



TREASURY MANAGEMENT MASTER AGREEMENT

1. Introduction. Throughout this master agreement, SunTrust Bank is referred to as "we," "us," "our," or "the bank". The various treasury management services described in our treasury management terms and conditions (defined below) are referred to as the "services". This master agreement, the treasury management terms and conditions, and the other documents defined below are together referred to as the "agreement". The entity using our services is referred to as "client", "customer", "you" or "your". Each individual identified in any resolution or other similar document that we accept from you who is authorized to enter into agreements such as this master agreement on your behalf is referred to as your "authorized signer". Each authorized signer is also authorized to give us instructions related to the services.

The authorized signer who signs this agreement represents and warrants that you have legal capacity to execute and perform the agreement and that any actions required by your organizational documents or governance procedures to enter into and perform the agreement have been taken. The agreement is a legally binding contract that can only be changed by the means specified in it. By accepting services from us you agree that you are bound to the terms and conditions of the agreement.

2. Organization of Agreement. The agreement is made up of the documents described below. If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that issue in the order set forth from top to bottom below.

The documents and their purposes are:

(a) The Treasury Management Terms and Conditions. Our treasury management terms and conditions contains a general terms and conditions section that applies to all services, and a second section that describes the specific terms and conditions that apply to each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: www.suntrust.com/treasuryterms. By accepting services from us, you are charged with notice of the treasury management terms and conditions and, at all times while you are receiving services, you agree that you are bound by its then current content posted on the website, subject to your right to receive notice of changes to it as specified in Section 3 of this master agreement.

(b) The Master Agreement. This master agreement describes the structure of the agreement and sets forth some of the basic contractual provisions relating to use of the services.

(c) Ancillary Implementation Agreements. Certain services can pose higher risks to you and to the bank and lead to disputes between you and us. Therefore we may, in our discretion, require that your authorized signers confirm a request to receive such services and the operational details related to such request by executing an Ancillary Implementation Agreement ("AIA"). Examples of AIAs include AIAs relating to funds transfer ("wire") and Automated Clearing House ("ACH") services. Any required AIA will be provided at the time we implement a service that requires one. We will not implement the relevant service until the required AIA is executed and returned to us by one of your authorized signers.

(d) Service Confirmations. A service confirmation is a document that is sent to your authorized signer(s) during the implementation process. It memorializes instructions you have given us regarding our implementation of a service for you, such as the account(s) linked to that service, the authorized users for that service, and the options you have selected for that service. Not all

services you request will result in the transmission of a service confirmation to you at the time the service is implemented, but when a service confirmation is generated it will be sent by e-mail. The facts and details we provide in each service confirmation are deemed accurate as of the time you commence using the applicable service and at all times thereafter unless you notify us of any discrepancies or inaccuracies before you begin using the service. A service confirmation may also be sent when we modify or add a service at your request where your request reflects a change to instructions that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions).

(e) Online Services and Software Materials. Where software is used in connection with a service, we grant you a nonexclusive, nontransferable, limited license or sublicense to use such software solely in connection with and while receiving that service. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with us or a third party vendor) may be required and there may also be a user manual for the software or certain online services. The software and those other items constitute "software materials". Any license agreement, online terms, and/or user manual sets forth the terms and conditions relating to use of those online services and software materials as well as important instructions and requirements for their use.

(f) Implementation/Setup Forms. An implementation/setup form is a document used by the bank to capture additional information and instructions you may give us with respect to a particular service, such as the billing account for the service, contact information and information reporting preferences specified by you. These forms are not sent to you to review. However, absent a finding of manifest error on the part of the bank in creating such forms in the ordinary course of providing the services to you, the content of such forms will be deemed accurate and correct.

(g) Deposit Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts. The rules and regulations shall continue to apply to and govern the terms of your deposit accounts.

(h) The Delegation of Authority. Use of a delegation of authority is optional. By using one, your authorized signers give other individuals within your company ("delegates") certain authority with respect to all the services you receive or some sub-set of those services as specified in the delegation of authority. If a delegation of authority is used, a delegate has the authority conferred by such delegation for such services until that authority is revoked by one of your authorized signers. Such delegated powers include the power to receive and respond to service confirmations, execute AIAs when required, and to otherwise provide us instructions in the same manner as an authorized signer. Such powers are subject to the same conditions as stated herein when the bank interacts with an authorized signer in matters related to AIAs, service confirmations, new services, modifications to existing services or removal of services.

3. Amendments to Agreements. We may add to, change or delete provisions in this master agreement, the general terms and conditions, or terms and conditions for any individual service in our discretion. We will attempt to give an authorized signer at least 30 calendar days' prior notice of these changes. It is your obligation to maintain up-to-date contact information with us at all times. If you continue to use a service after any modification becomes effective, you are bound by such modification. If a modification is required by applicable law, clearing house rules or funds transfer system rules, or if we



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believe the change is necessary to preserve the security or integrity of the systems that we use in providing any service, or to protect the bank or you from risk of immediate, significant loss, we may give you (and all customers impacted by that change) notice of the modification promptly after we make it. In such case, you are bound by the modification as of the date you receive notice of it unless you terminate your use of the relevant service(s) within a reasonable period of time after you receive our notice. We may modify the terms of the software materials or the deposit rules and regulations by following the procedures set forth in those documents.

4. New Services. When we implement a new service for you, we may create an AIA or a service confirmation for that new service. As noted in the definition of an AIA, if the service requires an AIA, you may not use that service until you have executed and returned the AIA. However, any service confirmation we send will be deemed accurate and correct as of the time you begin using the service. You do not need to contact us when you receive the service confirmation unless you notice errors in it, in which case you must notify us of such errors before you begin using the service. For any new service, you must also successfully complete any testing or training we may require for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service. However, if we do provide it before you have satisfied all required conditions, you agree to be bound by the terms of the agreement relating to that service including the general terms and conditions, the terms and conditions for that new service, and the specifications stated in any service confirmation that you did not dispute prior to your use of the new service.

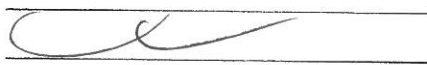
5. Modifications to Existing Services and Changes to Your Setup. If we agree to change our implementation of a service for you in response to your instructions and those instructions are of the type that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions) at the time of initial implementation of the service, we may send or otherwise make a new service confirmation reflecting those instructions available to you. If the change impacts information that should be captured on an AIA, we will send a new AIA to your authorized signer, and the change will not take effect until an authorized signer has executed and returned the new AIA to us. You must also successfully complete any required testing or training for the change. We may, in our discretion, accept written instructions we deem acceptable as sufficient record from an authorized signer to memorialize the request to remove a service or make a change to a service. At our election and in our discretion, we may accept telephonic instructions for changes to a service or removal of service from an authorized signer on a recorded line. However, we may, in our discretion, refuse to accept letters, e-mails or other forms of communications containing requests to change prior instructions or remove services if we deem the information provided in such communications to be insufficient, or we

question the source of any such information or the authority of the individual making the request, or for any other reason that we, in good faith, believe will protect you or us from a significant loss.

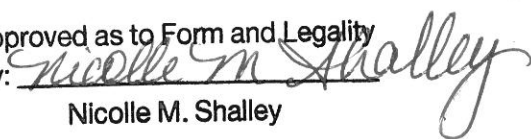
6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. In addition, you agree that, when you receive a service confirmation as an attachment to an e-mail message, (a) you will be deemed to have confirmed that the content of that service confirmation is correct if we do not receive a prompt response informing us of any inaccuracy in the service confirmation, and (b) you will be deemed to have accepted the service in conformity with the implementation details specified in that service confirmation, including any account numbers listed therein and any persons listed therein who are identified as having authority to use the specified services and access the relevant accounts. It is your responsibility to provide us accurate e-mail contact information for your authorized signers and to notify us of any changes to that information so that we can communicate important information to them.

7. Signature. This master agreement may be delivered to us by giving the signed original of it to your treasury management contact or sending it by facsimile or e-mail attachment. It may also be transmitted by any electronic signature process we specifically adopt and accept for this purpose. The individual signing this agreement represents and warrants that he or she is, in fact, one of your authorized signers. This master agreement and the comprehensive agreement it describes completely replaces any prior agreements you may have with us with respect to the services or the subject matter referred to herein. However, any previous instructions you have given us while those prior agreements were in effect continue to be effective until replaced or deleted in accordance with the agreement including through a service confirmation, an AIA, or other written instruction provided by you that is acceptable to us.

IN WITNESS WHEREOF, client has executed this master agreement as of the date set forth below.

Client Name:	City Of Gainesville
Authorized Signer:	
Print Name:	Anthony Lyons
Print Title:	City Manager
Date:	7-5-17

Approved as to Form and Legality

By: 
Nicolle M. Shalley
City Attorney

City of Gainesville FL

RFP No. FADM-180000-DH

Addendum

SunTrust Bank and the City of Gainesville FL hereby agree to the terms set forth in the RFP No. FADM-180000-DH dated September 26, 2016, as awarded by the City of Gainesville. The agreed upon term of the contract is for five (5) years, with an option for one time five (5) year extension of the contract, beginning October 1, 2017.

- Earning Credit Rate (ECR) .55%
- Interest paid at a rate of .10% on available balances

Attached:

- Transmittal letter
- Fee schedule
- Treasury Management Master Agreement


City of Gainesville

By: 

Name: Anthony Lyons

Title: City Manager

Date: 7-5-17

By: 

Name: April Shuping

Title: Finance Director

Date: 7-5-17

SunTrust Bank

By: 

Name: Lisa Hayes

Title: Senior Vice President

Date: 1-26-2017

Approved as to Form and Legality

By: 

Nicolle M. Shalley
City Attorney



SunTrust Bank
76 S Laura Street
Jacksonville, FL 32202
PH: 904-632-2599

Lisa Hayes
Senior Vice President

Transmittal Letter

September 26, 2016

Mrs. Diane Holder
Senior Buyer
Purchasing Division
200 Est University Avenue, Room 339
Gainesville, FL 32601

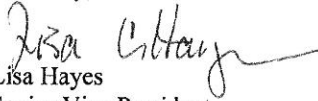
RE: Request for Proposal Banking Services RFP NO. FADM-180000-DH

SunTrust Bank is pleased to submit the enclosed proposal for the continuation of our comprehensive, high quality banking services with the City of Gainesville (the City). Upon establishing our relationship about ten years ago, it has been our pleasure to serve you and assist the City with their depository and other fiscal needs. It is our sincere hope that this response is sufficient to allow us to continue in our role as your primary treasury bank.


Our goal is to provide enhanced cost efficiencies and we have highlighted some of the main areas of focus:

1. A very competitive and above market Earnings Credit Rate (ECR) of 0.55% that will allow the City to minimize deposits needed to offset banking fees which allows the City to maximize those balances upon which it earns interest.
2. An extremely competitive fee schedule that also assists the city in lowering their banking fees which when combined with the higher ECR again allows the City to maximize those balances upon which it can earn interest.
3. A guaranteed interest rate on available balances of 0.10% which in today's rate environment is aggressive.
4. SunTrust will continue to NOT pass along Deposit Assessment on your funds.
5. The soft costs affiliated with continuing the SunTrust relationship is hard to monetize. By continuing our existing relationship the City avoids lost employee hours associated with changing existing processes and procedures that are already working smoothly.
6. SunTrust's onUp Movement (<https://onup.com>) was started to spark conversation and provide the tools to help individuals and families achieve financial confidence. We believe your employees and citizens may uniquely benefit from some of the programs onUp Movement has to offer and we look forward to exploring opportunities to share.

Sincerely,


Lisa Hayes
Senior Vice President
Relationship Manager

Sincerely,


Nick Ferrer
Vice President
Treasury Sales Officer



PRICE PROPOSAL

Banking Service Activity Price Proposal



Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
DEMAND DEPOSIT SERVICES			
FDIC EXPENSE PER 1,000	250	N/A	
FDIC EXPENSE PER 1,000	60,000	N/A	
ACCOUNT MAINTENANCE – MONTHLY	50	22.00	
CHECK RESEARCH/COPY	2	N/A	
CHECK RETURN STATEMENT	2	3.00	
DEPOSITS CREDITED	150	00.15	
DEPOSIT CORRECTIONS	40	3.00	
ELECTRONIC CREDITS POSTED	360	00.04	
ON US ITEMS	200	0.04	
ON US ITEMS PRE-ENCODED	3,100	.50	
CLEARINGHOUSE ITEMS	1,300	0.04	
CLEARINGHOUSE ITEMS PRE- ENCODED	17,000	0.04	
LOCAL FED/IN STATE FED ITEMS	19,000	0.04	
OUT OF STATE ITEMS	600	0.04	
OUT OF STATE ITEMS PRE-ENCODED	6,000	0.04	
DEPOSIT ITEMS REJECTED	2,000	0.30	
ITEMS PAID	1,600	0.475	
ELECTRONIC DEBITS POSTED	130	00.04	
ZERO BALANCE SERVICES			
ZBA MASTER ACCOUNT	2	10.00	
ZBA SUB ACCOUNT	4	5.00	
RETURNED CHECK SERVICES			
RETURNED ITEMS	170	1.25	



RETURN ITEMS-REPRESENTED	250	00.75	
RETURN ITEMS-SPECIAL ADDRESS	420	0.00	
BRANCH/NIGHT DEPOSITORY SERVICES			
BRANCH CURR ORD/STRAP	5	1.00	
BRANCH COIN ORDER/ROLL	100	0.40	
CASH VAULT SERVICES			
CASH VLT MONTHLY MAINT 2-9 LOC	1	42.00	
CASH VAULT DEPOSITS	250	1.10	
CASH VLT SPECIAL HANDLING FEE	1	0.00	
VLT DEPOSIT ERROR	40	3.00	
VLT CURRENCY DEP FULL STRAP	60	00.45	
VLT CURRENCY DEP HALF STRAP	800	.80	
VLT CURRENCY DEP LOOSE BILL	50,000	00.01	
VLT COIN DEPOSIT MIX BAG	85	3.00	
	Current Average	Per Item	Other Basis
Description	Monthly Volume	Charge	Required (if other than Per Item)
CONTROLLED DISBURSEMENT SERVICES			
CONTROL DISB'T/LIST POST MAINT	2	75.00	
CONTROLLED PAYMENT SERVICES			
CONTROLLED PAYMENT MONTH MAINT	1	160.00	
CONTROL PAYMENT CHECKS PAID	1,400	0.18	
CONTROLLED PAYMENT MISMATCHES	30	5.00	
CONTROL PAYMENT ISSUES-BANK CREATED	10	15.00	
CPR AUTO D/T TO BANK/TRAN	15	12.00	



CPR AUTO D/T TO BANK/RCRD	2,000	0.015	
CPR RETURNED ITEM	3	5.00	
ARP SERVICES			
PARTIAL RECON-BASE FEE	5	45.00	
PARTIAL RECON-ITEM CHARGE	1,700	0.06	
DEPOSIT RECON-BASE FEE	1	15.00	
DEPOSIT RECON-ITEM CHARGE	200	0.055	
CHECK STORAGE – BASE FEE	1	N/A	Not available
DISBURSEMENT IMAGE SERVICES			
CD-ROM PAID ITEMS CD	5	15.00	
CD ROM IMAGES PER ITEM	3,000	00.02	
ACH SERVICES			
ACH MONTHLY MAINTENANCE	3	15.00	
ACH FILE TRANSMISSIONS, SELF	55	4.00	
CONSUMER PPD DEBITS ORIGINATED	11,000	00.04	
CONSUMER PPD CREDITS ORIGINATED	7,000	00.04	
CORP CREDITS ORIG CCD, CCD+CTX	200	00.04	
WEB DEBITS ORIGINATED	12,000	0.04	
ACH DELETIONS – ITEM	20	20.00	
ACH REVERSALS – ITEM	10	0.00	
ACH MAILED REPORT	2	0.00	
ACH RETURN ITEM	250	0.00	
ACH NOC ITEM	350	00.75	
ACH REVERSAL BATCH OR FILE	1	50.00	
ACH FRAUD CONTROL			



AFC FRAUD CONTRL MONTHLY MAINT	5	25.00	
AFC DEBIT FILTER-BLOCK SETUP	1	25.00	
WIRE TRSF MONTHLY MAINT/ACCT	8	0.00	Shown below in wire section
ONLINE REPET WIRE OUT	10	5.00	Shown below in wire section
ONLINE NON-REP WIRE OUT	20	5.00	Shown below in wire section

Description	Current Average	Per Item	Other Basis
	Monthly Volume	Charge	Required (if other than Per Item)
WIRE TRANSFER SERVICES			
WIRE TRSF MONTHLY MAINT/ACCT	8	0.00	
ONLINE REPET WIRE OUT	10	5.00	
ONLINE NON-REP WIRE OUT	20	5.00	
W/T INTERNAL NON-REP ONLINE WIRE	1	6.00	
W/T INCOMING	5	4.00	
INTERNAL WIRE TRANSFER	1	6.00	
ONLINE TREASURY SERVICE			
INITIAL ACCT SETUP FEE	50	0.00	
INFO RPTG MAINTENANCE FEE	2	20.00	
PD SERVICE/PER MONTH	2	5.00	
PD ACCT MAINT/PER ACCT	50	5.00	
PD DETAIL/PER ITEM	5,000	00.02	
SD SERVICE/PER MONTH	1	5.00	
SD ACCT MAINT/PER ACCT	1	5.00	
SD DETAIL/PER ITEM	1,300	00.02	
SPECIAL RPT SERVICE/PER MONTH	2	5.00	
ACH-EDI REPORT/PER DAY	45	00.50	



CAR REPORT/PER DAY	25	00.50	
CPR REPORT/PER DAY	25	1.00	
STOP SERVICE/PER MONTH	2	5.00	
STOP PAYMENT/PER STOP	5	15.00	
ACH SERVICE/PER MONTH	2	5.00	
ACCT TRANSFER/PER TRANSFER	20	.25	
WIRE SERVICE/PER MONTH	2	5.00	
IMAGE ITEM RETRIEVAL/PER IMAGE	20	.50	
INVESTMENT SWEEP ACCOUNT SERVICES			
AUTOMATED INVEST SWEEP ACCT	5	150.00	
MONTHLY REPORT FEE	5	0.00	
CREDIT CARD PROCESSING SERVICES			
DISCOUNT RATE TO PROCESS C/C TRANSACTIONS		Please refer to Exhibit K for Merchant Card Processing	
COST OF C/C SUPPLIES & EQUIPMENT		Please refer to Exhibit K for Merchant Card Processing	
BANKING SOFTWARE SETUP CHARGES		Please refer to Exhibit K for Merchant Card Processing	
MONTHLY SOFTWARE USAGE FEE		Please refer to Exhibit K for Merchant Card Processing	
IMPLEMENTATION FEE		Please refer to Exhibit K for Merchant Card Processing	
TRANSACTION FEE		Please refer to Exhibit K for Merchant Card Processing	
LATE PAYMENT FEE		Please refer to Exhibit K for Merchant Card Processing	
ANNUAL MEMBERSHIP FEE		Please refer to Exhibit K for Merchant Card Processing	
CASH ADVANCE FEE		Please refer to Exhibit K for Merchant Card Processing	
OTHER TRANSACTION FEES (LIST SEPARATELY)		Please refer to Exhibit K for Merchant Card Processing	
	Current Average	Per Item	Other Basis



Description	Monthly Volume	Charge	Required (if other than Per Item)
CUSTODIAN SERVICES			** Please refer to the complete schedule in Exhibit I.
ACCOUNT MAINTENANCE – MONTHLY	5		\$2.25 per million for safekeeping of assets on a monthly basis
DTC/Book/Wireable Transactions			
Purchases	2		No charge if purchase/sold thru SunTrust if transacted thru an external broker, \$25.00 per item
Sales	2		Same as purchases
Principal Paydowns	2		N/A
MONTHLY INTEREST PAYMENTS RECEIVED	1		\$5.00 per item
SECURITY Safekeeping	12		\$2.00 per security held per month
ARMORED CAR SERVICES(IF AVAILABLE)			
PER LOCATION PICKUP FEE	65 Pickups	N/A	