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Lisa C. Hayes

Senior Vice President

Middle Market Banking Group

May 17, 2022

Emory Roberts, CIA, CISA, CGAP, MBA
Director of Finance & Customer Service
City of Ocala
201 SE 3rd Street
Ocala, Florida 34471

RE: Modification and Extension of Agreement for Banking Services (FIN 200254) between
City of Ocala ("City") and Truist Bank ("Truist") dated September 14, 2021

Dear Mr. Roberts:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Pursuant to the terms of the Agreement for Banking Services noted above, Truist Bank ("Truist") is pleased to offer City of Ocala ("City") an extension of the Agreement for Banking Services to commence June 2022, for a forty-eight (48) month term through May 2026. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please reference the full RFP response or contact your Relationship Manager or Treasury Consultant.

Pro Forma 59513 will apply to the all Public Fund Analyzed Interest Checking accounts within:

- Group Account *4475: Combined Public Fund Analyzed Checking

Earnings Credit Rate (ECR): 50 basis points (bps)

Truist offers several deposit products that offer ECR. Truist's monthly account analysis processing system allows fees for account-related and treasury management services to be offset by an earnings credit allowance generated by an ECR. See Truist's Commercial Bank Services Agreement to obtain information about the ECR calculations and the crediting of ECR to the account. We are offering a fixed ECR of 50bps on the Public Fund Analyzed Interest Checking accounts within the Combined Analysis Group through May 2026, after which the ECR will be a managed rate and subject to change at any time at the Bank's discretion without notice, and may be a rate of zero. ECR for any other accounts will not be fixed and will be subject to change at any time at the Bank's discretion without notice.

Interest Rate (IR): As of May 17, 2022, 60 basis points (bps), as adjusted

The stated interest rates will apply only to the Public Fund Analyzed Interest Checking accounts within Group Account *4475. See Truist's Commercial Bank Services Agreement to obtain information about the interest calculations and the crediting of the interest to the account. We are offering an interest rate equal to 60% of the top end of the Fed Fund target range. As of March 17, 2022 the top range of Fed Funds target is 100 bps, therefore the effective rate would be 60 bps. This rate is offered through May 2026, after which the interest rate will be a managed rate and subject change at any time at the Bank's discretion without notice, and may be a rate of zero. During the committed term, interest rate changes will be effective the following month after a Fed Fund rate move; these changes will occur without notice.

The pricing detailed in the attached pro forma and glossary includes the service description and unit cost of the services. Estimated volumes may be included in this disclosure based on the information you have shared with Truist regarding expected account usage. Your Account Analysis statement will show the actual volumes and associated charges from use of the services, in addition to other charges for services utilized that may have been previously disclosed. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period. Account Analysis statements are available by mail or electronic delivery methods.

The Treasury Management Master Agreement is being updated to document the formal transition from SunTrust to Truist Bank.

Please sign below to confirm your acceptance of the extension.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Sincerely,



Lisa C. Hayes

Approval of City of Ocala



Ire Bethea, Sr.
City Council President

07 / 12 / 2022

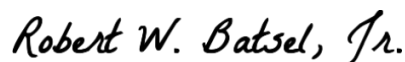
Date:

ATTEST:



Angel B. Jacobs, City Clerk

Approved as to form and legality:



Robert W. Batsel, Jr.
City Attorney

ATTACHMENT I

Pro Forma 59513

Truist Pro Forma Account Analysis Statement

Pro Forma ID: 59513
 Account Officer: UNASSIGNED
 Treasury Consultant: Roman, Maria

Effective 05/01/2022

CITY OF OCALA - CONTRACT# FIN/200254 Proforma

Group Account # *4475

Combined Analyzed Interest Checking - PF

Earnings Credit Summary

Average Ledger Balance	\$24,755,117.25		
Less: Average Float	\$305,397.40		
Average Collected Balance	\$24,449,719.85	Earnings Credit Rate	0.500 %
Average Negative Collected Balance	\$0.00	Earnings Credit Allowance	\$10,047.83
Average Positive Collected Balance	\$24,449,719.85	Less: Balance Based Charges	\$2,520.12
Less 0.00% Related Reserves	\$0.00		
Average Positive Balance Available	\$24,449,719.85	Total Analysis Based Charges	\$0.00
ADD: Explicit & Billed Separately			\$0.00
ADD: Independent Account Service Charges			\$0.00
Total Service Charges for Period			\$0.00

Interest Earnings Summary

Hybrid Solution

Average Positive Available Balance	\$24,449,719.85
Less: Bal Required for Analyzed Services	\$6,132,292.00
Average Positive Net Available Balance	\$18,317,427.85
Hybrid Interest Rate	0.600 %
Hybrid Estimated Interest Earned	\$9,033.25

Total Estimated Interest Earned for Period \$9,033.25

Net Client Benefit \$9,033.25

Service Code	Service Description	Volume	Unit Price	Total Price
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GENERAL BANKING SERVICES

21	MONTHLY ACCT MAINTENANCE FEE	7	\$10.000000	\$70.00
100	CREDITS POSTED	332	\$0.302958	\$100.57
110	ITEMS DEPOSITED - ON-US	9	\$0.100000	\$0.90
112	ITEMS DEPOSITED - IN STATE	19	\$0.100000	\$1.90
114	ITEMS DEPOSITED - OTHER	168	\$0.100000	\$16.80
117	REMOTE DEPOSIT ITEM - ON-US	1,534	\$0.080000	\$122.72

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119	REMOTE DEPOSIT ITEM - TRANSIT	7,600	\$0.080000	\$608.00
128	CHECKS PAID AND OTHER DEBITS	624	\$0.077429	\$48.31
135	TELEPHONE TRANSFER DEBIT	1	\$2.500000	\$2.50
139	TELEPHONE TRANSFER CREDIT	1	\$2.500000	\$2.50
385	COIN ORDER PER ROLL	41	\$0.400000	\$16.40
390	CURRENCY ORDER PER \$1	770	\$0.011232	\$8.65
395	COIN AND CURRENCY DEPOSITED	8,450	\$0.001750	\$14.79
1200	RDI SPECIAL HANDLING MAINT	1	\$0.000000	\$0.00
1205	RETURNED DEPOSITED ITEM FEE	7	\$5.000000	\$35.00
1235	DEP ITEMS RETURN - FAXED	7	\$0.500000	\$3.50
			Subtotal:	\$1,052.54
BALANCE RELATED SERVICES				
35	DEP ACCT USAGE RATE (PER \$100)	24,755,117	0.000000	\$0.00
			Subtotal:	\$0.00
VAULT SERVICES				
1400	VAULT MONTHLY MAINTENANCE	7	\$1.428571	\$10.00
1401	CASH VAULT DEPOSITS	255	\$0.450000	\$114.75
1405	VAULT CASH DEPOSITED PER DOLLAR	484,380	\$0.000300	\$145.31
1407	VAULT DEPOSIT CORRECTION	6	\$10.000000	\$60.00
1410	VAULT DEPOSIT ITEMS - ON-US	13	\$0.100000	\$1.30
1411	VAULT DEPOSIT ITEMS IN-STATE	110	\$0.100000	\$11.00
1412	VAULT DEP ITEMS - OTHER	72	\$0.100000	\$7.20
1415	VLT COIN DEPOSIT STANDARD BAG	2	\$0.000000	\$0.00
1417	VAULT COIN DEPOSIT SUB TO CNT	6	\$0.000000	\$0.00
			Subtotal:	\$349.56
SPEC COLLECTION SERVICES				
462	ICL MONTHLY MAINT FEE	1	\$0.000000	\$0.00
491	RDC MONTHLY MAINT PER SCANNER	4	\$15.000000	\$60.00
			Subtotal:	\$60.00
WIRE TRANSFER SERVICES				
2028	INCOMING DOMESTIC WIRE	5	\$5.000000	\$25.00
3585	TM DOMESTIC NON-REP WIRE	15	\$5.750000	\$86.25
			Subtotal:	\$111.25
ACH SERVICES				
105	ACH RECEIVED CREDIT	539	\$0.100000	\$53.90
134	ACH RECEIVED DEBIT	101	\$0.120000	\$12.12
530	ACH NOTIFICATION OF CHANGE	2	\$2.000000	\$4.00
538	ACH RETURN TRANSACTION	3	\$1.500000	\$4.50
540	DT/DLTY ACH MONTHLY MAINT	3	\$15.000000	\$45.00
545	ACH INPUT FILE RECEIVED/TRANS	16	\$5.000000	\$80.00

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553	TOTAL ACH ORIGINATED ITEMS	4,484	\$0.030000	\$134.52
1050	ACH AUTHORIZATION RECORD	1	\$0.000000	\$0.00
1051	ACH BLANKET BLOCK MAINTENANCE	1	\$10.000000	\$10.00
1052	ACH POSITIVE PAY MONTHLY MAINT	5	\$10.000000	\$50.00
			Subtotal:	\$394.04
EDI SERVICES				
1086	EDI MONTHLY MAINT RECEIVABLES	1	\$0.000000	\$0.00
1087	EDI TRANSACTION RECEIVABLES	627	\$0.000000	\$0.00
			Subtotal:	\$0.00
RECONCILIATION SERVICES				
332	PARTIAL RECON MAINT PAPER	1	\$0.000000	\$0.00
334	PARTIAL RECON - ITEM	549	\$0.000000	\$0.00
			Subtotal:	\$0.00
POSPAY/REVERSE POS PAY				
165	CHECK BLOCK	1	\$25.000000	\$25.00
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	2	\$6.000000	\$12.00
4140	POSITIVE PAY - MAINTENANCE	4	\$25.000000	\$100.00
4141	CONTROL/POSITIVE PAY - ITEMS	15	\$0.030000	\$0.45
4145	CTRL/POS PAY WITH RECON ITEM	549	\$0.000000	\$0.00
4211	CPR/POSPAY/PAYEE D/T CLNT/FILE	1	\$0.000000	\$0.00
4232	CPR POS PAY W RECON - MAINT	1	\$0.000000	\$0.00
			Subtotal:	\$137.45
INFORMATION SERVICES				
3016	CONTROLLED DISB MAINT	1	\$0.000000	\$0.00
			Subtotal:	\$0.00
ONLINE COURIER SERVICES				
3959	OLC CASH POSITION REPORT	1	\$0.000000	\$0.00
3962	OLC ANALYSIS STATEMENT	6	\$0.000000	\$0.00
3973	OLC ACH RETURNS REPORT	11	\$2.000000	\$22.00
3974	OLC ACH FRAUD CTRL REJECT RPT	2	\$0.000000	\$0.00
3978	OLC ACH-EDI CSV REPORT	21	\$0.500000	\$10.50
			Subtotal:	\$32.50
TREASURY MANAGER				
3551	TM/OLC MAINTENANCE FEE	1	\$10.000000	\$10.00
3552	TM/OLC PRIOR DAY SERV/MONTH	1	\$15.000000	\$15.00
3553	TM/OLC PRIOR DAY/ACCOUNT	8	\$7.000000	\$56.00
3554	TM/OLC PRIOR DAY/DETAIL ITEM	3,539	\$0.030000	\$106.17
3555	TM/OLC CURRENT DAY SERV/MONTH	1	\$15.000000	\$15.00
3556	TM/OLC CURRENT DAY/ACCOUNT	8	\$7.000000	\$56.00

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3557	TM/OLC CURRENT DAY/DETAIL ITEM	1,437	\$0.030000	\$43.11
3559	TM/OLC ACH-EDI REPORT	21	\$0.500000	\$10.50
3560	TM/OLC CAR REPORT	12	\$0.500000	\$6.00
3561	TM/OLC RETURN ITEM REPORT	6	\$0.500000	\$3.00
3562	TM/OLC CPR REPORT(S)	21	\$0.500000	\$10.50
3565	TM ACH MONTHLY MAINTENANCE	1	\$10.000000	\$10.00
3566	TM ACCOUNT TRANSFER	1	\$1.500000	\$1.50
3568	TM WIRE TRANSFER SERVICE/MONTH	1	\$10.000000	\$10.00

Subtotal: \$352.78

CASH MANAGEMENT SERVICES

850	ZBA MASTER ACCOUNT MAINTENANCE	1	\$20.000000	\$20.00
851	ZBA SUB ACCOUNT MAINTENANCE	1	\$10.000000	\$10.00

Subtotal: \$30.00

Total Charges: \$2,520.12
\$0.00

Total Balance Based Charges: \$2,520.12

No Charge & Allowable Services *(not included in balance based charge total)*

	Service Description	Volume	Unit Price	Total Price
604	ADDL ACCOUNT RESEARCH - WAIVE	1 N	CUSTOM	\$5.83
Total for No Charge & Allowable Services:				\$5.83

Additional Potential Fees

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

Service Code	Service Description	Unit Price
GENERAL BANKING SERVICES		
32	PRIOR DAY OD ITEM FEE - DEP	\$36.000000
111	MOBILE ITEM DEPOSITED - ON-US	\$0.150000
113	MOBILE ITEM DEPOSITED-IN-STATE	\$0.150000
115	MOBILE ITEM DEPOSITED - OTHER	\$0.150000
127	STOP PAYMENT ORDER - DEPOSIT	\$0.000000
132	CONTROLLED DISB - CHECKS PAID	\$0.220000
144	OVERDRAFT ITEM FEE - DEPOSIT	\$36.000000
170	HSA FEES - EMPLOYER PAID	\$0.000000
371	CHECK FEES	\$0.000000
429	ADD FEE PER ENHNCD CHECK IMAGE	\$0.060000
599	COURIER FEES	\$0.000000

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605	ADDITIONAL ACCOUNT RESEARCH	\$0.000000
726	SPECIAL HANDLING SERVICE	\$0.000000

RECONCILIATION SERVICES

316	CHECK IMAGE TRANS-MAINT	\$0.000000
317	CK IMAGE TRNS-MAINT ADDTL ACCT	\$0.000000
318	CHECK IMAGE TRANS-PER ITEM	\$0.000000
319	CK IMAGE-DATA TRANSMISSION	\$0.000000
331	CD-ROM MAINTENANCE	\$0.000000
333	CD-ROM ITEMS	\$0.000000
335	CD-ROM DISC	\$0.000000
336	FULL RECON MAINT ELECTRONIC	\$0.000000
337	CD-ROM DUPLICATE DISC	\$0.000000
338	PARTIAL RECON MAINT ELECTRONIC	\$0.000000
340	FULL RECON MAINT PAPER	\$0.000000
341	CD-ROM ADDITIONAL ACCT FEE	\$0.000000
342	FULL RECON - ITEM	\$0.000000
344	DEPOSIT RECON MAINTENANCE	\$0.000000
346	DEPOSIT RECON - ITEM	\$0.000000
352	CD-ROM MULTI-CYCLE	\$0.000000
357	MULTIPLE CYCLE CD-ROM ITEMS	\$0.000000
3329	DLTY POSITIVE PAY IMAGE	\$0.000000
3330	REVERSE POS PAY MAINTENANCE	\$0.000000
3331	REVERSE POS PAY - ITEM	\$0.000000
3334	DLTY REV POS PAY - IMAGE	\$0.000000
3339	DLTY PAYEE POS PAY - IMAGE	\$0.000000
4214	RECON/POS PAY SPECIAL HANDLING	\$0.000000

SPEC COLLECTION SERVICES

433	ONSITE DEPOSIT-ESSENT ITEMS	\$0.000000
434	ONSITE DEP-ESSENT ITEMS OVER	\$0.000000
436	ONSITE DEPOSIT-PREMIUM MO MAIN	\$0.000000
441	REMOTE DEPOSIT MONTHLY MAINT	\$0.000000
442	REMOTE DEPOSIT IMAGE CAPTURED	\$0.000000
450	REMOTE DEP REMIT-FILE DOWNLOAD	\$0.000000
451	REMOTE DEP REMIT-COUPONS	\$0.000000
455	REMOTE DEP FILE-IMPLEMENT STND	\$0.000000
457	REMOTE DEP FILE-DOWNLOAD	\$0.000000
459	ICL UNQUALIFIED ON-US ITEMS	\$0.000000
460	ICL UNQUALIFIED TRANSIT ITEMS	\$0.000000
461	ICL SETUP FEE	\$0.000000
464	ICL QUALIFIED ON-US ITEMS	\$0.040000
465	ICL QUALIFIED TRANSIT ITEMS	\$0.060000
471	ICL TRANSMISSION - PER TRANS	\$0.000000
472	ONSITE DEPOSIT-ESSENTIALS IMPL	\$0.000000

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473	ONSITE DEPOSIT-PREMIUM IMPL	\$0.000000
475	ONSITE DEPOSIT-LOW VOL MONTHLY	\$0.000000
476	ONSITE DEPOSIT-LOW VOL ITEMS	\$0.000000
477	ONSITE DEP-LOW VOL ITEMS OVER	\$0.000000
480	ONSITE DEPOSIT-PACKAGE MONTHLY	\$0.000000
481	ONSITE DEPOSIT-PACKAGE ITEMS	\$0.000000
482	ONSITE DEP-PACKAGE ITEMS OVER	\$0.000000
486	ONSITE DEPOSIT SCANNER FEE-SIN	\$0.000000
487	ONSITE DEPOSIT SCANNER FEE-MUL	\$0.000000
490	RDC IMPLEMENTATION	\$0.000000
492	RDC - REMITTANCE COUPON	\$0.000000
493	RDC - CUSTOMIZED FIELDS	\$0.000000
495	RDC - POSTING FILE	\$0.000000
497	RDC LITE IMPLEMENTATION	\$0.000000

ACH SERVICES

528	ACH RETURN FILE SET UP	\$0.000000
529	ACH RETURN FILE MONTHLY MAINT	\$0.000000
532	ACH RETURN NOC-FAX/EMAIL/ONL	\$0.000000
533	ACH RE-PRESENTMENT	\$0.000000
534	ACH ACTIVITY REPORT	\$0.000000
535	ACH UNAUTHORIZED RETURNS	\$0.000000
541	ACH INPUT FILE RECEIVED/VENDOR	\$0.000000
542	DLTY ACH MONTHLY MAINT PREMIUM	\$0.000000
552	ACH TRANSMISSION SET UP	\$0.000000
554	ACH ORIGINATED ADDENDA RECORD	\$0.000000
557	ACH FILE DATA TRANS TO CLIENT	\$0.000000
558	PREFUNDED ACH UNAVAIL BALANCE	\$0.000000
1055	UPIC MONTHLY MAINTENANCE	\$0.000000
1185	IAT ORIG TRANS	\$0.000000
1186	IAT RETURN TRANSACTIONS	\$0.000000
3314	DLTY ACH BATCH	\$0.000000
3315	DLTY ACH ORIG TRANS BUSBANKING	\$0.000000
3316	SAME DAY ACH ORIG TRANSACTION	\$0.000000
3318	DLTY SDA ORIG TRANS BUSBANKING	\$0.000000
3319	TM ACH FILE UPLOAD	\$0.000000
3320	TM ACH BATCH PROCESSING FEE	\$0.000000

CASH MANAGEMENT SERVICES

780	FLOOR PLAN EQUITY SWEEP MAINT	\$0.000000
797	SMART SWEEP	\$0.000000
852	ZBA PLUS MASTER ACCOUNT MAINT	\$20.000000
853	ZBA PLUS SUB ACCOUNT MAINT	\$10.000000
854	ZBA PLUS REPORTING	\$0.000000
860	SUB ACCOUNT SERVICE - MASTER	\$0.000000

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861	SUB ACCOUNT SERVICE - SUB	\$0.000000
864	ZBA CUSTOM REPORTING	\$0.000000
865	SUB ACCOUNT INDIVIDUAL REPORT	\$0.000000

EDI SERVICES

1083	EDI PROGRAMMING	\$0.000000
1085	EDI IMPLEMENTATION RECEIVABLES	\$0.000000
1090	CHECK PRINTING FEE	\$0.000000
1091	CHECK ADDITIONAL PAGES	\$0.000000
1092	CHECK POSTAGE FREIGHT	\$0.000000
1093	CHECK PULLS	\$0.000000
1094	CHECK BATCH-BUNDLE	\$0.000000
1096	CHECK ADDITIONAL INSERT	\$0.000000
1106	EDI DATA TRANSMISSION VIA VAN	\$0.000000
1301	EDI REPORTING IMP FEE	\$0.000000
1302	EDI REPORTING MAINTENANCE	\$5.000000
1303	EDI REPORTING PER ITEM FEE	\$0.000000
1330	EDI IMPLEMENTATION CHECK ISSUE	\$0.000000
1331	EDI MONTHLY MAINT CHECK ISSUE	\$0.000000
1332	EDI TRANSACTION CHECK ISSUE	\$0.000000
1335	EDI IMPLEMENT REASSOCIATION	\$0.000000
1336	EDI MONTHLY MAIN REASSOCIATION	\$0.000000
1337	EDI TRANSACTION REASSOCIATION	\$0.000000
1340	EDI IMPLEMENTATION RETURNS	\$0.000000
1341	EDI MONTHLY MAINT RETURNS	\$0.000000
1342	EDI TRANSACTION RETURNS	\$0.000000
1371	CUSTOM FILE MAP IMP-PAYABLES	\$0.000000
1372	CONSOL PAY RECON FILE-MAINT	\$0.000000
1561	CUSTOM FILE MAP IMP-RECEIVABLE	\$0.000000

VAULT SERVICES

1404	VAULT DEP ENVELOPE PROCESSING	\$0.000000
1408	VAULT SMARTSAFE DEP CREDIT	\$0.000000
1416	VLT COIN DEPOSIT NON-STND BAG	\$3.000000
1420	VAULT CHG ORDR STANDARD	\$0.000000
1421	VAULT CHG ORDR NONSTANDARD	\$0.000000
1422	VAULT CHG ORDR LATE	\$0.000000
1425	VAULT CURRENCY ORDERED	\$0.000000
1427	VAULT ROLLED COIN ORDER	\$0.000000
1428	VAULT BOX COIN ORDER	\$0.000000
1429	VAULT ACCELERATED CASH CREDIT	\$0.000000
1433	VLT IFS DTS SUPPORT - DEPOSITS	\$0.000000
1434	VLT IFS DTS SUPPORT - ORDERS	\$0.000000

WIRE TRANSFER SERVICES

2030	BOOK TRANSFER CREDIT	\$0.000000
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2060	INCOMING BATCH BOOK TRANSFER	\$0.000000
2298	BOOK TRANSFER DEBIT	\$0.000000
2319	STANDING ORDER BOOK TRANSFER	\$0.000000
2379	DRAWDOWN WIRE	\$0.000000
2450	MWL TREASURY MAINT FEE	\$0.000000
2460	BATCH DOMESTIC WIRE	\$0.000000
2462	OUTGOING BATCH BOOK TRANSFER	\$0.000000
2470	BATCH DOMESTIC WIRE - MWL	\$0.000000
2502	WIRE ADVICE - PHONE	\$0.000000
2506	WIRE ADVICE - SWIFT	\$0.000000
2514	WIRE ADVICE - U.S. MAIL	\$0.000000
2522	WIRE ADVICE - EMAIL	\$0.000000
3584	TM DOMESTIC REPETITIVE WIRE	\$0.000000
3586	TM BOOK TRANSFER REPETITIVE	\$0.000000
3587	TM BOOK TRANSFER NON-REP	\$0.000000
3588	TM WIRE DRAWDOWN REQUEST	\$0.000000

TREASURY MANAGER

3550	TM IMPLEMENTATION FEE	\$0.000000
3564	TM ONLINE STOP PAYMENT	\$0.000000
3576	TM REVERSE POS PAY MAINTENANCE	\$0.000000
3577	TM REVERSE POS PAY ITEM	\$0.000000

ONLINE COURIER SERVICES

3957	OLC IMPLEMENTATION FEE	\$0.000000
3961	OLC DDA STATEMENT	\$0.000000
3963	OLC SIG ADV STATEMENT	\$0.000000
3964	OLC BUS SWEEP REPORT SERVICE	\$0.000000
3969	OLC ACH-EDI PRIOR DAY REPORT	\$0.000000
3971	SUNRISE RPT SUMMARY & DETAIL	\$0.000000
3975	OLC ICL IMAGE QUALITY ADJ RPT	\$0.000000
3979	OLC CPR PAID REPORT	\$0.000000
3980	OLC CPR UNPAID REPORT	\$0.000000
3981	OLC ARP REPORT	\$0.000000
3982	OLC POSITIVE PAY FILE UPLOAD	\$0.000000
3986	OLC WIRE TRAN EMAIL ADVICE	\$0.000000
3987	OLC WIRE TRANSFER FAX ADVICE	\$0.000000
3991	ACH TRANS FILE - MAINTENANCE	\$0.000000
3992	ACH TRANSACTION DETAIL FILE	\$0.000000

POSPAY/REVERSE POS PAY

4110	PD REV POSPAY FILE	\$0.000000
4120	CD REV POSPAY FILE	\$0.000000
4132	CPR/POSPAY/PAYEE D/T BANK/FILE	\$0.000000
4144	POSITIVE PAY WITH RECON MAINT	\$0.000000
4161	CPR/PAYEE POSITIVE PAY - ITEMS	\$0.030000

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4164	PAYEE POS PAY W RECON - MAINT	\$0.000000
4165	CPR/PAYEE POS W RECON ITEMS	\$0.000000
4230	CPR POS PAY - MAINT	\$0.000000
4240	CPR PAYEE POS PAY - MAINT	\$0.000000
4242	CPR PAYEE POSPAY W RECON-MAINT	\$50.000000

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ATTACHMENT II

Agreement for Banking Services – September 14, 2021

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into this 14th day of September 2021, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TRUIST BANK**, a Florida registered, foreign North Carolina corporation (EIN: 56-1074313) with offices at 200 West Forsyth Street, Jacksonville, Florida 32202 ("Truist" or "Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Negotiate on April 23, 2020, for ITN# **FIN/200254: Turn-key Banking Services**.

Truist responded ("Truist Proposal") and was the highest ranked of the four (4) responding firms scored by a City evaluation committee. Truist was subsequently selected as the intended awardee for banking services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **Services.** Vendor will provide controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking services for the City as described, and pursuant to the scope of service set forth on the attached Exhibit A - Scope of Service, supplemented by Exhibit B – SunTrust now Truist Treasury Management Master Agreement, and further within this agreement.

2. **Compensation.**

City shall pay Vendor for the performance of the banking services, and in accordance with the contract documents based on the pricing set forth in Exhibit C – Contact Price List and Service Glossary

The price list attached to this Agreement is based on estimated volumes and services, and pricing listed is offered for the Initial term as defined in Section 4 below. Account Analysis pricing is billed monthly, so this pricing will be applicable for the months September 2021 through May 2022. Pricing for any renewal periods shall be subject to

agreement of the parties. Fees for services not listed on the price list will be charged at the Bank's standard price unless otherwise negotiated, and changes to services, line items or billing methodology may impact pricing.

We are offering this pricing through June 1, 2022 but note there may be changes related to the combination of BB&T and SunTrust into Truist that will take place in February 2022. While we work to limit fee increases due to changes to products or billing methodology, total fees may go up or down as a result of the changes and line item descriptions may change.

On or about March 1, 2022, Truist is willing to perform a pricing and product review at the request of the City. Should any previously agreed upon pricing increase as a result of merger related activities, Truist will make an effort to exception price the related pricing increase to pricing associated with the date of this Agreement and related Treasury Management Agreement. Any and all related exception pricing must be mutually agreed upon by both parties.

3. **Earned Interest.** For the Initial Term, the City will receive an earnings credit rate (ECR) of .30% applied to the compensating balance. For balances in excess of what is required to offset service fees, the City will receive interest of .10% for the Initial Term. The Earnings Credit and interest rates are managed which means they are not time bound commitments and they can increase or decrease after the Initial Term at Truist's discretion without prior notice. All funds on deposit in these accounts are fully collateralized in compliance with Florida Statute Chapter 280. Truist does not charge FDIC insurance on any type of Public Funds account at this time.
4. **Term.** The term of this Agreement shall commence on September 14, 2021 and shall end June 1, 2022 ("Initial Term"). This Agreement may be renewed for additional terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.
5. **Value Added Benefit.** As an added benefit, Truist will offer all City employees a financial wellness program with budget apps, counseling services, learning tools and materials, instructor led training. Truist Momentum is a comprehensive financial services program that provides employees access to a variety of free and discounted banking services.

6. **Independent Contractor Status.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

7. **Indemnity.** Subject to Vendor's limits of liability set forth in the Treasury Management Master Agreement, Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

8. **Errors and Omissions.** The Vendor will maintain Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$5,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".

9. **Employee Dishonesty/Fidelity Bond, Inside Money and Securities Coverage.** Vendor shall obtain, at Vendor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the vendor. Coverage limits shall not be less than \$5,000,000.

10. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventure or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.

11. **Municipal Advisor.** Any investment services are provided subject to separate contract requirements and are not addressed by this Agreement. Neither Truist Bank nor Truist

Securities is a registered "municipal advisor" within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 (as amended, the "Municipal Advisor Rule"). Unless City notifies Vendor in writing to the contrary, City must represent at all times under this agreement for the services requested in ITN# FIN/200254, or that City may request in the future that, for the purposes of the Municipal Advisor Rule, none of the funds held or to be held in any deposit account(s) that City may seek to invest in any sweep investment, or with respect to which City may seek investment services, constitute (i) "proceeds of municipal securities" or (ii) "municipal escrow investments" (each as defined in the Municipal Advisor Rule) and City covenants and agrees that if such funds are "proceeds of municipal securities" or "municipal escrow investments" or become comingled with "proceeds of municipal securities" or "municipal escrow investments", City will notify Bank in writing and City shall not seek to invest such funds in any sweep investment or seek investment advice from either Truist or Truist Securities with respect to any such funds, without providing prior written notice. City acknowledges and agrees that Truist will rely on this representation and that one of the City's knowledgeable officials with access to the appropriate information, or that has direct knowledge of the source of the funds in the deposit account(s), will review and approve any such representation.

12. **Termination.** The City may terminate this Agreement for any reason by giving written notification thereof to the Vendor at least sixty (60) days in advance of termination. Vendor may terminate this Agreement by giving written notification thereof to the City at least ninety (90) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
13. **Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
 - A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Vendor fails to complete the work required within the time stipulated in the Agreement; and

C. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

14. **Remedies/Opportunity to Cure.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination, subject to the limits of liability set forth in the Treasury Management Master Agreement. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City.

15. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

17. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld. This provision shall not apply to any merger of Truist with another financial institution, or purchase of Truist by another financial institution. The City shall have the option to terminate this Agreement upon such assignment.

18. **Non-Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

19. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

20. **Non-Discriminatory Employment Practices.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **Public Entity Crimes.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

22. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Truist Bank
Tim Hamilton, Senior Vice President
Relationship Manager
200 West Forsyth Street,
Jacksonville, Florida 32202
Phone: 904-361-5279
Email: Tim.Hamilton@truist.com

If to City of Ocala:

Tiffany Kimball
Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert Batsel
Gilligan, Gooding, Batsel & Anderson P.A.
Attorneys at Law
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

23. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
24. **Disputes.** In case of any doubt or difference of opinion as to the items to be furnished hereunder; the decision of the City shall be final and binding on both parties. Truist also reserves its right to pursue other dispute resolution alternatives, including, without limitation, any action in any appropriate court or before an arbitrator.
25. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
26. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

27. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
28. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
29. **Mutuality of Negotiation.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
30. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. Amendments to the Treasury Management Master Agreement will be in accordance with the amendment provisions therein.
31. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
33. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other

than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

34. **Electronic Signature(s).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the **same** as an original, signed copy of this original agreement for all purposes.

35. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

36. **Contract Documents.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Scope of Service (A-1 through A-7)

Exhibit B: Treasury Management Master Agreement (B-1 through B-2)

Exhibit C: Contract Price List and Service Glossary (C-1 through C-8)

Exhibit D: Treasury Management Terms and Conditions (D-1 through D-97)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Justin Grabelle
President, Ocala City Council

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

TRUIST BANK

By: Tim Hamilton
(Printed Name)

Title: SVP

Exhibit A - Scope of Service

The scope of services includes, but is not limited to, controlled disbursements/account reconciliation (including positive pay or similar service), depository services, retail lockbox, wire transfers, automated clearing house (ACH) transfers, electronic data interchange (EDI), information reporting, and electronic banking. This scope identifies the current level of service the City desires to maintain. The bank must provide daily reporting for all transactions with a web-based online treasury management system to download daily balance detail transactions for each account. The Bank's responses to the Scope of Services, Exhibit A, included within the Truist Proposal are also incorporated by herein, including clarifying information with respect to how the services will be provided and certain modifications or clarifications to the requirements below.

A. Account Information

The City currently has six (6) different accounts with unique identifiers:

- 1) **Master Account** - This account will be used to concentrate the daily cash balances of the various accounts of the City and will be a positive pay interest-bearing account. ACH/Wire transactions shall be posted to this account. The City currently has six (6) geographic locations and the banking institution must provide a unique identifier for each location. There will be no charge for transfers between accounts.
- 2) **Controlled Disbursement Account** - All Accounts Payable and payroll checks will be drawn and cleared through this account. Transfers are made daily from the master account based on the amount of checks presented for payment. The daily balance for this account is zero.
- 3) **Retirement Accounts** - The City maintains three separate accounts for General Employees, Firefighters, and Police Officers retirement funds. These accounts will be interest-bearing and include services for deposits, paid checks, ACH/Wire origination, Tax origination, and positive pay.
- 4) **Grant Account** - This is a non-interest-bearing account used exclusively for USDA grant reimbursements.

To provide the most benefit for balances maintained in your accounts, we recommend the City's accounts continue to be tied for analysis purposes. Any form of deposit, paper or electronic, will continue to be accepted into your accounts and accessible in detail and imaged through SunView Treasury Manager.

From a disbursement perspective, the City's Controlled Disbursement Accounts (CDA's) will remain linked to your master account by using a Zero Balance Account structure. The master account is the main account for incoming funds and we will consolidate all available funds into the master account. Additionally, your CDA accounts will continue to benefit from our Controlled Payment Reconciliation (CPR) service. This blended solution is unique to the Bank and is comprised of Controlled Disbursement, Positive Pay and Full Account Reconciliation.

The Bank will continue to automatically re-present returned check items twice before returning. Full pricing details can be found in your price list in Exhibit C.

B. Treasury Management System

The bank shall provide a secure web-based solution which will allow the City on-line access to all City bank accounts. The system will enable the city user to communicate with the bank, download and archive information, provide daily reporting, execute on-line stop payments orders, perform internal and external wire transfers, and access detailed ACH information.

SunView Treasury Manager: SunView Treasury Manager is an internet-based delivery method which allows the City to connect to Bank accounts via the internet. The only software you ever need to install or upgrade is your web browser. Internet-based access enables multiple authorized users to access the system simultaneously from any location and can be accessed 24 hours a day, seven days a week at your convenience.

- Access banking information
- Manage stop payments
- Monitor disbursement activity
- Mitigate the risk of fraud
- Initiate ACH, wires, or account/book transfers
- Deposit images are archived for (7) years for on-us items and (5) years for transit items
- Obtain company transaction history dating back (18) months.

Online Courier (OLC): Automates delivery of your banking information. This service allows multiple delivery methods such as:

- Internet using a Java®-based program to securely deliver information automatically
- FTP – using your own FTP software, or having Online Courier deliver files and reports to your FTP server

- Email containing encrypted, password-protected attachments in PDF format
- SMS text message to a mobile or tablet device
- Fax delivery

SunView Portal

Our goal is for continual investment in technology solutions to drive efficiency while meeting clients' ever-changing needs. SunView Portal, a digital platform we are currently developing, can provide the City with a single sign-on access to four core digital solutions once launched: SunView Treasury Manager, Online Courier, ACH Fraud Control, and Online Check Deposit with balances and transaction details when you subscribe to current day/prior day information reporting in SunView Treasury Manager, and statements for deposit accounts and Commercial Card.

As a pilot participant, the City will realize the benefits of SunView before they are commercially available and you will have the opportunity to provide ongoing feedback that will guide the future evolution of the platform.

Key benefits:

- Single sign-on access to enabled services
- Convenient links to other treasury banking services
- Dashboard presentation of entitled account information

As part of our long-term technology plan, SunView will continue to evolve, enabling additional single sign-on services, introducing mobile access and offering enhanced self-service options as we focus on transforming your banking experience and rapidly adjusting to the changing banking environment.

C. Account Statements and Reconciliation

The Bank can provide account analysis statements and information through Online Courier. Electronic account analysis statements are delivered on the 7th business day.

As part of the Bank's unique Controlled Payment Reconciliation (CPR) solution, the City will continue to receive Full Account Reconciliation services.

After the payee deposits the check, the depositing bank routes it to us for payment. Upon receipt, the Bank posts the payment to the City's account. Full Account Reconciliation generates the reconciliation by matching and balancing the checks posted to the account against the check issue files previously sent to the Bank. Note that outstanding checks are carried forward from one statement period to the next, until they are paid. The Bank then delivers "paid" and outstanding" data back to the City in either a hard copy report or as an electronic format for each statement period. The statement cutoff date determines reconciliation frequency. It is the City's choice whether that is weekly, bi-weekly or monthly.

Full reconciliation reports, along with bank statements and checks, are mailed within seven business days from the date the issue file is received. Online images of paid checks (front and back) can be retrieved within seconds through SunView Treasury Manager. The Bank provides detailed information on check disbursements, including the following reports to be used in the management and control of disbursement activity:

- Paid Only Report
- Unpaid Only Report
- Consolidated Report
- Recap of Posted Items
- Diagnostic Summary Report
- Outstanding Settlement Report
- Miscellaneous Debit and Miscellaneous Credit Reports
- Settlement Sheet

If the City decides to move to the new SunView Portal, the City will have controlled access to deposit account statements, balances and transaction details through the SunView Portal.

D. Wire Transfers

Outgoing wire transfers may be initiated over SunView Treasury Manager or by a telephone call. For each method, the last step before release of a wire is the check for available funds by the automated account balance monitor in the wire transfer system. If sufficient funds are available, the outgoing wire transfer is released to the Federal Reserve and a hold in the amount of the wire is automatically placed on the funds in the account.

SunView Treasury Manager

Our premier wire initiation service in SunView Treasury Manager is a password-protected, fully encrypted method for initiating wires and viewing wire activity. SunView Treasury Manager enables you to initiate domestic and international wires, establish repetitive wires, initiate recurring instructions and view activity for the current day, or as far back as 18 months. Because this secure product is internet-based, authorized personnel can access it from any web-enabled location.

Upon signing on to SunView Treasury Manager and selecting the Wire Transfer service, a wire can be entered by selecting specific accounts or by selecting a pre-defined wire template. After the information has been entered and reviewed, the wire is approved for release based on the combination of approval parameters, which the City will have established on the applicable Schedule(s) to the Funds Transfer Agreement, and the authority levels for each user, which your Security Administrator(s) will set up in SunView Treasury Manager based on your security policies.

The Bank requires the holder of a wire PIN to enter his/her PIN either at wire entry or wire approval, depending on the configuration of the user's authority level. PIN entry is required prior to the release of the wire instruction into the Bank's processing system. SunView Treasury Manager allows separate and distinct authorities for input, approval and release functions by one or a combination of up to three users.

Telephone/Voice

The City can also continue to call the toll-free number for Wire Operations to initiate your wire transfer requests. As described in the paragraph above, the City specifies which individuals are authorized to initiate transactions by type (repetitive vs. non repetitive), or by account, and establish maximum dollar limits per wire. A caller must provide a PIN number in order to request the release of a wire.

For security, callback verification will be placed on all Telephone-initiated, non-repetitive payments.

The Bank requires different transfer agreements for different wire initiation channels. Our Treasury Management Terms and Conditions contain the general terms and conditions that govern the use of all of the treasury management services, as well as the specific terms and conditions for each service.

E. Positive Pay and Controlled Reconciliation

The City can continue to utilize our Controlled Payment Reconciliation (CPR) service on accounts that issue checks and our basic Positive Pay service on accounts where the City shouldn't have any check issuance. The basic Positive Pay option essentially serves as a type of check block so no checks are ever cleared from these non-disbursement accounts.

Our Controlled Payment Reconciliation (CPR) service provides the City with:

- Advanced check fraud protection with daily notification of paid-not-issued items **before** they post to your account
- **23 hours to make pay/return decision on exception items which is unique to our Bank**
- Controlled disbursement reporting
- A paid item file for automated reconciliation
- Payee Name Verification (optional)

In addition to protecting the City's accounts from fraudulent checks that are cleared at other financial institutions, CPR is also effective at preventing fraudulent checks from being presented at the Bank's branch locations. That is because the teller system is updated 10 times a day with issue information as it is received throughout the day. If a check is presented that is inconsistent with your check issue file, our teller phones your designated representative for payment and handling instructions. If your representative is not available to verify the item, then it will not be cashed.

Controlled Payment offers an additional service called Payee Name Verification that the City does not currently utilize, but we recommend. In addition to verifying the check number and amount, this optional service feature uses optical character recognition technology to verify the payee name on the check. If the payee name is inconsistent with the information contained in your check issue file, the check is identified as suspect and made available to you for your review.

F. Electronic Funds Transfer and Direct Deposit

The City produces vendor payments on a weekly basis through electronic fund transfers (EFT) or pre-numbered MICR encoded checks. Currently, City employees receive biweekly pay through mandatory direct deposit system. The data necessary to execute the direct deposit will be transmitted to the bank, typically, no later than the close of business on Wednesday of each pay week. This requirement will change for holidays and office closings. The bank shall process the

transfers, so the funds are available to the employees by Friday morning. City Direct Deposit recipients should have access to their funds by opening of business on the settlement date (i.e., payment due date). Truist also offers Sunday night processing.

The Bank has the ability to process your vendor and other ACH origination files in any of the following methods:

Managed File Transfer (MFT) – For large volumes, we recommend the City continue to use Managed File Transfer (MFT), our premier transmission service. MFT includes transmission through Internet (HTTPS) or secure FTP. For example, clients use this method for debiting consumers for repetitive payments, large payroll files, and concentrating cash.

SunView Treasury Manager Pass-Thru – Our ACH Pass-Thru service enables clients to import and send NACHA-formatted ACH files created outside of SunView Treasury Manager.

SunView Treasury Manager Batch ACH Origination – A Web-based method of transmitting smaller applications, such as expense reimbursements, state and federal tax payments, and vendor payables batches created within SunView Treasury Manager. Most clients implement both this service for smaller files and one of the above methods for larger files.

The cut-off time for next-day settlement of ACH transactions through most processing methods is 8:00 p.m. ET. Using this schedule, transactions will post to the receiver's account by end of day on the effective date.

The Bank also offers Same-Day ACH transmission abilities, for which the deadline for receipt of a same-day settlement file is 1:00 pm ET, even though we strongly recommend sending files by our first deadline which is 11:30 am ET. We also offer weekend processing, which means we can accept and release files on Sunday night. Please refer to the table below for cutoff times.

Client Input Method	Cutoff Time (All time are ET)	
	Next Day ACH Processing	Same Day ACH Processing
Treasury Manager	8:00 p.m. M – F	1:00 p.m. M - F
Managed File Transfer	8:00 p.m. M – F	1:00 p.m. M - F
Weekend Processing	6:30 p.m. Sunday	N/A

G. ACH Bill Pay Processing

The Bank will continue to provide ACH Debit Origination services. Pre-authorized Debit allows the City to use the Automated Clearing House (ACH) to transfer funds electronically from your customers' account to yours. Whenever a payment is due, the City sends an electronic file to the Bank, which is then used to initiate the transfer. With the Pre-Authorized Debit service, you receive payments faster than with checks, eliminate the administrative overhead associated with manual processing, and control the timing of payment receipt to enhance cash flow.

H. Automated Check Deposit Service

Online Check Deposit (OCD) is a web-based software application that allows you to submit check images for deposits electronically from your facility using a scanner and a personal computer. The City can continue to use this service to send an image file of the front and back of each check, as well as the MICR line data to the Bank for deposit in lieu of providing the Bank with physical paper documents. The City endorses the checks, and with the desk-top scanner, captures images of the checks for deposit and transmits the images to the Bank through the Internet for processing.

As added benefit, you have the convenience of viewing images of deposited items from the Online Check Deposit solution for up to 90 days and up to five years via SunView Treasury Manager, your online information reporting service.

Additionally, during the check capture process, you are able to capture remittance data for each check by either scanning associated optical character recognition (OCR) remittance coupons and/or keying additional data fields.

The savings and benefits of this service include:

- Later deposit deliveries enable you to make deposits as late as 10:30 p.m. ET allowing the City to get more items into each day's deposit and potentially accelerating cash flow.
- Faster collection resulting in better access to information, allowing you to easily monitor bank deposits.
- Reduced risk of check fraud losses by being able to identify fraud earlier. If checks move through the banking system faster, we can notify our clients earlier of fraudulent items, allowing them to minimize their losses.
- Lower transportation expenses, with the elimination of transporting checks to a branch each day and, or elimination of courier fees.
- Reduced delays in depositing checks due to weather or other problems resulting from transporting paper.

I. Stop Payments

We recommend that stop payments continue to be placed through SunView Treasury Manager. Sunview Treasury Manager allows the City to make stop payment requests, view all pending stop payments, inquire about the status of a check, extend the time period for current stop payments and to revoke a previous stop payment.

The City can also place stop payment requests by telephone in two ways:

- Calling our Client Services Specialist on bank business days
- Calling Customer Service, which is available 24/7, including weekends and holidays

For the City's controlled disbursement accounts, stop payment requests are at no charge.

J. Stale Dated Checks

The City check states "VOID after 180 days." Stale dated checks are flagged as exceptions in the Controlled Payment Reconciliation (CPR) process & a stop payment is automatically placed on these items. This is offering that is unique to the Bank's CPR service.

K. Banking Supplies and Check Scanning Hardware and Software

The Bank will continue to provide the banking supplies and facilitate the process at cost from the vendor.

L. Continuous Service

The Bank shall provide sufficient staff to support the requirements of the proposal on a continuous basis without interruption of service. Incompetent or repeated breakdown of service will be cause

for termination of the contract. The Bank shall designate one of its treasury management services personnel to act as liaison to the City for matters regarding its account. Such matters shall include but is not limited to account activity inquiries requiring research and adjustments, and questions pertaining to banking service used by the City, software technical support, and City contact information changes. The City reserves the right to approve the person so designated, and further reserves the right to approve in advance the designation of any successor liaison.

Your Client Services Specialist, Diane Donegan, will continue to work with your personnel on a day-to-day basis. The Bank uses a "single point of contact" approach for our middle market and large government clients. We have found this customer support model to be the most effective for a positive client experience. Although many competitors employ a similar approach for their clients, few have offered the level of support offered by the Bank.

In the event that Diane is unavailable, Treasury Management Client Services is made up of several teams that are organized primarily by market segment and geographic location. Because they are familiar with the City's account and others with similar characteristics, they are positioned to provide continuous support and a positive client experience. Each team relies on a formal cross-coverage process, so that if Diane is not available for some reason, her backup, or another member of the team, can handle your request. You may also press 0 to be assisted by the next available Treasury Management Client Service Specialist.

M. Emergency Services

In the event of a natural disaster, the Bank will use reasonable efforts to provide cash to the City to satisfy the City's requirements, and to provide a local or mobile branch that can be used by the City or otherwise work with the City to ensure that the City can conduct business. The Bank's ability to meet these requirements will depend on the nature of the natural disaster, size of impact, condition of impacted area, etc. Contingency plans are in place and routinely tested to make sure the bank has failover processes that can be utilized when necessary.

Your Treasury Consultant, Maria Roman, will work with Operations and Product Management to assess how we will be able to assist you. Maria will work with the City to determine the right approach to minimize service interruption in case of a disaster within your organization.

N. Failures

The City shall be compensated at the daily effective Federal Funds rate for any lost availability of funds due to the Bank's error, determined pursuant to applicable laws and the banking service agreements. The City's right to terminate any services shall be governed by the Treasury Management Master Agreement and associated Terms and Conditions.

O. Truist Momentum

Truist Momentum is a comprehensive financial services program that the City can offer to employees as a part of your overall benefits package. With Truist at Work, City employees can build a solid financial program that provides the tools and guidance needed to save time, make progress toward their goals, and feel more confident about their financial well-being. Employee checks from the City can be cashed at Truist at no additional charge. That benefit is proposed to be continued under this Agreement.

P. Assigned Bank Representatives

Tim Hamilton, Relationship Manager is the City's Primary Contact.

Office: (904) 361-5279

Mobile: (859) 619-6677

Email : Tim.Hamilton@Truist.com

Additional representatives for the City are:

Diane Donegan, Commercial Client Specialist

Office: (352) 264-2077

Email: Diane.Donegan@truist.com

Maria Roman, Treasury Consultant Representative

Office: (813) 224-2095

Email: Maria.Roman@truist.com

TITLE	For Signature: Agreement for Banking Services (FIN/200254)
FILE NAME	FINAL_TRUIST_Bank...ract_9-2-2021.pdf
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10 / 06 / 2021

12:09:12 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Tim Hamilton (tim.hamilton@truist.com) from plewis@ocalafl.org
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VIEWED

10 / 06 / 2021

22:55:17 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
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10 / 06 / 2021

22:57:15 UTC-4

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14:17:09 UTC-4

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07 / 10 / 2022

11:24:46 UTC-4

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11:26:43 UTC-4

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07 / 12 / 2022

09:10:21 UTC-4

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