

TRUST ACCOUNT AGREEMENT

This Trust Account Agreement (this "*Agreement*") is made by and between the Customer shown on the signature page of this Agreement ("*Customer*") and Bank of Utah, as depository and settlement agent (the "*Bank*").

WHEREAS, Customer wishes to establish a trust account with the Bank of Utah to automate the collection of payments, and Bank of Utah provides trust services, the parties agree as follows:

Section 1. *Appointment of Bank.* Customer hereby appoints the Bank to serve as its trust agent for the collection, deposit and settlement of payments to and on behalf of Customer (the "*Customer Transactions*"). The Bank shall establish a trust account (the "*Trust Account*") at the Bank for the benefit of Customer, as well as merchant accounts with the Bank as merchant of record and demand deposit accounts with the Bank as account holder for deposit of cash from the collection kiosks to facilitate Customer Transactions. The Bank is hereby instructed to collect payments on behalf of Customer through the merchant accounts and kiosks and hold such funds in the Trust Account for the benefit of Customer (the "*Funds*") in accordance with this Agreement.

Section 2. *Distribution of Funds.* The Bank shall credit the Trust Account pursuant to real-time electronic instructions received from Customer through Customer's designated reporting system showing credits to Customer and third party fees collected (the "*Customer Instructions*"). Customer is solely responsible to ensure that the Customer Transactions are properly recorded and the Customer Instructions are correctly transmitted to the Bank. The Bank shall remit funds in the Trust Account to Customer pursuant to Customer's written remittance directions attached as Exhibit A to this Agreement (the "*Remittance Directions*"). Customer represents and acknowledges that all Customer Instructions and Remittance Directions received by the Bank shall be deemed authorized by Customer, and Customer authorizes the Bank to rely upon and follow the Customer Instructions and the Remittance Directions without further investigation or authorization from Customer. Customer may modify the Remittance Directions on 10 days' written notice by providing a new Remittance Directions form to the Bank that is substantially similar to that attached hereto as Exhibit A, signed by a duly authorized signatory of Customer. Customer shall provide the Bank online access to Customer's designated reporting system.

Section 3. *Investment of Funds and Fees.* Customer acknowledges that (a) because the Funds will be remitted to Customer on a regular basis, the Funds will be held in an FDIC-insured, non-interest bearing account; (b) the Funds in the Trust Account may be commingled with other funds held by the Bank, provided that the Funds are at all times identified as being held in trust for the benefit of Customer; (c) Customer shall be responsible to ensure that Customer's Funds in the Trust Account do not exceed the dollar limit for FDIC insurance coverage, currently at \$250,000; and (d) deposits into the Trust Account shall not include third party convenience fees charged to the payors and such amounts are not included in the Funds. Customer acknowledges that it has reviewed and approved any such third party convenience fees, and that the Bank and all third party vendors will be paid for their services from such fees. Customer instructs Bank to pay the approved third party vendors all fees stated in Exhibit B.

Section 4. *Duties of the Bank.* On behalf of Customer, the Bank hereby agrees (a) to open merchant accounts, demand deposit accounts in close proximity to Customer, and the Trust Account at the Bank to receive cash, credit, debit and other payments acceptable to Bank as requested by Customer; (b) to empty the funds from the collection kiosks and deposit such funds to the Trust Account; and (c) to hold the Funds in trust for the benefit of Customer in accordance with the Customer Instructions and the terms of this Agreement.

Section 5. *Limitations of Bank Liability.* The Bank shall have no responsibility or liability: (a) for

FILED

FEB 23 2015

MARY JO SPINO
COUNTY CLERK

any Funds from Customer Transactions unless and until such Funds have been actually deposited into the Trust Account, deposited into a demand deposit account controlled by the Bank, received by a collection kiosk controlled by the Bank or submitted to the Bank's merchant account; (b) to authorize transfers to Customers in excess of the positive balance in the Trust Account; (c) to transfer or pay Funds to Customer other than by ACH transfer; (d) to invest any Funds other than in an FDIC insured, non-interest bearing trust account; (e) to deposit the Funds in a segregated account; (f) to audit or otherwise verify any information received from Customer's reporting system regarding the Customer Transactions; (g) for forged, counterfeit, stolen, unauthorized, fraudulent, illegal or otherwise uncollectible Funds or Customer Transactions, or Funds required by applicable law to be repaid to any party other than Customer; (h) for mechanical, electronic or other software or hardware problems related to the kiosks, websites and other services utilized by Customer; (i) negligence or intentional acts of any Customer-approved third party vendor or service provider; (j) for any change in the authorization of any person designated by Customer to give instructions hereunder unless such change is provided to the Bank pursuant to new Remittance Directions; (k) to report or pay any fees or taxes on behalf of Customer; (l) to institute, appear in or defend any proceeding of any kind with respect to the Funds unless and until the Bank shall have received written instructions from Customer to do so, and Customer shall have advanced or guaranteed funds sufficient to pay any reasonable expenses incident thereto; or (m) for any other action taken by the Bank in good faith, except in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its trustee duties hereunder, or in the case of the failure of the Bank to use ordinary care in the disbursement of Funds in accordance with the terms of this Agreement. The Bank's liability to Customer for the actions of any Customer-approved third party vendor or service provider of the Bank servicing the kiosks shall be limited to the proceeds of any insurance policies or escrowed cash reserves maintained by the Bank to cover such services, which insurance or reserve shall not be less than average aggregate cash balance of Customer's kiosks.

Section 6. Further Rights and Duties of the Bank.

(a) The Bank shall be obligated to perform only such duties as are expressly set forth in this Agreement. No implied covenants or obligations shall be inferred from this Agreement against the Bank, nor shall the Bank be bound by the provisions of any agreement between Customer and any other third party. The Bank may act pursuant to the advice of counsel chosen by it with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice. The Bank may rely conclusively on any instruction, notice, certificate, statement, report or other document (both as to its due execution and the validity, and as to the truth of any information therein), which is believed by the Bank, in good faith, to be genuine and to be signed or presented by the proper persons.

(b) In the event of ambiguity in the provisions governing the Funds or uncertainty on the part of the Bank as to how to proceed, such that the Bank, in its judgment, deems it necessary for its protection to do so, the Bank may refrain from taking any action other than: (i) to retain custody of the Funds deposited hereunder until it shall have received written instructions, which in the judgment of the Bank clarify the ambiguity; or (ii) to deposit the Funds with a court of competent jurisdiction and thereupon to have no further duties or responsibilities in connection therewith.

(c) In no event shall the Bank be responsible or liable for (i) special, indirect, or consequential loss or damage of any kind whatsoever irrespective of whether the Bank has been advised of the likelihood of such loss or damage and regardless of the form of action or (ii) any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(d) In no event shall the Bank be responsible or liable to verify, document or report (i) the identity of any person that makes a payment in cash in excess of the amount subject to cash transaction reporting (Cash Transaction Reports) or (ii) the identity of any person that makes a payment subject to suspicious activity reporting (Suspicious Activity Reports). Customer shall be solely responsible to verify, document and report any such activity.

Section 7. Resignation of the Bank. The Bank may resign by giving a 180 day written notice to Customer. Such resignation shall take effect upon delivery of the Funds, and all documentation relating thereto in possession of the Bank, to a successor trustee, and the Bank shall thereupon be discharged from all obligations under this Agreement, and shall have no further duties or responsibilities in connection herewith. If after 180 days from the date of delivery of its written notice of intent to resign, the Bank has not received a written designation of a successor, the Bank's sole responsibility shall be in its sole discretion either to retain custody of the Funds without any obligation to invest or reinvest any such Funds until it receives such designation, or to apply to a court of competent jurisdiction for appointment of a successor and after such appointment to have no further duties or responsibilities in connection herewith.

Section 8. Termination of Agreement. This Agreement shall terminate at such time as the Bank has completed the liquidation of the Trust Account in accordance with this Agreement. Sections 5, 6 and 9 shall survive the termination of this Agreement.

Section 9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts formed and to be performed entirely within the State of Utah, without regard to the conflict of law provisions thereof. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the Jackson County, Missouri for purposes of resolving any disputes hereunder.

(b) This Agreement may be executed in several counterparts, each one of which shall constitute an original, and together shall constitute but one instrument.

(c) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement may only be waived, amended or modified by a writing signed by each of the parties hereto; provided that the Bank may from time to time make modifications or amendments to this Agreement that do not materially alter the terms hereof in order to comply with applicable laws, regulations and banking policies by providing 10 days' prior written notice of such modification or amendment to Customer.

(d) Any notice, consent or request to be given in connection with this Agreement shall be in writing and shall be sent by overnight delivery service, by certified mail (return receipt requested), or by hand delivery (i) if to Customer, to the address shown on the Remittance Directions and (ii) if to the Bank, to Bank of Utah Trust Department, Attn: C. Scott Nielson, 200 East South Temple, Suite 210, Salt Lake City, Utah 84111.

(e) This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties' respective successors and assigns, including any successive holder of all or any part of the Funds in the Trust Account.


(f) Nothing in this Agreement, whether expressed or implied, shall be construed to give any person other than Customer and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

Signatures Page Follows

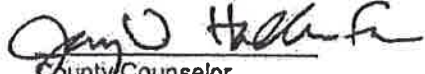
CONFIDENTIAL

IN WITNESS WHEREOF, the parties have duly executed this Trust Account Agreement as of the date below.

CUSTOMER NAME: Jackson County, MO

By: 
Name: **Q. Troy Thomas,**
Title: **Director of Finance and Purchasing**


APPROVED AS TO FORM


County Counselor

BANK OF UTAH

ATTEST:


Clerk of the County Legislature

By: 
Name: _____
Title: **Arge Feotis**
Asst Vice President

Dated as of: February 10, 2015

TRUST ACCOUNT AGREEMENT

This Trust Account Agreement (this "*Agreement*") is made by and between the Customer shown on the signature page of this Agreement ("*Customer*") and Bank of Utah, as depository and settlement agent (the "*Bank*").

WHEREAS, Customer wishes to establish a trust account with the Bank of Utah to automate the collection of payments, and Bank of Utah provides trust services, the parties agree as follows:

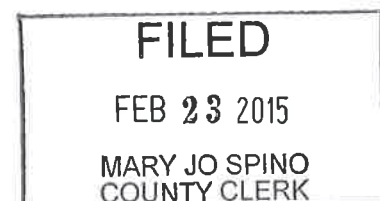
Section 1. *Appointment of Bank.* Customer hereby appoints the Bank to serve as its trust agent for the collection, deposit and settlement of payments to and on behalf of Customer (the "*Customer Transactions*"). The Bank shall establish a trust account (the "*Trust Account*") at the Bank for the benefit of Customer, as well as merchant accounts with the Bank as merchant of record and demand deposit accounts with the Bank as account holder for deposit of cash from the collection kiosks to facilitate Customer Transactions. The Bank is hereby instructed to collect payments on behalf of Customer through the merchant accounts and kiosks and hold such funds in the Trust Account for the benefit of Customer (the "*Funds*") in accordance with this Agreement.

Section 2. *Distribution of Funds.* The Bank shall credit the Trust Account pursuant to real-time electronic instructions received from Customer through Customer's designated reporting system showing credits to Customer and third party fees collected (the "*Customer Instructions*"). Customer is solely responsible to ensure that the Customer Transactions are properly recorded and the Customer Instructions are correctly transmitted to the Bank. The Bank shall remit funds in the Trust Account to Customer pursuant to Customer's written remittance directions attached as Exhibit A to this Agreement (the "*Remittance Directions*"). Customer represents and acknowledges that all Customer Instructions and Remittance Directions received by the Bank shall be deemed authorized by Customer, and Customer authorizes the Bank to rely upon and follow the Customer Instructions and the Remittance Directions without further investigation or authorization from Customer. Customer may modify the Remittance Directions on 10 days' written notice by providing a new Remittance Directions form to the Bank that is substantially similar to that attached hereto as Exhibit A, signed by a duly authorized signatory of Customer. Customer shall provide the Bank online access to Customer's designated reporting system.

Section 3. *Investment of Funds and Fees.* Customer acknowledges that (a) because the Funds will be remitted to Customer on a regular basis, the Funds will be held in an FDIC-insured, non-interest bearing account; (b) the Funds in the Trust Account may be commingled with other funds held by the Bank, provided that the Funds are at all times identified as being held in trust for the benefit of Customer; (c) Customer shall be responsible to ensure that Customer's Funds in the Trust Account do not exceed the dollar limit for FDIC insurance coverage, currently at \$250,000; and (d) deposits into the Trust Account shall not include third party convenience fees charged to the payors and such amounts are not included in the Funds. Customer acknowledges that it has reviewed and approved any such third party convenience fees, and that the Bank and all third party vendors will be paid for their services from such fees. Customer instructs Bank to pay the approved third party vendors all fees stated in Exhibit B.

Section 4. *Duties of the Bank.* On behalf of Customer, the Bank hereby agrees (a) to open merchant accounts, demand deposit accounts in close proximity to Customer, and the Trust Account at the Bank to receive cash, credit, debit and other payments acceptable to Bank as requested by Customer; (b) to empty the funds from the collection kiosks and deposit such funds to the Trust Account; and (c) to hold the Funds in trust for the benefit of Customer in accordance with the Customer Instructions and the terms of this Agreement

Section 5. *Limitations of Bank Liability.* The Bank shall have no responsibility or liability: (a) for



any Funds from Customer Transactions unless and until such Funds have been actually deposited into the Trust Account, deposited into a demand deposit account controlled by the Bank, received by a collection kiosk controlled by the Bank or submitted to the Bank's merchant account; (b) to authorize transfers to Customers in excess of the positive balance in the Trust Account; (c) to transfer or pay Funds to Customer other than by ACH transfer; (d) to invest any Funds other than in an FDIC insured, non-interest bearing trust account; (e) to deposit the Funds in a segregated account; (f) to audit or otherwise verify any information received from Customer's reporting system regarding the Customer Transactions; (g) for forged, counterfeit, stolen, unauthorized, fraudulent, illegal or otherwise uncollectible Funds or Customer Transactions, or Funds required by applicable law to be repaid to any party other than Customer; (h) for mechanical, electronic or other software or hardware problems related to the kiosks, websites and other services utilized by Customer; (i) negligence or intentional acts of any Customer-approved third party vendor or service provider; (j) for any change in the authorization of any person designated by Customer to give instructions hereunder unless such change is provided to the Bank pursuant to new Remittance Directions; (k) to report or pay any fees or taxes on behalf of Customer; (l) to institute, appear in or defend any proceeding of any kind with respect to the Funds unless and until the Bank shall have received written instructions from Customer to do so, and Customer shall have advanced or guaranteed funds sufficient to pay any reasonable expenses incident thereto; or (m) for any other action taken by the Bank in good faith, except in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its trustee duties hereunder, or in the case of the failure of the Bank to use ordinary care in the disbursement of Funds in accordance with the terms of this Agreement. The Bank's liability to Customer for the actions of any Customer-approved third party vendor or service provider of the Bank servicing the kiosks shall be limited to the proceeds of any insurance policies or escrowed cash reserves maintained by the Bank to cover such services, which insurance or reserve shall not be less than average aggregate cash balance of Customer's kiosks.

Section 6. Further Rights and Duties of the Bank.

(a) The Bank shall be obligated to perform only such duties as are expressly set forth in this Agreement. No implied covenants or obligations shall be inferred from this Agreement against the Bank, nor shall the Bank be bound by the provisions of any agreement between Customer and any other third party. The Bank may act pursuant to the advice of counsel chosen by it with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice. The Bank may rely conclusively on any instruction, notice, certificate, statement, report or other document (both as to its due execution and the validity, and as to the truth of any information therein), which is believed by the Bank, in good faith, to be genuine and to be signed or presented by the proper persons.

(b) In the event of ambiguity in the provisions governing the Funds or uncertainty on the part of the Bank as to how to proceed, such that the Bank, in its judgment, deems it necessary for its protection to do so, the Bank may refrain from taking any action other than: (i) to retain custody of the Funds deposited hereunder until it shall have received written instructions, which in the judgment of the Bank clarify the ambiguity; or (ii) to deposit the Funds with a court of competent jurisdiction and thereupon to have no further duties or responsibilities in connection therewith.

(c) In no event shall the Bank be responsible or liable for (i) special, indirect, or consequential loss or damage of any kind whatsoever irrespective of whether the Bank has been advised of the likelihood of such loss or damage and regardless of the form of action or (ii) any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(d) In no event shall the Bank be responsible or liable to verify, document or report (i) the identity of any person that makes a payment in cash in excess of the amount subject to cash transaction reporting (Cash Transaction Reports) or (ii) the identity of any person that makes a payment subject to suspicious activity reporting (Suspicious Activity Reports). Customer shall be solely responsible to verify, document and report any such activity.

Section 7. Resignation of the Bank. The Bank may resign by giving a 180 day written notice to Customer. Such resignation shall take effect upon delivery of the Funds, and all documentation relating thereto in possession of the Bank, to a successor trustee, and the Bank shall thereupon be discharged from all obligations under this Agreement, and shall have no further duties or responsibilities in connection herewith. If after 180 days from the date of delivery of its written notice of intent to resign, the Bank has not received a written designation of a successor, the Bank's sole responsibility shall be in its sole discretion either to retain custody of the Funds without any obligation to invest or reinvest any such Funds until it receives such designation, or to apply to a court of competent jurisdiction for appointment of a successor and after such appointment to have no further duties or responsibilities in connection herewith.

Section 8. Termination of Agreement. This Agreement shall terminate at such time as the Bank has completed the liquidation of the Trust Account in accordance with this Agreement. Sections 5, 6 and 9 shall survive the termination of this Agreement.

Section 9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts formed and to be performed entirely within the State of Utah, without regard to the conflict of law provisions thereof. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the Jackson County, Missouri for purposes of resolving any disputes hereunder.

(b) This Agreement may be executed in several counterparts, each one of which shall constitute an original, and together shall constitute but one instrument.

(c) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement may only be waived, amended or modified by a writing signed by each of the parties hereto; provided that the Bank may from time to time make modifications or amendments to this Agreement that do not materially alter the terms hereof in order to comply with applicable laws, regulations and banking policies by providing 10 days' prior written notice of such modification or amendment to Customer.

(d) Any notice, consent or request to be given in connection with this Agreement shall be in writing and shall be sent by overnight delivery service, by certified mail (return receipt requested), or by hand delivery (i) if to Customer, to the address shown on the Remittance Directions and (ii) if to the Bank, to Bank of Utah Trust Department, Attn: C. Scott Nielson, 200 East South Temple, Suite 210, Salt Lake City, Utah 84111.

(e) This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties' respective successors and assigns, including any successive holder of all or any part of the Funds in the Trust Account.

(f) Nothing in this Agreement, whether expressed or implied, shall be construed to give any person other than Customer and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

Signatures Page Follows

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have duly executed this Trust Account Agreement as of the date below.

CUSTOMER NAME: Jackson County, MO

By:

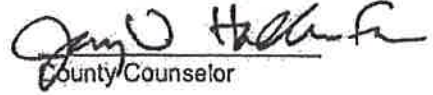
Name:

Title:



**Q. Troy Thomas,
Director of Finance and Purchasing**

APPROVED AS TO FORM


County Counselor

ATTEST:

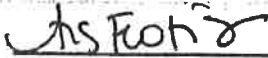

Clerk of the County Legislature

BANK OF UTAH

By:

Name:

Title:



**Arge Feotis
Asst Vice President**

Dated as of: February 10, 2019

EXHIBIT A

CUSTOMER NAME: _____

REMITTANCE DIRECTIONS

[Insert ACH transfer direction]

Transfers to be remitted: ___ Daily ___ Weekly ___ Monthly

The following shall be authorized to act on behalf of Customer:

Name

Title

Name

Title

I authorize the remittance of Funds held in the Trust Account with Bank of Utah in accordance with the foregoing instructions. I agree that the Bank may, but is not required to, follow written or verbal instructions of other officials, representatives and employees of the undersigned Customer without liability to the Bank.

CUSTOMER AUTHORIZATION

By:

Name: _____

Title:

Address:

Jackson Fee Structure

Money Load Kiosk Cash

\$0.00+ = \$3.00

Money Load Kiosk Credit

\$0.00 - \$19.99 = \$3.99

\$20.00 - \$49.99 = \$5.99

\$50.00 - \$99.99 = \$7.99

\$100.00 - \$199.99 = \$9.99

\$200.00+ = 8% of load

Money Load Remote Credit

\$0.00 - \$19.99 = \$3.99

\$20.00 - \$49.99 = \$5.99

\$50.00 - \$99.99 = \$7.99

\$100.00 - \$199.99 = \$9.99

\$200.00+ = 8% of load

Call Center Fees - \$2 additional charge for call center assistance

Booking

No fees

Bail Kiosk Cash

\$0.00 - \$2000.00 = \$10.00 plus 5% of load

\$2000.01+ = 5% of load

Bail Kiosk Credit

\$0.00 - \$2000.00 = \$10.00 plus 8% of load

\$2000.01+ = 8% of load

Bail Remote Credit

\$0.00 - \$2000.00 = \$10.00 plus 8% of load

\$2000.01+ = 8% of load

Call Center Fees - \$2 additional charge for call center assistance