service. The OTM service is an Internet-based information reporting and transaction initiation service. It is one of the online services described in the master agreement. Details regarding OTM's functionality and certain formatting and other technical requirements that you must follow when using the OTM service are provided in the OTM reference materials as we update them from time to time.
3. Request for OTM Service. By signing this service schedule, you are requesting that we allow you to use the OTM service with respect to the accounts and services that you have or may in the future identify to us and that we have agreed to include in your set up for the OTM service. Once we have included an account or a service in our implementation of your set up for the OTM service, you may use the OTM service to access that account or service. Your use of the OTM service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. Designation of Security Administrator and Contact. In order to use the OTM service, you must designate a person who will act as your OTM security administrator and a person who will act as your OTM contact. These people will have all of the rights and responsibilities described in the master agreement. Please provide all of the information required below for your OTM security administrator and OTM contact. If you want to change any of this information, you will need to complete, sign and give us a new service schedule. Letters or other forms of communication will not be accepted.

OTM Security Administrator:

Name: Keith Roberts Address: 1 County Complex Court (MC420)
Title: Systems Developer Prince William, VA 22912
Telephone No.: 703-792-7115
After Hours Tele. No.:
Facsimile No.: 703-792-4673 Email Address: kroberts@pwcgov.org

OTM Contact:

Name: Address:
Title:
Telephone No.:
After Hours Tele. No.:
Facsimile No.: Email Address:

Fees. Fees for the OTM service will be charged to:

Table with 2 columns: Account Name, Account Number

5. Security Procedures. The security procedures for the OTM service include the requirement that your users log on to the OTM service using the authorization codes that will be supplied by your security administrator as described in the master agreement. You agree that these security procedures are commercially reasonable.

6. Protection of Our Vendor. We utilize a system provided by a vendor in providing the OTM service. As a result, you agree that (a) each reference to "we," "us" and "our" in any provision in the agreement limiting our liability to you or imposing an indemnification obligation on you will, with respect to the OTM service, be deemed to include our vendor and (b) our vendor is a third party beneficiary of this service schedule.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the OTM service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the OTM service.

Client PRINCE WILLIAM COUNTY
Authorized Signature
Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)
Print Title Finance Director Prince William, VA 22192
Telephone Number 703-792-6700
Date , 20



POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE SCHEDULE

1. **Introduction.** This service schedule relates to the SunTrust Positive Pay ("PPY") and Reverse Positive Pay ("RPPY") service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the PPY and RPPY Services.** The PPY and RPPY services allow you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding the functionality the PPY and RPPY services and certain formatting and other technical requirements that you must follow when using the PPY or RPPY service are provided in the PPY and RPPY reference materials as we update them from time to time.
3. **Request for PPY or RPPY Service.** By signing this service schedule, you are requesting that we allow you to use the PPY or RPPY service with respect to the accounts that are identified on the version of the exhibit that is in effect at the relevant time. Once we have included the identified accounts in our implementation of your setup for the PPY or RPPY service, you may use the PPY or RPPY service (as applicable) with respect to those accounts. Your use of the PPY and RPPY services is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. **Selection of Service Options.** You may select the PPY or RPPY service for each account as described below. Your selection of an option for an account is reflected by the table in which you list that account on the version the exhibit that is in effect at the relevant time.
 - (a) **Positive Pay or "PPY" Service Option.**
 - (i) **Presentment Processing.** With the PPY service, you must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the PPY service. We must receive that issue file by the issue deadline set forth in the PPY reference materials and it must contain all of the information set forth in the PPY reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the PPY service. Once we have received your issue file, we will compare the information in that issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account and that we have posted to the relevant account, and (B) for which we have provisionally settled. You authorize us to finally pay and charge against the relevant account, each check that matches the information in your issue file. We will notify you of each presented check that is not included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the PPY reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the PPY reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return each mismatched check unpaid unless we receive an instruction from you to pay it before the payment decision deadline except (A) as otherwise provided below for checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to finally pay each mismatched check and charge it against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected by the boxes that are checked on the version of the exhibit that is in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided by this service schedule, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the PPY service in processing that check.
 - (ii) **Teller Access Service.** As part of the PPY service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (A) is presented before we have received and processed an issue file for such check or (B) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone

representative” for the relevant account on the version of the exhibit that is in effect at the relevant time. We will make one attempt to all each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to finally pay the check and charge it against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the check unpaid to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks presented to tellers for cashing is one of the fastest growing forms of check fraud. Using our teller access service is one of the best ways to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the PPY service, you will be deemed to have opted out of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

(b) **Reverse Positive Pay or “RPPY” Service Option.** With the RPPY service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant account, (ii) and we have posted to the relevant account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant account. If you determine that a check included in the information we provide should be returned, you must notify us by the payment decision deadline set forth in the RPPY reference materials. If we do not receive a notice from you to return a check by the payment decision deadline, you authorize us to finally pay and charge that check against the relevant account. If you select the RPPY service option, then teller access is not available. As a result, you agree that if you select the RPPY service for an account we will not have any liability for paying any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPPY service option, we may not provide you information for all check attributes that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in this service schedule, if you select the RPPY service for an account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPPY service in processing that check.

5. **Transmission of Information.** We will transmit information regarding mismatches (for the PPY service) and information regarding checks that have posted to your account (for the RPPY service) to you by using certain of our online services. You must transmit your issue files (if you select the PPY service) and your pay or return decisions (for both the PPY and RPPY services) to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative on the version of the exhibit that is in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

6. **Limits on Our Liability.** You acknowledge that we will rely completely on information and instructions you give us in providing the PPY and RPPY services to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the PPY or RPPY service. As a result, you agree that in addition to any limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with the terms of this service schedule, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the PPY or RPPY service is designed to match. Moreover, you acknowledge that the PPY service is not a substitute for our stop payment service and you agree not to report an item as “void” if you have released the item.

7. **Suspension of Service.** You agree that you will be in material breach of the terms of this service schedule if you repeatedly fail to meet any of the deadlines described in the PPY reference materials or have an excessive number of checks not reported on your issue file for the PPY service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the PPY or RPPY services.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the PPY or RPPY service) on your behalf. This service schedule completely replaces any other ones you have given us in the past with respect to the PPY or RPPY service.

Client Name PRINCE WILLIAM COUNTY
Authorized
Signature _____

Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)
Prince William, VA 22192

Print Title Finance Director
Telephone
Number 703-792-6700

Date _____, 20 _____



EXHIBIT TO POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE SCHEDULE

This is an exhibit to the positive pay and reverse positive pay service schedule. Terms that are defined in that service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are selecting the PPY or the RPPY service for each account specified in the tables below.

Accounts Using the PPY Service. Please complete this table for each account for which you would like to select the PPY service:

Account Number	Account Title	Mismatch Handling	Authorized Representatives	Telephone Representatives for Teller Access
000802840	County Accounts Payable	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Gerardo A. Clemente Telephone No.: 703-792-4623 Name: Paul R. Fitzgerald Telephone No.: 703-792-6762 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Nancy Dulong Telephone No.: 703-792-6743 Name: Bonita Williams Telephone No.: 703-792-6744
000802840	County Accounts Payable	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Nancy Dulong Telephone No.: 703-792-6743 Name: Bonita Williams Telephone No.: 703-792-6744 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Gerardo A. Clemente Telephone No.: 703-792-4623 Name: Cesar Arana Telephone No.: 703-792-6742
000802840	County Accounts Payable	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Cesar Arana Telephone No.: 703-792-6742 Name: Telephone No.: Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Telephone No.: Name: Telephone No.:

Accounts Using the RPPY Service. Please complete this table for each account for which you would like to select the RPPY service:

Account Number	Account Title	Authorized Representatives	
		Name: Facsimile No.:	Name: Facsimile No.:
		Name: Facsimile No.:	Name: Facsimile No.:

		Name: Facsimile No.:	Name: Facsimile No.:
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Opting out of Teller Access. As described in the service schedule, if you do not name at least one telephone representative for each account for which you have elected the PPY service or if you select the RPPY service for an account, you will be deemed to have opted out of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as

Client Name PRINCE WILLIAM COUNTY
 Authorized Signature _____

Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)
 Print Title Finance Director Prince William, VA 22192
 Telephone Number 703-792-6700

Date _____, 20____
 we otherwise process that check in accordance with our standard check cashing procedures.

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit (and any other documents we may require with respect to the PPY or RPPY service) on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the PPY or RPPY service.



EXHIBIT TO POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE SCHEDULE

This is an exhibit to the positive pay and reverse positive pay service schedule. Terms that are defined in that service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are selecting the PPY or the RPPY service for each account specified in the tables below.

Accounts Using the PPY Service. Please complete this table for each account for which you would like to select the PPY service:

Account Number	Account Title	Mismatch Handling	Authorized Representatives	Telephone Representatives for Teller Access
202028003	County Payroll	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Gerardo A. Clemente Telephone No.: 703-792-4623 Name: Paul R. Fitzgerald Telephone No.: 703-792-6762 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Shirley Jordan Telephone No.: 703-792-6760 Name: Cindy Miller Telephone No.: 703-792-7171
202028003	County Payroll	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Cindy Miller Telephone No.: 703-792-7171 Name: Shirley Jordan Telephone No.: 703-792-6760 Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Gerardo A. Clemente Telephone No.: 703-792-4623 Name: Telephone No.:
202028003	County Payroll	<input checked="" type="checkbox"/> Return default <input type="checkbox"/> Pay default	Name: Van Tran Telephone No.: 703-792-6761 Name: Telephone No.: Fax Number for Contingency Exception Processing on Positive Pay Accounts: 703-792-6290	Name: Telephone No.: Name: Telephone No.:

Accounts Using the RPPY Service. Please complete this table for each account for which you would like to select the RPPY service:

Account Number	Account Title	Authorized Representatives	
		Name: Facsimile No.:	Name: Facsimile No.:
		Name: Facsimile No.:	Name: Facsimile No.:

		Name: Facsimile No.:	Name: Facsimile No.:
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Opting out of Teller Access. As described in the service schedule, if you do not name at least one telephone representative for each account for which you have elected the PPY service or if you select the RPPY service for an account, you will be deemed to have opted out of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as

Client Name PRINCE WILLIAM COUNTY
 Authorized Signature _____

Print Name Christopher E. Martino Client Address 1 County Complex Court (MC455)
 Print Title Finance Director Prince William, VA 22192
 Telephone Number 703-792-6700

Date _____, 20_____
 we otherwise process that check in accordance with our standard check cashing procedures.

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit (and any other documents we may require with respect to the PPY or RPPY service) on your behalf. This exhibit completely replaces any other ones you have given us in the past with respect to the PPY or RPPY service.



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

1. **Introduction.** SunTrust Bank offers a full range of treasury management services to our clients under the terms and conditions set forth in this master agreement and the other documents described below. Throughout this master agreement, SunTrust Bank is referred to as “we” or “us,” the treasury management services that we offer are referred to as the “services,” this master agreement and the other documents described below are together referred to as the “agreement” and the person or entity using any of the services is referred to as “you.”

When you sign a service schedule regarding any service or a delegation of authority you are agreeing to be bound by the terms and conditions of the agreement. In addition, if you use or attempt to use any service, you are agreeing to be bound by the terms and conditions of the agreement relating to that service, even if you have not signed the service schedule for that service. In either event, the agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. **Organization of Agreement.** As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

- **Service Schedules.** The service schedule for a service describes the nature and scope of the service as well as the specific terms and conditions relating to that service.
- **Master Agreement.** This master agreement sets forth the rights and responsibilities that you and we have with respect to the services that we offer and addresses issues that are common to all services.
- **Delegation of Authority.** The delegation of authority is completed when you elect to take advantage of the convenience of delegating authority concerning the services within your company.
- **Implementation/Setup Forms.** The implementation/setup forms provide operational information concerning the services that you have elected to use.
- **Software Materials.** We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs with certain services. There may also be a separate license agreement and/or user manual for some of those software programs. The agreement and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those software programs and important instructions and requirements for their use. Those software programs and those other items are all part of the software materials.
- **Rules and Regulations.** The rules and regulations for deposit accounts that you maintain with us in connection with your utilization of a service set forth the terms and conditions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. **Amendments.** We may change or add to the terms and conditions of this master agreement by giving you 30 calendar days’ prior written notice and we may change or add to the terms and conditions of any service schedule (including changing any of your service option selections) by giving you 10 calendar days prior written notice. We may change the information on the implementation/setup forms without giving you notice. If you continue to use a service after the change becomes effective, you are bound by the changed or new terms and conditions. If the change or addition to any terms and conditions is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change is necessary for the security or integrity of the systems that we use in performing services for you, we may change or add to the terms and conditions in this master agreement or any service schedule by giving you notice promptly after we make the change. In that case, you are bound by the changed or new terms and conditions unless you terminate your use of the relevant services immediately after you receive our notice of the change. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. **Services.** You may use any of the services that we have agreed to perform for you. If you attempt to use a service that we have not agreed to perform for you, we may refuse to perform that service. We may also delay and/or refuse to process any item, transaction or instruction with respect to a service which (a) does not comply with the terms and conditions of the agreement relating to that particular service, (b) is not complete, correct and current, (c) is greater in frequency or number than is permitted for the relevant account or service, (d) is for an amount that is less than the minimum amount permitted for the relevant account or service, (e) relates to an account that has been closed or exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), unless we have agreed to extend you credit in a separate written agreement and you have met all of the conditions to access credit that is available under that separate written agreement, (f) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an account over which there is a dispute or restriction on withdrawal, (g) we suspect results from a breach in the confidentiality of a security procedure or authorization code or relates to an account or service that we suspect is being used for, or is the target of, fraudulent or illegal activity, or (h) might cause us to violate applicable law or otherwise expose us to liability.

5. **Overdrafts.** As noted above, we may delay and/or refuse to process any item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance). If we decide in our discretion to process an item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), you agree to reimburse us on demand for (a) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (b) all overdraft fees and charges we may impose from time to time, (c) interest on the amount of the overdraft or other shortfall at the rate we may impose from time to time for the day the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paid, and (d) all costs and expenses (including, without limitation, attorney's fees) we incur in collecting the overdraft or other shortfall, or any fees, charges or interest relating to it, from you.

6. **Security Procedures and Authorization Codes.** Some of the services require you to implement appropriate security procedures that are described in the service schedules for those services. The security procedures are designed to verify the authenticity of instructions that we receive and to control access to information and services. They are not designed to detect errors in the content or transmission of instructions or information. We may rely on the security procedures to control access to information and services and to determine whether any instructions we receive are authorized. You will be bound by all instructions issued in your name and accepted by us in compliance with the applicable security procedures, whether or not you or one of your authorized persons actually authorized those instructions. The security procedures may require the use of PINs, user ID numbers, passwords, test keys, algorithms or other codes, all of which are referred to as "authorization codes." In some cases, we will provide all of the authorization codes (which, for some services, may be the same for multiple users). In these cases, we will either give the authorization codes directly to your users or we will give them to the person within your company that you have designated as your "contact." Your contact is then responsible for distributing the authorization codes to your users. In other cases, you will be required to appoint a person within your company who has the authority to determine who is permitted to use certain services on your behalf. That individual is referred to as your "security administrator." In these cases, we may give your contact or security administrator the authorization codes or a portion of the authorization codes with the rest of the authorization codes going to another contact or security administrator. If we do not give all of the authorization codes to a single security administrator, your security administrator must obtain the other portions of the authorization codes from the other contact or security administrator who received them. After obtaining the other portions of the authorization codes, your security administrator is responsible for creating and providing authorization codes for and establishing limits on each user's authority to initiate transactions, access information and use services on your behalf. Some services give you the option of designating more than one contact and/or security administrator. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your contacts, your security administrators, any users to whom we or your contacts or security administrators have provided authorization codes and any other person who has obtained access to your authorization codes. In some cases, a third party vendor may provide the authorization codes on our behalf.

7. **Authorized Persons.** The individuals who have authority to give us instructions, access information and use services on your behalf are those that are reflected in your delegation of authority, if you have executed one, or any other separate written resolution or other document relating to the services that you have given us. In addition, if you use a service that involves authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to give us instructions, access information and use services on your behalf, even if he or she is not otherwise designated as

having authority to do so. You may also authorize third party processors and other agents to give us instructions, access information and use services on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by an authorized person (including instructions sent by facsimile or other electronic method). We are authorized to follow the instructions of your contact, your security administrator or any person designated as having authority to act on your behalf (or that gives us or uses an appropriate authorization code) until we receive written notice that his or her authority (or authorization code) has been terminated and we have had a reasonable time to act upon that notice. At our option, we may require written confirmation of instructions that are given orally or by facsimile.

8. **Our Online Services and Software Materials.**

(A) Use of Online Services. We offer several online services (including data transmission services) that allow you to electronically access information concerning your accounts, give us instructions regarding certain transactions with respect to your accounts and use of the services, and transmit and receive data files to or from us. We can also use online services to electronically provide you reports, confirmations, statements and other information regarding your accounts and use of the services. The instructions that you can give us through online services vary by service. These online services may require you to comply with various security procedures and to use authorization codes. You agree to provide us with all information we request to enable us to activate your ability to use online services. Some of the online services have specific formatting and other technical requirements, as we may specify from time to time. You agree to comply with these requirements when using the online services and to allow us to test and approve your setup for an online service or data transmission service before you begin using it. Several of the online services may also require you to use software that we license or sublicense to you. Your use of that software is subject to the terms of the license agreement that accompanies it.

(B) Nonexclusive License. Your rights in the online services and software materials are limited to a nonexclusive license to use them solely in connection with your use of the services for your internal business purposes. You may not transfer or assign any of your rights with respect to the license, and the license will be automatically revoked if the agreement is terminated generally or with respect to the particular service to which the online services or software materials relate. If your license is revoked, you must return the software materials and any copies or extracts that you have made to us immediately. You may not (i) sublicense, sell, lease, distribute or (except with respect to your employees or agents) provide access to any of the online services or software materials to any third party, (ii) use the online services or software materials in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use the online services or software materials in any manner that is not expressly permitted by the agreement, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from the online services or software materials or (v) take any actions or engage in any conduct that violates our rights (or those of our vendor) with respect to the online services or software materials.

(C) Proprietary Rights. Except as otherwise set forth in the software materials or the relevant service schedule, we or our vendor retain all ownership and other rights in the online services and software materials and in any related trade secrets, copyrights and other intellectual property rights. In addition, you acknowledge that the online services and software materials are confidential information that belongs to us or to our vendor. You will not disclose or otherwise make any of the online services or software material available to any person other than your employees or agents that need to use the online services or software materials in order for you to use the services, and you will instruct those employees or agents to keep the online services and software materials confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets.

(D) Accounts at other Institutions. Some of our online services have the ability to access information concerning accounts at other financial institutions. In order for you to take advantage of this functionality, you must give written instructions to the other financial institution(s) to make information regarding those accounts available to us and the other financial institution(s) must give us written instructions to make that information available to you through one of our online services. We are not responsible for any inaccuracies in any information provided by the other financial institution(s) or for any errors or delays in any service caused by the other financial institution(s).

(E) No Guarantees or Responsibility. We make no guarantees and have no responsibility with respect to (i) the operation of any online service being uninterrupted, error free or free from program limitations, (ii) defects in the online services or any information provided through them, (iii) the online services or the servers that make them available being free of viruses, disabling devices or other harmful components, (iv) any information or reports that are transmitted over the Internet or sent by e-mail or other electronic method remaining confidential or being accurate), or (v) any person gaining unauthorized access to the online services, unless we failed to meet our standard of care in giving that person an authorization code. If an online service is not available or you are unable to access an online service, you agree to use another method (such as written instructions) to access your accounts or use the services.

9. **Your Equipment, Communications Capabilities and Software.** Several of the services require you to have certain equipment, communications capabilities or software. You are responsible for providing and maintaining (at your cost and expense) any equipment, communications capabilities or software (other than software we provide in connection with certain of our services) necessary for any of the services that you use. It is your responsibility to insure that the equipment, communications capabilities and software you select are compatible with those that we use from time to time to provide the services. We have no responsibility if any equipment, communications capabilities or software that you use is defective or is not compatible with ours, even if you have told us what equipment, communications capabilities and software you intend to use or we have previously approved its use.

10. **Financial EDI.** Financial EDI refers to the electronic exchange of payments, payment-related information and other financial data in formats that meet agreed standards. The financial EDI services that we offer fall into three categories: (i) payment initiation or “integrated payables,” (ii) payment receipt or “electronic receivables delivery,” and (iii) financial reporting services. Each is described below:

(a) Our integrated payables EDI service allows us to accept an electronic file from you that is used to initiate entries through our ACH service and/or create paper checks through our payment outsourcing service.

(b) Our electronic receivables EDI service allows us to send you a formatted text report or electronic file to report payment and payment-related data from our ACH and or lockbox services to you in various formats.

(c) Our financial reporting EDI service allows you to send and receive electronic files to support our account reconciliation, controlled payment and positive payment services (both issue and paid item files), our ACH fraud control service (authorization records) and our account analysis service.

Files we receive from you or send to you must be in a format that we have tested and agreed to and must be sent or received by the deadlines specified for the relevant service that we separately disclosed to you so that we can perform the necessary edits and forward the files for the relevant payment or information purposes. The terms and conditions for each service that is utilized through an EDI file continue to apply.

11. **Fraud Detection/Deterrence.** Payment system fraud has increased dramatically in recent years due to a number of factors. From time to time we may make certain products and services that are designed to detect and/or deter payment system fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood of certain types of fraudulent transactions occurring in your accounts. As a result, you agree that if you fail to implement any of these products or services, (a) you will be precluded from asserting any claims against us with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your accounts that the product or service was designed to detect or deter, (b) we will not be required to recredit your accounts or otherwise have any liability for such transactions, and (c) you will indemnify us for any loss or expense (including, without limitation, reasonable attorneys’ fees to the extent permitted by law) relating in any way to such transactions, so long as we otherwise satisfied our duty of care with respect to the other aspects of such transactions.

12. **Fees and Taxes.** You will pay us all fees that we disclose to you for any of the services that you use. We may change or add new fees for services from time to time. If you continue to use the service after the change becomes effective, you agree to pay the new fees. In addition, you agree to pay any taxes (other than taxes based on our net income) relating to the services that you use and to pay any out-of-pocket expenses we incur in performing the services for you, including any communication, access, transmission and data processing charges. Your accounts are also subject to the fees set forth in the schedule of fees described in the rules and regulations. We may change those fees by following the procedures set forth in the rules and regulations. We may collect any fees, taxes or expenses by debiting your accounts with us, offsetting those amounts against any earnings credits relating to any analysis of your deposit accounts, or other applicable method. We reserve the right to charge interest on any amounts that are not paid within 30 calendar days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under this agreement, we have the option of canceling or suspending the performance of any further services for you.

13. **Term and Termination.** Unless a shorter period of notice is provided in the service schedule for a particular service or we mutually agree to a shorter period of notice, the agreement will continue in effect until either you or we give 30 calendar days’ prior written notice of termination to the other party. Any such termination may be for the entire agreement or only for a particular service. In addition, we may terminate this agreement or any service immediately and without giving you prior written notice if (a) you violate this agreement, (b) any representation or warranty you make to us fails to be true and correct in any material respect, (c) we believe in good faith that there has been a material adverse change in your financial or business condition, (d) you make a general assignment for the benefit of creditors or become a debtor in any

bankruptcy or other insolvency or liquidation proceeding, (e) we determine that changes in applicable laws, regulations, clearing house rules or funds transfer system rules have made it impracticable for us to perform under the agreement generally or with respect to a particular service or (f) any of the circumstances described in clause (g) or (h) of Section 4 of this master agreement occurs. Even though the agreement may be terminated entirely or with respect to a particular service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the agreement or any service, those that you incur in the process of terminating the agreement or a particular service and for any outstanding transactions.

14. **Your Representations and Warranties.** You represent and warrant to us that (a) you are duly organized, validly existing and in good standing under the laws of your state of organization, (b) you have full power and authority to carry on your business and to enter into and perform your obligations under the agreement, (c) you have taken all actions necessary to enter into and perform your obligations under the agreement, (d) all resolutions or other authorizations you have given to us are true, accurate and complete in all material respects, (e) all assumed or factitious names that you use have been duly registered or filed with the applicable governmental authorities, (f) you have obtained all necessary consents or authorizations for you to enter into the agreement, (g) this agreement is legally binding on you, (h) each person whose name is written or printed on your delegation of authority, if you have executed one, or any resolution or other separate written authorization concerning the agreement or any service has complete authority to bind you in all transactions relating to the agreement or any service, (i) you are neither bankrupt nor insolvent nor have you made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so, (j) you have not commenced any dissolution proceedings and no governmental authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations, and (k) the agreement does not violate any law, regulation or agreement to which you are a party. You also make the representations and warranties that are set forth in the service schedule for any service that you use. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

15. **Liability and Indemnification.**

(A) Your Duty of Care. You must exercise good faith and ordinary care in performing your obligations under the agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to any services and notify us of any error, omission or other discrepancy reflected in such confirmation, report, periodic statement, notice or document within 30 days (or such shorter period of time specified in the relevant service schedule) after we send or make it available to you.

(B) Our Duty of Care. In performing the services for you, you agree that we are not acting as a fiduciary for you or for your benefit and that our responsibility is limited to acting in good faith and exercising ordinary care. In that regard, the services have several unique characteristics that relate to our duty of care. For example, most of the services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the service schedule for each service have been designed in light of those characteristics to maximize your ability to use that service in an efficient manner while minimizing your cost and inconvenience. You agree that the procedures for each service are commercially reasonable and that we will be deemed to have exercised ordinary care if we substantially comply with the procedures. You also agree that clerical errors, mistakes in judgment, and occasional or unintentional deviations by us from the procedures will not be deemed to constitute a failure on our part to exercise ordinary care. You also agree that we will not be deemed to have failed to exercise ordinary care with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system) or (iii) any circumstance beyond our reasonable control or for which we do not have responsibility under the agreement.

(C) Conditions on Our Liability. We will have no liability to you unless we fail to satisfy our duty of care as described above. If we fail to satisfy our duty of care, you agree to the maximum extent permitted by law that we will have no liability for any losses or damages resulting from that failure unless (i) you have satisfied your duty of care as described above (including your duty to discover and report any error, omission or other discrepancy reflected in any confirmation, report, periodic statement, notice or document to us within the applicable period), (ii) you promptly give us written proof of your losses or damages and cooperate with us in investigating the error, omission or other discrepancy and your losses or damages, and (iii) you bring any claim, action or proceeding against us with respect to any error, omission or discrepancy within one year after it occurred (in that regard, if the error, omission or discrepancy is a repetitive one, all such

errors, omissions or discrepancies will be deemed to have occurred on the date of the first such error, omission or discrepancy).

(D) **Limits on Our Liability.** If we fail to satisfy our duty of care and you have satisfied the conditions to our liability, both as described above, then you agree to the maximum extent permitted by law that our liability to you will be limited to any of your monetary losses or damages that are a direct result of that failure, up to the lesser of (i) the amount of the transaction to which the error, omission or other discrepancy relates or (ii) the amount of the fees that you have paid us for the service in question for the 6 months preceding the month in which the failure occurred. You also agree to the maximum extent permitted by law that we will never be liable to you for any indirect, consequential, special, punitive or exemplary losses or damages, without regard to the form of your claim or action or whether your claim is in contract, tort or otherwise, and even if we knew such losses or damages were possible or likely. To the extent we are required by applicable law to pay you interest on any amount for which we are liable under this section, that interest will be determined by using the “federal funds rate” we paid at the close of business on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(E) **Disclaimer of Warranties.** To the maximum extent permitted by law, we disclaim all representations and warranties of any kind, whether express or implied, with respect to the services, the software materials, the online services, and any equipment or software that you use in connection with the services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

(F) **Your Indemnification Obligations.** Unless finally determined by a court or arbitrator having proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify, protect and hold us and our officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys’ fees) which relate in any way to the services or the agreement (including those caused by: (i) your failure to comply with any of the terms and conditions of the agreement, (ii) the failure of any of the representations or warranties that you make to us to be true and correct in all respects at any time or (iii) any instructions you give us).

16. **Arbitration.** Either you or we have the right to require that any dispute, controversy or claim arising out of or relating to the agreement or any breach, termination or invalidity thereof, including any dispute concerning the scope of this arbitration clause, be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of the American Arbitration Association (the “Rules”). Any arbitration proceeding will be conducted before a panel of three neutral arbitrators, or one neutral arbitrator if the amount in dispute does not exceed \$500,000, all of whom must be attorneys engaged in the practice of banking law for ten years or more. You and we will each select one arbitrator, or if the arbitration is conducted by only one arbitrator you and we will jointly select the arbitrator. The arbitrator that you select and the arbitrator that we select will, within ten days of their appointment, select a third, neutral arbitrator. In the event that they are unable to do so, you, we or either of our attorneys may request the American Arbitration Association to appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed must take an oath of impartiality. Judgment upon any award rendered by the arbitrators may be entered and enforced by any court of competent jurisdiction. The place of the arbitration will be in the city where our principal office is located. In rendering any award the arbitrators will determine the rights and obligations of the parties in accordance with the laws of the state governing this agreement. The arbitrators are not empowered to award damages in excess of the amounts expressly provided for by this master agreement. All statutes of limitation that would otherwise apply to a judicial action will apply to any arbitration or reference proceeding under the agreement. The arbitrators must award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. “Costs and fees” means all reasonable pre-award expenses of the arbitration, including the arbitrator’s fee, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys’ fees. Neither you nor we may disclose the existence, content or result of any arbitration under the agreement without the prior written consent of the other.

17. **Jury Trial Waiver.** You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the agreement, the services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or your or our actions. This provision is a material inducement for us to enter into the agreement. You also

acknowledge that none of our representatives or agents has represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

18. **Miscellaneous.**

(A) Notices. Any notices under the agreement may be given by mail, personal delivery, fax or other electronic notification. We may use the most recent address (including e-mail or other electronic addresses) for you shown in our records. Any notice we send you will be effective when sent or we otherwise make the notice available to you through an online service. You must send any notices to us to your treasury management services sales officer. Any notice you send us is effective when we actually receive it.

(B) Severability. Any provision of the agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the agreement will remain in full force and effect.

(C) Binding Agreement/Benefit. The agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. The agreement is not for the benefit of any third party, and no third party has any right against either you or us under the agreement.

(D) Entire Agreement. The agreement is the complete and exclusive statement of the agreement between you and us with respect to the services. The agreement supersedes any prior written or oral agreements.

(E) Headings. The headings used in the agreement are for reference purposes only and should not be considered when interpreting the agreement.

(F) Assignment. You may not assign the agreement or any of your rights or duties under it to any third party without our prior written consent. We may assign the agreement to any of our affiliates or successors or to any other person or entity in connection with a sale of assets without obtaining your consent. In addition, we may delegate our duties under the agreement to third party vendors without giving you notice of, or obtaining your consent to, such delegation.

(G) Applicable Law and Jurisdiction. The agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the state in which your principal account with us is located. You consent to the exclusive jurisdiction and venue of any court located in that state.

(H) Attorneys Fees. The prevailing party in any proceeding arising out of or relating to the agreement is entitled to recover its attorney's fees and costs, in addition to any other remedy it maybe entitled to under applicable law.

(I) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(J) Remedies. The rights, powers, remedies and privileges provided for you in the agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the services and any failure by us to perform the services in accordance with the terms of the agreement. The rights, powers, remedies and privileges provided for us in the agreement are in addition to any rights, powers, remedies and privileges with respect to the services or any failure by you to comply with the terms of the agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(K) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(L) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the agreement arises, the agreement should be construed as if you and we both drafted the agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the agreement will apply.

(M) Financial Accommodation. You acknowledge that the agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the agreement as an executory contract.

(N) Financial Statements. You agree to provide us with financial statements and other financial information that we may reasonably request from time to time.

(O) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our implementation of your setup for any service (including the implementation/setup forms for that service) will be deemed correct and will control in the event of any dispute regarding your setup for that service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records.

(P) Authority for Other Entities. If you ask us to include accounts that belong to another person or entity in our implementation of your setup for the services, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of any service to the same extent as if you owned them, (b) each reference to “you” or “your” in the agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in our implementation of your setup for the services, (c) all of the terms and conditions set forth in the agreement will apply to the accounts as if you owned them, (d) each person who is authorized to act on your behalf with respect to a service is also authorized to act on your behalf to the same extent with respect to the accounts of each other person or entity whose accounts are included in our implementation of your setup for that service, and (e) you and each other person or entity whose accounts are included in our implementation of your setup for the services are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in our implementation of your setup for the services and you agree to notify us immediately if that authority is revoked or changed.

1. **Introduction.** This service schedule relates to the SunTrust Wholesale Lockbox or “WLB” service. Throughout this service schedule, SunTrust Bank is referred to as “we” or “us,” the treasury management services we offer are referred to as the “services,” our treasury management services master agreement is referred to as the “master agreement,” and the person or entity using the services is referred to as “you.”

2. **Description of the WLB Service.** The WLB service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding WLB’s functionality and certain formatting and other technical requirements that you must follow when using the WLB service are provided in the WLB reference materials as we update them from time to time.

3. (a) **Request for WLB Service.** By signing this service schedule, you are requesting that we allow you to use the WLB service with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the WLB service. Once we have included the identified account(s) in our implementation of your setup for the WLB service, we will send you an implementation notice containing the relevant account number(s) and corresponding lockbox number(s). We will also send you a copy of your initial lockbox operating instructions and will update those instructions from time to time based on information you give us. Once we send you a copy of the initial instructions, we will begin providing the WLB service for you with respect to the account(s) described in those instructions. Your use of the WLB service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.

(b) **Request for Image Services.** The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time.

By the authorized signer initialing next to one or more of the Image services, you are requesting that we provide:

_____ Image Browser - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search and Remitter Keying capabilities are also available as additional service selections. You must designate a security administrator responsible for setting up and maintaining your users’ access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. If you implement image archival services as part of your Image Browser service and your Image Browser service is later terminated, you authorize us to create a CD ROM of your archived data and mail it to you.

_____ Image CD ROM - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate a security administrator responsible for downloading the software used to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will assign a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM.

_____ Image Transmission file - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to “push” your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact.

You agree that the security procedures for each of the Image services you select are commercially reasonable.

4. **Processing of Deposits.** We will establish one or more post office boxes or “lockboxes” in your name as described in the implementation notice(s). On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as “items”) received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) **Endorsement.** We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant account. We will not be liable for any failure to endorse an item properly.

(b) **Forwarding Items.** If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(c) **Inspection of Items.** We will use good faith efforts to inspect items as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, then: (A) if the item is accompanied by an invoice and one of the amounts is consistent with the invoice amount, the item will be deposited for the invoice amount or (B) if (1) the item is accompanied by an invoice and neither of the amounts is consistent with the invoice amount or (2) the item is not accompanied by an invoice, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph.

(d) **Signature, Date or Disputed Items.** We will not inspect (i) any item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement.

(e) **Cash and Other Property.** We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

5. **Remittance Materials.** We will only return to you the original remittance materials (such as invoices, payment coupons, correspondence and the like) received in a lockbox if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within 10 days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missing image or if any image we capture is not legible.

6. **Affiliate Deposits.** If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in the signature block of this service schedule. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. **Return Items.** Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. **Termination.** If this service schedule or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of ninety days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct in writing. After that time, we will stamp all remittances "refused" and return them to the sender.

Signature. This service schedule has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this service schedule (and any other documents we may require with respect to the WLB service) on your behalf. This service schedule completely replaces any other lockbox service schedules you have given us in the past with respect to the WLB service.

Client Name	<u>PRINCE WILLIAM COUNTY</u>		
Authorized Signature	_____		
Print Name	<u>Christopher E. Martino</u>	Client Address	<u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>		<u>Prince William, VA 22192</u>
Telephone Number	<u>703-792-6700</u>		_____
Date	_____, 20		_____



ZERO BALANCE ACCOUNT SERVICE SCHEDULE

- 1. **Introduction.** This service schedule relates to the SunTrust Zero Balance Account or "ZBA" service. Throughout this service schedule, SunTrust Bank is referred to as "we" or "us," the treasury management services we offer are referred to as the "services," our treasury management services master agreement is referred to as the "master agreement," and the person or entity using the services is referred to as "you."
2. **Description of the ZBA Service.** The ZBA service allows you to manage your cash flow by aggregating debit and credit entries from one or more zero balance or "subsidiary" accounts to a master account on a daily basis.
3. **Request for the ZBA Service.** By signing this service schedule, you are requesting that we allow you to use the ZBA service with respect to the accounts that you identify on one or more exhibits to this service schedule. Once we have included an account in our implementation of your setup for the ZBA service, you may use the ZBA service with respect to that account. Your use of the ZBA service is subject to the terms and conditions set forth in the master agreement, this service schedule and the other documents described in the master agreement or this service schedule. By signing this service schedule, you acknowledge that you have received a copy of, and agree to be bound by, all of those terms and conditions.
4. **Daily Posting and Funding.** At the end of each banking day, we will transfer all debit and credit entries that were posted to a subsidiary account that banking day to the master account for that subsidiary account as identified on the relevant exhibit, so that each subsidiary account has a zero ledger balance (or the target ledger balance, if any, indicated for that subsidiary account on the relevant exhibit) at the end of each banking day. We will do this by posting to the relevant master account a single debit entry equal to the total amount of all checks, drafts, withdrawals and other debits (if any) in each subsidiary account, and a single credit entry equal to the total amount of all deposits, transfers and other credits (if any) in each subsidiary account or, at your option, we will post to the relevant master account a single entry equal to the net debit or credit activity in each subsidiary account. When we post these entries to a master account, we will also post offsetting entries to the relevant subsidiary account. You agree to maintain sufficient available balances at all times in each master account identified on the relevant exhibit to cover any debit activity (and any target ledger balances) of all subsidiary accounts funded by that master account as well as any debits presented directly against that master account. We are not obligated to pay checks, drafts, withdrawal requests or other debits presented against a master account or a subsidiary account unless there are sufficient available funds on deposit in the applicable master account. You agree that we may fund subsidiary account activity from the applicable master account identified on the relevant exhibit whether or not the ownership and/or authorized signors of the subsidiary account are the same as those for the master account.
5. **Super Master Accounts.** If you have identified a super master account on the relevant exhibit, any master account funded by the super master account will be treated as a subsidiary account of that super master account.
6. **Duration and Changing of Options.** Once we have received an exhibit from you and included the information from it in our implementation of your setup for the ZBA service, it remains in effect and we will post the total of all debits and the total of all credits (or, at your option, the net amount of all debits and credits) from each subsidiary account to the relevant master account in accordance with the selections you make on that exhibit until (a) this service schedule or the agreement is terminated or (b) you complete, sign and give us another exhibit that deletes from your previous selections and we have had a reasonable time to act on that exhibit before we receive the relevant debits or credits. Letters or other forms of communication will not be accepted. Each exhibit modifies your then-existing ZBA service options on an incremental basis, meaning that each ZBA service option you have previously selected remains in place unless you specifically change it on an exhibit.
7. **Termination of Service.** We may terminate the ZBA service immediately by giving you written notice of the termination. You may terminate the ZBA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Client Name Prince William County
Authorized Signature _____
Print Name Christopher E. Martino Client Address 1 County Complex Court (Mc455)
Print Title Finance Director Prince William, Va 22192
Telephone Number 703-792-6700
Date _____, 20 _____



EXHIBIT TO ZERO BALANCE ACCOUNT SERVICE SCHEDULE

This is an exhibit to the zero balance account or "ZBA" service schedule. Terms that are defined in the ZBA service schedule have the same meanings when used in this exhibit. By completing, signing and giving this exhibit to us, you are authorizing us to add to or delete from your existing ZBA service options as indicated in the following tables. Complete the appropriate table to add or delete a ZBA service selection. If you do not specify a target balance for a subsidiary account (or a master account for which there is a super master account), then the target balance for that account will be deemed to be zero.

Super Master Accounts:

Check "Add" or Delete" for each account	Account #	Account Title
<input type="checkbox"/> Add <input type="checkbox"/> Delete		

Master Accounts:

Check "Add" or Delete" for each account	Account #	Account Title	Zero or Target Balance Amount (if applicable)	Super Master Account (if applicable)
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	8013527	Prince William County	\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	

Subsidiary Accounts:

Check "Add" or Delete" for each account	Account #	Account Title	Zero or Target Balance Amount	Master Account
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	802840	Prince William County - County Expense	\$0	8013527
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	200805177	Prince William County - Schools Expense	\$0	8013527
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	202027988	Prince William County - Schools Payroll	\$0	8013527
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	202028003	Prince William County - County Payroll	\$0	8013527
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	703024450	Prince William County Food Service	\$300	8013527
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	
<input type="checkbox"/> Add <input type="checkbox"/> Delete			\$	

Signature. This exhibit has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this exhibit on your behalf. This exhibit supplements, but does not replace, any other ones you have given us in the past with respect to the ZBA service.

Client	<u>Prince William County</u>		
Authorized Signature	_____		
Print Name	<u>Christopher E. Martino</u>	Client Address	<u>1 County Complex Court (MC455)</u>
Print Title	<u>Finance Director</u>		<u>Prince William, Va 22192</u>
Telephone Number	<u>703-792-6700</u>		
Date	_____, 20 ____		