

# MEETING NOTICE

LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY

TUESDAY, OCTOBER 28, 2014

COUNTY-CITY BUILDING, ROOM 112

555 SOUTH 10<sup>th</sup> Street

9:00 A.M.

## AGENDA

*Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the Hearing Room.*

1. **APPROVAL OF MINUTES** – September 30, 2014
2. **APPROVAL OF CLAIMS** – processed through October 21, 2014
3. **DEPOSIT PLACEMENT AGREEMENT - FIRST STATE BANK**
4. **PUBLIC COMMENT**
5. **SETTING OF NEXT MEETING** – November 25, 2014
6. **ADJOURNMENT**

**MINUTES**  
**LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY (JPA)**  
**COUNTY-CITY BUILDING, ROOM 112**  
**555 SOUTH 10<sup>TH</sup> STREET**  
**TUESDAY, SEPTEMBER 30, 2014**  
**9:00 A.M.**

Present: Larry Hudkins, Chair; Doug Emery, Vice Chair; and Brent Smoyer

Absent: Chris Beutler

Others Present: Dennis Meyer, County Budget & Fiscal Officer; Mike Thurber, Corrections Director; Jon Carlson, Administrative Assistant to the Mayor; Cori Beattie, Deputy County Clerk; and Ann Taylor, County Clerk's Office

The Chair called the meeting to order at 9:03 a.m.

The location announcement of the Nebraska Open Meetings Act was given.

**AGENDA ITEM**

**1 APPROVAL OF MINUTES OF AUGUST 26, 2014 MEETING**

**MOTION:** Smoyer moved and Emery seconded approval of the minutes of the August 26, 2014 meeting. Emery, Smoyer and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

**2 APPROVAL OF CLAIMS PROCESSED THROUGH SEPTEMBER 23, 2014**

Dennis Meyer, County Budget and Fiscal Officer, presented claims totaling \$27,410.75 from Dickey & Burham, Inc., Oregon Trail Equipment, LLC, and Accurate Controls, Inc. related to jail warehouse improvements, an equipment purchase and a programming change.

Mike Thurber, Corrections Director, said the jail warehouse was inspected last week and final "punch list" items are being completed.

Hudkins inquired about operations. Thurber said problems with the video visitation system have been addressed. He said the facility started a food service program with Southeast Community College (SCC). He said inmates in the program will be able to earn food handlers permits which will help them to secure employment when they are released.

Hudkins inquired about average length of stay in the facility. Thurber said it is 16 days, adding it increases to 120-160 days for offenders who have stays over 20 days. He noted some individuals are booked in and booked out within two hours which skews those numbers. Thurber said one year is the maximum length of time an individual can be sentenced to a county facility but said they have had individuals stay over two years pre-trial. He said the population is currently 572 and said they were able to close the "J" pod two weeks ago.

Hudkins noted the State's prisons are full and asked whether the State is moving prisoners out in a timely fashion. Thurber said yes, the State accepts prisoners sentenced to their facilities once they have been given a lawful sentence.

**MOTION:** Smoyer moved and Emery seconded approval of the claims. Emery, Smoyer and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

### **3 PUBLIC COMMENT**

There was no public comment.

### **4 SETTING OF NEXT MEETING**

The next meeting was scheduled for 9:00 a.m. on Tuesday, October 28, 2014.

Meyer suggested moving to quarterly meetings after the first of the year.

### **5 ADJOURNMENT**

**MOTION:** Smoyer moved and Emery seconded to adjourn the meeting at 9:13 a.m. Emery, Smoyer and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

*Dan N. Beattie for*  
Dan Nolte  
Lancaster County Clerk



Lancaster County Correctional Facility Joint Public Agency  
List of Claims through October 21, 2014

<u>Item Number</u>	<u>Payee</u>	<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
<b>Bond Proceeds / DEC Reimbursement</b>				
1	Sampson Construction Co., Inc.	61	101,126.00	September 2014 Services - see attached invoice
2	Dickey & Burham, Inc.	C-14-0010 #9	24,286.75	Jail Warehouse Improvements
3	Police Garage	65489	<u>3,000.00</u>	2002 Malibu
	TOTAL		<u><u>128,412.75</u></u>	

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER: The County of Lancaster, NE  
555 South 10th Street  
Lincoln, NE 68508

PROJECT: Lancaster County Detention Facility  
West O Street & Southwest 40th Street

APPLICATION NO: 61

Distribution to:  
 OWNER  
 CONTRACTOR

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
3730 So. 14th St.  
Lincoln, NE 68502

VIA: Angie Koziol, Business Manager  
Lancaster County Dept. of Corrections  
605 South 10th Street  
Lincoln, NE 68508

PERIOD TO: 9/30/2014

PROJECT NOS: 08041

CONTRACT FOR: General

CONTRACT DATE: 5/13/2008

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By: [Signature] Date: 10-14-14  
State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 14th day of October 2014  
Notary Public: [Signature]  
My Commission expires: 3-14-2016

GENERAL NOTARY - State of Nebraska  
JULIE A. SCHEELE  
My Comm. Exp. May 14, 2016

## OWNER APPROVAL

APPROVED AMOUNT: \$ 101,126.00

OWNER: Lancaster County CORRECTIONS

By: [Signature] Date: 10-17-14

This Certificate is not negotiable. The APPROVED AMOUNT is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	<u>59,900,000.00</u>
2. Net change by Change Orders	\$	<u>642,910.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>60,542,910.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>60,082,816.00</u>
5. RETAINAGE:		
a. % of Contract Sum (Column D + E on G703)	\$	<u>                    </u>
b. % of Stored Material (Column F on G703)	\$	<u>                    </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>                    </u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>                    </u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>                    </u>
8. CURRENT PAYMENT DUE	\$	<u>59,981,690.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>101,126.00</u>
	\$	<u>460,094.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$642,910.00	
Total approved this Month		
TOTALS	\$642,910.00	\$0.00
NET CHANGES by Change Order	\$642,910.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 61  
 APPLICATION DATE: 10/14/2014  
 PERIOD TO: 9/30/2014  
 ARCHITECT'S PROJECT NO: 08041

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
1	3A-Augered CIP Piles (Longfellow Foundations)	446,501	446,501			446,501	100%		
2	3B-Found./Poured Walls/CIP Retain Walls (Stephens & Smith)	1,513,752	1,513,752			1,513,752	100%		
3	3B-Interior Slabs (Sampson Construction)	1,067,644	1,067,644			1,067,644	100%		
4	3C-Precast Struct. Conc/Steel Erection (Concrete Industries)	7,485,841	7,485,841			7,485,841	100%		
5	4A-Masonry (Midwest Masonry)	2,987,530	2,987,530			2,987,530	100%		
6	Plumbing/Electrical Precast & Masonry Coordination	23,817	23,817			23,817	100%		
7	5A-Steel Materials (Steel Fabricators)	454,325	454,325			454,325	100%		
8	Expansion Joints	22,041	22,041			22,041	100%		
9	6A-Rough Carpentry (Mark Sass)	118,939	118,939			118,939	100%		
10	Rough Carpentry (Sampson Const.)	12,944	12,944			12,944	100%		
11	6B-Finish Carpentry (Sampson Construction)	1,011,895	1,011,895			1,011,895	100%		
12	Install Bunk Bed Ladders (Shields)	13,452	13,452			13,452	100%		
13	Norix Beds	8,905	8,905			8,905	100%		
14	7A-Joint Sealants (McGill Brothers)	418,140	418,140			418,140	100%		
15	7B-Waterproofing and Subdrainage	192,256	192,256			192,256	100%		
16	7C-Fireproofing and Firestopping	17,010	17,010			17,010	100%		
17	7D-Metal Wall Panels/Sheet Metal Flashings & Trim (SGH)	350,811	350,811			350,811	100%		
18	7E-Roofing/Sheet Metal Flashings & Trim (Sprague Roofing)	1,330,564	1,330,564			1,330,564	100%		
19	7F-Spray on Foam Insulation (Liquid Foam Insulation)	8,841	8,841			8,841	100%		
20	8A-Doors and Hardware (DH Pace Company)	573,924	573,924			573,924	100%		
21	8B-Overhead Doors & Loading Dock Equip. (Raynor Doors)	197,384	197,384			197,384	100%		
22	8C-Aluminum and Glass (City Glass)	754,731	754,731			754,731	100%		
23	8D-Skylights & Translucent Panel Roof System (SGH)	360,128	360,128			360,128	100%		
24	9A-Metal Framing/Drywall/Sheath/Firestop (E & K of Omaha)	1,734,556	1,734,556			1,734,556	100%		
25	9B-Hardcoat Exterior Finish System (Paul L. Kess)	41,200	41,200			41,200	100%		
26	9C-Ceilings (T-C Ceilings)	415,529	415,529			415,529	100%		
27	9D-Tile (Great Plains Stone & Tile)	65,302	65,302			65,302	100%		
28	9E-Flooring (Floors Inc.)	431,262	431,262			431,262	100%		
29	Allowance for Attic Stock for Finish Materials	37,500						37,500	
30	9F-Resinous Flooring (Surface Sealers)	285,798	285,798			285,798	100%		
31	9G-Painting/Staining (Gene Phillips)	307,096	307,096			307,096	100%		
32	Parking Lot Striping (Bestco)	1,633	1,633			1,633	100%		
33	9H-Painting/High Perf. Coatings & Epoxy (Surface Sealers)	1,129,767	1,129,767			1,129,767	100%		
34	Post Punchlist Finish Corrections Allowance	5,250	5,250			5,250	100%		
35	10A-Signage (ASI Modulex)	48,094	48,094			48,094	100%		

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 61

APPLICATION DATE: 10/14/2014

PERIOD TO: 9/30/2014

ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
36	Fire Extinguishers								
37	10B-Operable Partitions (SGH)	6,342	6,342			6,342	100%		
38	10C-Access Flooring (Porter Trustin Carlson)	24,213	24,213			24,213	100%		
39	11A-Detention (Chief Custom Products)	16,715	16,715			16,715	100%		
40	11B-Property Storage System (Midwest Storage Solutions)	2,326,295	2,326,295			2,326,295	100%		
41	11C-Laundry Equipment (A A Horwath)	128,165	128,165			128,165	100%		
42	11D-Food Service Equipment (Paramount Restaurant)	400,745	400,745			400,745	100%		
43	Additional Food Service Equipment (Hockenbergs)	1,610,926	1,610,926			1,610,926	100%		
44	12-Roller Window Shades (Craftsman Window Covering)	70,564	70,564			70,564	100%		
45	13-Prefabricated Precast Concrete Cell Module (Tindall Corp.)	37,524	37,524			37,524	100%		
46	14-Conveying Systems (Eletech)	4,204,789	4,204,789			4,204,789	100%		
47	21-Fire Sprinkler (Nifco)	379,255	379,255			379,255	100%		
48	22-Plumbing & Hydronic Piping (Midwest Mechanical)	833,615	833,615			833,615	100%		
49	23-HVAC/Controls/Balancing (Falcon)	4,727,307	4,727,307			4,727,307	100%		
50	16A-Electrical (Commonwealth Electric)	3,782,756	3,782,756			3,782,756	100%		
51	Electrical (Willmar Electric)	5,331,471	5,261,337	70,134		5,331,471	100%		
52	28-Electronic Safety & Security (Accurate Controls)	90,931	90,931			90,931	100%		
53	Renovo V.V. Support	2,838,446	2,838,446			2,838,446	100%		
54	Special Systems (TV)	9,860	9,860			9,860	100%		
55	WiFi Access Points (Cable Guyz)	130,145	130,145			130,145	100%		
56	31A-Earthwork (Shanahan Brothers)	9,432	9,432			9,432	100%		
57	Site Access Roadway	458,965	458,965			458,965	100%		
58	32A-Landscaping (Lanoha Nurseries)	347,846	347,846			347,846	100%		
59	32B-Concrete Paving & Sidewalks (Platte Valley Precast)	403,948	393,824	10,124		403,948	100%		
60	32D-Chain-link Fences and Gates (American Fence)	1,127,629	1,127,629			1,127,629	100%		
61	33-Utilities (True Line Underground)	209,643	209,643			209,643	100%		
62	Testing/Special Inspections (Olsson)	554,354	554,354			554,354	100%		
63	GC-General Conditions	178,000	166,877			166,877	94%	11,123	
64	Building Permit	3,467,000	3,446,993	8,000		3,454,993	100%	12,007	
65	Builders Risk Insurance	159,514	159,514			159,514	100%		
66	Bond	101,435	101,435			101,435	100%		
67	Fee @ 3.25%	237,857	237,857			237,857	100%		
68	Preconstruction Services	1,884,646	1,880,629	2,868		1,883,497	100%	1,149	
69	Contingency	179,900	179,900			179,900	100%		
<b>GRAND TOTALS</b>		<b>60,542,910</b>	<b>59,991,690</b>	<b>91,126</b>		<b>60,082,816</b>	<b>99%</b>	<b>460,094</b>	<b>0</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

To Owner: Lancaster County  
555 S 10 St  
Lincoln NE 68508

Project: Lancaster County Jail  
Warehouse Improvements  
Lincoln, Nebraska

Application Number: 9/Partial  
Period To: 9/30/14  
Project Number: 13-323

From (Contractor): DICKEY • HINDS • MUIR Incorporated VIA (Architect): Farris Engineering  
PO BOX 22555  
LINCOLN NE 68542-2555

Contract Date: 1/7/14  
DHM Job# 8312  
Invoice # 201409.23

Contract For: General Construction

Distribution to:  
 Owner  
 Architect  
 Contractor

**Invoice # must be referenced on all payments**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum.....	\$544,800.00
2. Net Change by Change Orders.....	\$0.00
3. Contract Sum to Date (Line 1 + 2).....	\$544,800.00
4. Total Completed and Stored to Date.....	\$544,800.00
5. Retainage:	
A. 5% of Completed work.....	\$27,240.00
B. 0% of Stored Material.....	\$0.00
Total Retainage (Line 5A + 5B Total).....	\$27,240.00
6. Total Earned Less Retainage.....	\$517,560.00
(Line 4 Less Line 5 Total)	
7. Less Previous Certificates for Payment.....	\$493,273.25
(Line 6 from Prior Certificate)	
8. Current Payment Due.....	\$24,286.75
9. Balance to Finish, Plus Retainage.....	\$27,240.00
(Line 3 Less Line 6)	

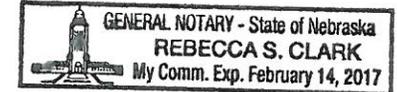
THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir Date: 10/1/14  
J. Adam Muir, Vice President

State of: **Nebraska**  
County of: **Lancaster**  
Subscribed and Sworn to Before  
me this 1st day of Oct 2014

Notary Public: Rebecca S. Clark  
My Commission expires: 2-14-17



**Architect's Certificate for Payment.**

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified..... \$24,286.75

(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)  
ARCHITECT:

By: Susan J. Kronenfeld P.E. Date: 2 Oct 2014

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

Michael Hill 10-8-14

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	\$0.00	\$0.00
Total Approved This Month	\$0.00	\$0.00
Totals	\$0.00	\$0.00
Net Change by Change Orders >>>>	\$0.00	

RECEIVED

OCT 10 2014

LANCASTER COUNTY BOARD



# Police Garage

635 J Street  
Lincoln, NE 68508

DATE: October 3, 2014  
INV 65489

Bill To  
Lancaster County Corrections

DESCRIPTION	AMOUNT
2002 Malibu # 1G1ND52JX2M605242	3,000.00
<b>TOTAL</b>	<b>\$ 3,000.00</b>

If you have any questions concerning this invoice, contact Beth Kohl 441-6536

**THANK YOU FOR YOUR BUSINESS!**



# Deposit Placement Agreement and Custodial Agreement Template

For Use When Both ICS Options, Demand and Savings, Are Offered

To: ICS Regular Participating Institution  
From: Promontory Interfinancial Network, LLC

The ICS Participating Institution Agreement (the "PIA") requires that, before placing funds for a Depositor as a Relationship Institution, you enter into an ICS Deposit Placement Agreement (a "DPA") with the Depositor. We attach a form of DPA for use by Regular Participating Institutions that offer both the ICS demand option and the ICS savings option (the "DPA Form"). Trust companies that participate in ICS as Special Participating Institutions will use a different form of DPA, as will Regular Participating Institutions that offer only one of the two options. The PIA, which includes the ICS Policies and Procedures Appendix ("PPA"), governs the use of the DPA Form. Terms used in this memorandum have the meanings, if any, given them in the PIA. This memorandum is provided for convenience only and does not modify or supersede the PIA.

## *Required Use of DPA Form*

The version number of the attached DPA Form is identified below and on the DPA Form. As a Regular Participating Institution, when you enter into a DPA with a Depositor, you are required to use the then-current DPA Form that is posted on the Promontory Transaction and Reporting Portal (the "Portal"). You may add your identifying information to the DPA Form and modify or replace Schedules 1 and 2 in accordance with the PIA as outlined below, but you may not otherwise modify the DPA Form. If you modify or replace Schedule 1 or Schedule 2, you must ensure that the version you use is consistent with all other provisions of the DPA.

## *Schedules 1 and 2*

The DPA Form contains several alternative templates for Schedule 1, which provides information relating to Program Deposits and Program Withdrawals. Templates 1 and 2 for Schedule 1 are for use with automated sweep arrangements in which the Triggering Events for Program Deposits and Program Withdrawals are specified changes in the Transaction Account balance. Templates 3a and 3b for Schedule 1 are for use with arrangements in which the Triggering Event is a customer request. Template 3a provides that Same-Day Program Deposits and Same-Day Program Withdrawals are available, and Template 3b provides that they are not. You are responsible for ensuring that Schedule 1 accurately describes the process you will follow.

The DPA Form also contains Schedule 2, which relates to the insured status of funds in the Transaction Account. If Schedule 2 in the DPA Form does not accurately describe the Transaction Account that you will establish and associated risks relating to its insured status, you are required to modify Schedule 2 to ensure that it accurately describes the Transaction Account and such risks.

## *Interest Rate*

Section 2.1(c) of the DPA Form states, in part:

The interest rate for all of your Deposit Accounts of a particular type (i.e., DDA or MMDA) at all Destination Institutions on any day will be the then-current rate we establish, which may be any rate (including zero) and which we may modify at any time (the "Interest Rate"). We may establish different interest Rates for the ICS demand option and the ICS savings option.

You may not offer or promise your Depositor any particular interest rate. In particular, you may not promise that the Interest Rate or Interest Rates will be any particular rate or that any Interest Rate that may be effective at a given time will be effective at a later time, and you may not enter into a side letter or other side agreement in which you make any such promise. The obligation to pay interest is solely an obligation of the Destination Institution. In addition, if you use ICS One-Way Sell, the Interest Rate cannot be greater than the One-Way Sell Rate (as defined in the PPA).

## *Third-Party Arrangements*

The DPA Form does not address any third-party arrangement you may have relating to ICS, including any arrangement for a third party to refer prospective customers to you. If you have a third-party arrangement relating to ICS, you should review with your legal advisor whether a disclosure to Depositors is required.

## *Custodial Agreement*

The PIA also requires that you enter into a custodial agreement with the Depositor (a "Custodial Agreement"). We attach a sample template for the Custodial Agreement (the "Custodial Agreement Template"). Although a Custodial Agreement is necessary, you are not required to use the

Custodial Agreement Template. Before using it, you should ensure that it complies with the laws of your state. Alternatively, you may wish to use your own form of custodial agreement. Please note:

- The Custodial Agreement Template covers deposits placed through CDARS® as well as deposits placed through ICS.
- The Custodial Agreement Template is not designed for use with an Individual Retirement Account.
- You may wish to include in your Custodial Agreement your standard dispute resolution, arbitration, choice of law, venue, waiver of jury trial, and costs related to disputes provisions.

Under Section 3.4 of the DPA Form, if you use certain of the templates provided for Schedule 1 without modification, you agree that you will or that you may advance to the Depositor certain amounts from the Deposit Accounts pending ICS Settlement. Section 3.4 of the DPA Form contains language stating that you will have a security interest for any such amounts. You are responsible, however, for including in the Custodial Agreement any other or additional language that may be necessary under the state law applicable to your agreements to give rise to an enforceable security interest.



# Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "Agreement") with [First State Bank NE] ("we" or "us"). This Agreement states the terms and conditions on which we (as your "Relationship Institution") will transfer, or "sweep," funds from transaction accounts that you (as the "Depositor") maintain with us (each a "Transaction Account"). The funds will be placed in deposit accounts at other depository institutions (each a "Destination Institution"), the deposits of which are insured by the Federal Deposit Insurance Corporation ("FDIC").

We will endeavor to place your funds at Destination Institutions using ICS<sup>SM</sup>, the Insured Cash Sweep<sup>®</sup> service of Promontory Interfinancial Network, LLC ("Promontory"). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (your "Deposit Accounts" and each a "Deposit Account") will not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), currently \$250,000,<sup>1</sup> at any one Destination Institution.

We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("DCP"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits on the DCP and by email.

Funds in your Deposit Accounts will be "deposits," as defined by federal law,<sup>2</sup> at the Destination Institutions.

We offer both the ICS demand option and the ICS savings option. Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS demand option will be a demand deposit account ("DDA"). Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS savings option will be a money market deposit account ("MMDA"). With the ICS demand option, you are permitted unlimited withdrawals. With the ICS savings option, you are permitted up to six withdrawals each month.

## 1. Your Relationship With Us

### 1.1. Agency and Custodial Relationship

(a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the "Custodial Agreement"), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon ("BNY Mellon") will act as our sub-custodian,

settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit Accounts are established, maintaining certain deposit account records for those Destination Institutions.

(b) Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through ICS and any interest on those funds.

(c) As more fully described below, our proposed placements of your funds in Deposit Accounts at Destination Institutions will be available to you in advance on the DCP to approve or reject on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "Business Day"). We have entered into an agreement with Promontory to use ICS for proposed allocation of funds to Destination Institutions that have also entered into agreements with Promontory. In doing so we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

\*\* See attached addendum 1.2 (a)\*\*

### 1.2. Termination of Custodial Relationship

~~BS X~~ Either you or we may terminate your participation in ICS at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to your compliance with its customer identification policies.

(b) If you have a Deposit Account recorded in your name on the books of a Destination Institution, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us. After your Deposit Account has been recorded in your name on the books of the Destination Institution, the interest

<sup>1</sup> 12 C.F.R. § 330.1(n).

<sup>2</sup> 12 U.S.C. § 1813(l).

rate applicable to the Deposit Account will be the interest rate that the Destination Institution is willing to offer you.

## 2. Your Deposits at Destination Institutions

\*\* see attached addendum 2.1 (b)  
2.1. The Deposit Accounts and the Interest Rate

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, custodial accounts (each an "ICS Custodial Account") in which we will hold your interests with respect to the Deposit Accounts. We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may permit you to have multiple ICS Custodial Accounts for your business purposes with either option, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

~~RS Del~~ In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of that Destination Institution. The interest rate for all of your Deposit Accounts of a particular type (i.e., DDA or MMDA) at all Destination Institutions on any day will be the then-current rate we establish, which may be any rate (including zero) and which we may modify at any time (the "Interest Rate"). We may establish different Interest Rates for the ICS demand option and the ICS savings option. Through your continued participation in ICS, you accept the Interest Rate or Interest Rates.

(d) We do not offer or promise you any particular interest rate. In particular, we do not promise you that the Interest Rate or Interest Rates will be any particular rate or that any Interest Rate that may be effective at a given time will be effective at a later time. The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Any claim for payment of accrued interest is enforceable solely against the Destination Institution, not against us, and we will have no debt to you for any such amount.

### 2.2. Balances and Statements

(a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "Program Balance") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of net payments to and from

ICS participating institutions through BNY Mellon ("ICS Settlement") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

(b) For each ICS Custodial Account, we will send you periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "Statement Period Yield"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

## 3. Program Deposits and Program Withdrawals

### 3.1. Triggering Events

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a "Program Deposit") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a "Program Withdrawal").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "Triggering Event") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

### 3.2. Program Deposits

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the insured status of funds in the Transaction Account.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Deposit").

(c) Schedule 1 states whether the transfer of funds to your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "Same-Day Deposit Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time

will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may not transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

### 3.3. Program Withdrawals; Advances

(a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "Regular Program Withdrawal"). If the Triggering Event occurs on the last Business Day of a month, the Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "Same-Day Withdrawal Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

### 3.4. Advances; Security Interest in Deposit Accounts

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 3.4(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC

insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor other kinds of debit transactions in the Transaction Account in accordance with the separate agreement.

## 4. Program Withdrawal Limit

### 4.1. Program Withdrawal Considerations

(a) With the ICS demand option, you may make unlimited Program Withdrawals. With the ICS savings option, you may use up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

(b) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(c) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(d) With the ICS savings option, if Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

### 4.2. Excess Program Withdrawals

(a) The consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Schedule 1, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 4.2(b) (a "Reallocation Instruction").

(b) If you give us a Reallocation Instruction in Schedule 1, the following provision will apply with respect to each ICS Custodial Account:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction in Schedule 1, the following provision will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account for the remainder of a month, no Program Deposits for the ICS savings option will occur before the end of the month. If the ICS Custodial Account has become ineligible for the ICS savings option, no Program Deposits for the ICS savings option will occur during the period of ineligibility.

## 5. Daily Allocation and Depositor Control

### 5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects considerations such as the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Destination Institution may have agreed to receive. At any Destination Institution, these amounts may change from day to day. Accordingly, subject to the procedures described in this Section 5, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the placement of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed placements that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not place your funds at Destination Institutions that you exclude or reject in the manner described below, you authorize and consent to the placement of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

### 5.2. *Destination Institution Exclusions*

(a) We will not place your funds at any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "List of Exclusions").

(b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our placements of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

### 5.3. Depositor Control Panel

(a) Promontory will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

### 5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, we will not place your funds at the Destination Institution that day at ICS Settlement if you reject it that day during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of proposed placements of your funds at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed placements and your funds will be placed in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving placement at Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions at which your funds could be placed (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the placement of your funds at any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving placement at listed Destination Institutions that you do not reject. We may place your funds at any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future placements, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be placed at Destination Institutions on any particular day, even if they were placed at Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be placed. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

## 6. FDIC Insurance Considerations

\*\* see attached addendum 6.1 (b)  
6.1. Deposit Insurance Coverage

(a) You may obtain information about deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("TIN") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

~~BS X~~ The Transaction Account balance, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

(c) The requirements for deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

6.2. Deposit Insurance Payments

(a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

(b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.

(c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment. Nor will Promontory or BNY Mellon have any such obligation.

6.3. Responsibility to Monitor Deposits; Publicly Available Information

(a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that placements of your funds are consistent with your exclusions and rejections by visiting the DCP and viewing the placements of your funds at Destination Institutions, recognizing that the funds could be placed at different Destination Institutions on any Business Day.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx). We do not guarantee, and neither Promontory nor BNY Mellon guarantees, the financial condition of any Destination Institution or the accuracy of any financial information about any Destination Institution.

7. Our Participation in ICS

\*\* see attached addendum 7.1 (a)

7.1. Reciprocal and One-Way

~~BS X~~ We may participate in ICS through one or both of two different forms of the service. When we use the form known as ICS Reciprocal, we place deposits for our customers and receive deposits placed by other participating financial institutions for their customers. In ICS Reciprocal, we do not receive a fee, but pay a fee to Promontory. When we use the form known as ICS One-Way, we do not receive deposits placed by other institutions or pay a fee to Promontory, but we and Promontory may receive fees from Destination Institutions. The fees may be different for different Destination Institutions.

(b) The interest you receive on all your Deposit Accounts will be at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way. It is possible, however, that the Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. Whether we use ICS Reciprocal or ICS One-Way, however, you will not pay a fee for the placement of your funds through ICS.

\*\* see attached addendum 7.2 (b)

7.2. Approved Use

(a) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the interest rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.

~~BS X~~ If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining

~~whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.~~

## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

(b) The Interest Rate or Interest Rates for your Deposit Accounts may be higher or lower than interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) Promontory may offer us and our employees non-cash incentives in connection with our placement of funds.

### 8.2. Allocation Considerations and Compensatory Payments

(a) The ICS allocation process does or may reflect, in addition to enabling Destination Institutions to receive deposits in certain amounts, various other considerations, including considerations of applicable law, Promontory's objectives, and other matters. Promontory may allocate funds in a manner that enhances Promontory's profits, our profits, or both.

(b) When we use ICS Reciprocal, we may make compensatory payments to, or receive compensatory payments from, other ICS participating institutions reflecting the difference between the applicable Interest Rate and the rate at which we pay interest on deposit accounts that we have established as a Destination Institution for customers of other ICS participating institutions. These payments are intended to provide us with an interest cost on the deposit accounts of the customers of the other institutions that is the same as the cost we would have incurred if we had paid interest on those deposit accounts at the applicable Interest Rate at which you receive interest for your Deposit Accounts. If we have been making such compensatory payments and you have your Deposit Account recorded in your name on the books of a Destination Institution as described in Section 1.2, the interest rate at which the Destination Institution is willing to pay you interest on the account may be lower than the Interest Rate.

(c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have your funds returned to you.

### 8.3. Mutual Institution Voting and Subscription Rights

(a) If your funds are placed in a Deposit Account at a Destination Institution in the mutual form of organization, you may receive through us a notice of a meeting of the depositor members of that mutual institution. Because your Deposit Account will be

identified on the books of the mutual institution in the name of the sub-custodian and not in your name, you will not have the opportunity to attend the meeting or vote by proxy, and you hereby waive any such rights. The sub-custodian has agreed that it will forward meeting notices to us (for delivery to you), but the sub-custodian will not attend the meeting or vote by proxy.

(b) It is possible that the mutual institution also may send notice of its intention to convert to a stock institution and provide for priority, non-transferable subscription rights for depositor members of the mutual institution to purchase stock in the conversion. Because your Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name, you will not have the opportunity to exercise any subscription right to purchase the stock or to vote on the conversion, and you hereby waive any such rights. The sub-custodian also will not purchase any stock in the conversion.

(c) If you wish to receive meeting notices directly, attend meetings, and vote (to convert from the mutual to stock form of ownership, form a mutual holding company, or otherwise) with respect to your Deposit Account at a Destination Institution that is a mutual institution, or if you wish to receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

## 9. Other Provisions

### 9.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN, and other pertinent identifying information ("*Identifying Information*") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. We may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we and other Service Providers may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) We will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any Identifying Information except as permitted by this Section 9.1.

\*\* see attached addendum 9.2 (b) & (c)

### 9.2. Liability and Dispute Resolution

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We

are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c). IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

~~BS X~~ SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND PROMONTORY AND BNY MELLON WILL NOT BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), OR (II) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS

\*\* see attached addendum  
-adding 8-11

RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

\*\* see attached addendum 9.3 (c)  
9.3. Miscellaneous

(a) This Agreement constitutes the entire agreement between us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9 will survive termination.

~~BS X~~ Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are for convenience only, and are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

**RELATIONSHIP INSTITUTION**

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

Date signed: \_\_\_\_\_

**SOLE OR PRIMARY DEPOSITOR**

Depositor name: Lancaster County Correctional Facility JPA

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or other numeric identifier (and type):  
35-2355660

Email address: mraphael@lancaster.ne.gov

Date signed: \_\_\_\_\_

**ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT**

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other numeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_ @ \_\_\_\_\_

Date signed: \_\_\_\_\_

(Add signature lines as needed.)

## ADDENDUM

1. **Section 1.2 Termination of Custodial Relationship, subsection (a):** Upon termination, the County should seek to retain its ability to transfer its Deposit Accounts to another custodian. Please request that subsection (a) be replaced with the following language:

(a) Either you or we may terminate your participation in ICS at any time. You may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to your compliance with its customer identification policies.
2. **Section 2.1 The Deposit Accounts and the Interest Rate, subsection (b):** The County cannot agree to give seven days notice before any withdrawal from an MMDA. Per Neb. Rev. Stat. Section 77-2313, all deposits shall be subject to payment on demand of the treasurer. Please delete Section 2.1, subsection (b).
3. **Section 6.1 Deposit Insurance Coverage, subsection (b):** Pursuant to state law, the County cannot accept the risk associated with uninsured deposits. In accordance with Schedule 2 of the DPA, the County would like to make arrangements with BANK to have such funds collateralized, protected by a properly-executed rep sweep arrangement, or otherwise adequately protected in a manner consistent with applicable law. Said arrangement would need to be memorialized as part of the DPA.
4. **Section 7.1 Reciprocal and One-Way, subsection (a) and Section 7.2 Approved Use, subsection (b):** Pursuant to state law, the County cannot participate in one-way transaction. This information shall be indicated on Schedule 4 of the DPA.
5. **Section 9.2 Liability and Dispute Resolution, subsection (b):** Please delete (ii) from subsection (b). The County should seek to retain all of its affirmative defenses, rights, and remedies at law, and should not limit its liability.
6. **Section 9.2 Liability and Dispute Resolution, subsection (c):** Please delete subsection (c). The County should seek to retain all of its affirmative defenses, rights, and remedies at law, and should not limit its liability. Our office normally advises against binding

mediation or arbitration.

7. **Section 9.3 Miscellaneous, subsection (c):** All amendments to the DPA should be in writing and mutually agreed upon by both parties. Please replace subsection (c) with the following language:

(c) Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. The Agreement, including any Schedule, may be amended upon the mutual written agreement of the parties.

8. The County would ask for a mutual hold harmless provision. **Please add the following language to the Deposit Placement Agreement:**

Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including, any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

9. **Please add the following language to the Deposit Placement Agreement:**

This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

10. **Please add the following language to the Deposit Placement Agreement:**

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of BANK shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of BANK. BANK and the County shall be responsible to their respective employees for all salaries and benefits. Neither BANK's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or

injury leave. BANK and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation. The parties shall further assume full responsibility for payment of any and all expenses or related costs associated with, or arising from, any injury to its employees that may arise in the course of performing this Agreement.

11. **Please add the following language to the Deposit Placement Agreement:**

Both parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. **On any day the FDIC SMDIA is exceeded, the bank will collateralize County funds on deposit as required by Nebraska State Statutes prior to the close of the banking business day.**

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) The Same-Day Deposit Cutoff Time and the Same-Day Withdrawal Cutoff Time are as follows:

9 : 30	A.M.	Eastern / Central / Mountain / Pacific (circle one)
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(b) Reallocation Instruction:

If you check this box, you are giving us a Reallocation Instruction as specified in Section 4.2(b).

If you check this box, you are not giving us a Reallocation Instruction.

2. Program Deposits

(a) For the ICS demand option and for the ICS savings option, the Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts of the applicable type (DDA for the ICS demand option, MMDA for the ICS savings option) at ICS Settlement on the next Business Day.

(b) For the ICS demand option and for the ICS savings option, the Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts of the applicable type (DDA for the ICS demand option, MMDA for the ICS savings option) at ICS Settlement later the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to your Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) For the ICS demand option and for the ICS savings option, the Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts of the applicable type (DDA for the ICS demand option, MMDA for the ICS savings option) at ICS Settlement on the next Business Day.

(b) For the ICS demand option and for the ICS savings option, the Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts of the applicable type (DDA for the ICS demand option, MMDA for the ICS savings option) at ICS Settlement later the same Business Day.

(c) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, after we have received and accepted your Program Withdrawal request, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds the Transaction Account balance.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

## SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

### Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four digits of the TIN or other numeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

12:00 noon to 12:30 P.M. Eastern time
---------------------------------------

We may change the DPR period by posting notice on the DCP in advance of the change.

**SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT**

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both in connection with our placement of your funds.

If you check this box, we will use only ICS Reciprocal in connection with our placement of your funds.

2. List of Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Name of Institution	City and State	FDIC Certificate Number or Routing Number (optional)
<i>See attached Exhibit #1</i>		

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement Template

## CUSTODIAL AGREEMENT

You, the undersigned, enter into this Custodial Agreement (this "Agreement") with First State Bank NJ ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "Relationship Institution") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS<sup>®</sup>, the Certificate of Deposit Account Registry Service<sup>®</sup>, or ICS<sup>SM</sup>, the Insured Cash Sweep<sup>®</sup> service (collectively, the "Deposit Accounts") and all your security entitlements and other related interests and assets with respect to your Deposit Accounts (collectively, the "Related Entitlements"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as adopted in Nebraska (the "UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

\*\* see attached addendum for #6 \*\*

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Andy Stelzberg	County Treasurer
William Janoff	Chief Deputy Treasurer
Michelle Raphael	Accountant
Candace Meredith	Real Estate Supervisor

By signing below, you and we agree to be legally bound by this Custodial Agreement.

**RELATIONSHIP INSTITUTION**

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

Date signed: \_\_\_\_\_

**SOLE OR PRIMARY DEPOSITOR**

Depositor name: Lancaster County Correctional Facility  
JPA

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or other numeric identifier (and type):  
35-2595660

Email address: mraphael@lancaster.ne.gov

Date signed: \_\_\_\_\_

**ADDITIONAL DEPOSITOR(S) IF JOINT ACCOUNT**

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other numeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_ @ \_\_\_\_\_

Date signed: \_\_\_\_\_

(Add signature lines as needed.)

Exhibit 1

The following list represents the insured institutions at which Lancaster County does not want to make a deposit. The below listing replaces SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT, 2. List of Exclusions.

Bank Name	City State Zip	FDIC Certificate #
American National Bank	All cities/states.	19300
Bank of the West	All cities/states.	23210
Cattle National Bank & Trust Company	Lincoln, NE	5472
Cornhusker Bank	Lincoln, NE	14264
Farmers & Merchants Bank	Milford, NE	16810
First National Bank of Omaha	All cities/states.	5452
First Nebraska Bank	Valley, NE	12248
First State Bank	All cities/states.	13868
Frontier Bank	Lincoln, NE	15545
Great Western Bank	All cities/states.	15289
Horizon Bank	Waverly, NE	14327
Midwest Bank	Lincoln, NE	
Mutual Of Omaha Bank	All cities/states.	32325
Nebraska Bank of Commerce	Lincoln, NE	58724
Nebraska Public Agency Investment Trust	Lincoln, NE	
Pinnacle Bank	All cities/states.	10634
Security First	All cities/states.	5415
UMB, N.A.	All cities/states.	8273
Union Bank	All cities/states.	13421
US Bank	All cities/states.	6548
Wells Fargo Bank	All cities/states.	3511
West Gate Bank	Lincoln, NE	19850