



## COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12  
BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

April 16, 2013

MEMBERS

DIST. 1. FRANK BURT, JR.  
2. ROBERT E. (BOB) JAMES  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

Mr. David S. Harry  
Inside Sales Specialist  
Brink's U.S.  
A Division of Brink's, Incorporated  
555 Dividend Drive  
Coppell, Texas 75019

**RE: Services Agreement between Brink's U.S., a Division of Brink's Incorporated (Brink's) and Baldwin County Commission - Finance and Accounting and Solid Waste Departments**

Dear Mr. Harry:

The Baldwin County Commission, during its regularly scheduled meeting held on April 16, 2013, approved the *Services Agreement*, between Brink's U.S., a Division of Brink's Incorporated (Brink's) and the Baldwin County Commission, related to (Finance and Accounting and Solid Waste Departments) armored transportation services of public funds. This *Agreement* is for one (1) year and shall automatically renew from year to year until cancelled, by either party, on a least sixty (60) days written notice prior to the anniversary date.

Enclosed is the **fully executed copy** of the *Services Agreement*, for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

TUCKER DORSEY, Chairman  
Baldwin County Commission

TD/met Item HA1

cc: Kim Creech

ENCLOSURE



## SERVICES AGREEMENT

AGREEMENT NO. 1000020762

**THIS SERVICES AGREEMENT** (together with Attachment(s), the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated ("Brink's")**, a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and **BALDWIN COUNTY COMMISSION ("Customer")** with offices located at 312 Courthouse Sq, SUITE 11, Bay Minette, AL-36507-4809 is entered into this 16 day of Apr, 2013.

### I. DEFINITIONS

- "Attachment" means any rider, schedule, exhibit, amendment or other addendum incorporated into this Agreement.
- "Business Days" means Monday through Friday except holidays observed by the Facility performing Services hereunder.
- "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
- "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- "Loss" means any loss of, damage, theft or destruction to Property.
- "Maximum Liability Amount" is means the total liability assumed by Brink's for a Loss of all or part of a Shipment, as specified in the Attachment(s).
- "Pick-Up Location" means the location designated by Customer in an Attachment as the place where Brink's is to receive Shipments.
- "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
- "Rates" means the charges for Services as listed in the Attachment(s).
- "Services" means armored transportation and related services to be provided to Customer as described in Section II below.
- "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

### II. BRINK'S RESPONSIBILITIES

- Brink's shall: (a) arrive at the Pick-Up Locations to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in the Agreement. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Services will be performed on Business Days, unless otherwise specified in the Attachments.

### III. CUSTOMER'S RESPONSIBILITIES

- Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.
- The locations serviced under this Agreement, whether listed in an Attachment or otherwise, shall not be deleted from service by Customer during the term of this Agreement unless such Location is permanently closed or sold.

### IV. CHARGES AND PAYMENT

- Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates plus all applicable Federal, State and local taxes. The Rates may be amended by Brink's via Invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of 1 1/4% per month or the maximum rate allowed by law.
- Brink's may increase Rates effective January 1 of each year of this Agreement, or upon written communication in the event of a change in economic conditions that increases Brink's operating costs.
- In addition to the other charges specified in this Agreement, Customer will pay a fuel surcharge which will be adjusted from month to month as described in the applicable Attachment.
- Customer shall pay Brink's for all changes in scope of Services whether requested by Customer in writing or verbally.

### V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- Brink's liability for any of its obligations under this Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: Maximum Liability Amount; the actual value of the Loss; or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Shipment has been received into Brink's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's.
- Brink's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Brink's is not responsible for determining the contents or value of any Shipment.
- If Customer requests that Brink's transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase: (i) if mutually agreed in writing by the parties prior to Brink's receiving the Shipment; and (ii) if Customer is able to show it paid to Brink's prior to the Loss, the additional charges associated with transporting the Excess Liability.
- Brink's shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Brink's; (b) occurred before Brink's received possession of the Shipment; or (c) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- (a) Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or wartime action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (b) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. (c) The following limitation shall not apply to Property in transit. Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

### VI. INSURANCE

- Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall

adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days notice in the event such insurance coverage is canceled, not renewed or materially restricted.

2. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

**VII. FILING OF CLAIMS; PROOF OF LOSS**

1. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable and provide written Notice to Brink's within one (1) business day after the Loss or suspected Loss is discovered or should have been discovered so that Brink's and Customer can effectively initiate investigation of the Loss. In no event will Customer provide Notice of Loss more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession. It is Customer's responsibility to verify Shipment deliveries promptly. Unless such Notice is given by Customer within the time prescribed, any and all claims by Customer for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above described Notice has been given to Brink's, and (b) such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into Brink's possession.
2. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
3. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

**VIII. DEFAULT; REMEDIES; TERMINATION**

1. In the event of early termination under this Agreement other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
2. Services shall begin on the 16 day of April, 2013 and shall continue for a minimum term of 1 year(s). Thereafter this Agreement shall automatically renew from year to year until cancelled, by either party, on at least sixty (60) days written Notice prior to the anniversary date.
3. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

**IX. MISCELLANEOUS**

1. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
2. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including Bankruptcy notifications, shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
3. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
4. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
5. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
6. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
7. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
8. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
9. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
10. CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
11. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
12. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
13. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
14. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization (1) to assume the Brink's contract, (2) to pay Brink's all amounts due under the contract on ongoing basis, and (3) to pay as a cure claim any past due amounts.
15. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
16. Customer will not assign this Agreement without the prior written consent of Brink's.
17. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:

"CUSTOMER":

BALDWIN COUNTY COMMISSION

By:

(Customer Signature)

Name:

Title:

Tucker, Dorsey  
Chairman

"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

By:

Name:

Title:

David Harry  
ISS



## EXHIBIT A

This Exhibit A is attached to and incorporated by reference into the Brink's Services Agreement dated 16 Apr, 2013 between BRINK'S U.S., a Division of BRINK'S, INCORPORATED ("Brink's") and BALDWIN COUNTY COMMISSION ("Customer").

### I. PICK-UP LOCATIONS AND DELIVERY LOCATIONS; MAXIMUM LIABILITY AMOUNT

	SERVICE	DAY OR DATE	MAXIMUM LIABILITY AMOUNT
(A)	CALL AT: Locations in Section II	Service days as shown in Section II	\$25,000.00 MAXIMUM AVERAGE
	DELIVER TO: Designated Banking Location	Agreed upon schedule	
(B)	CALL AT: Designated Banking Location	Agreed upon schedule	\$25,000.00 MAXIMUM AVERAGE
	DELIVER TO: Locations in Section II	Next scheduled day	

### II. RATES

STORE / UNIT NUMBER	ADDRESS	CITY	ST	ZIP	BRINK'S BRANCH	DAYS/WEEK	RATE	PER
Baldwin	312 Courthouse Sq SUITE 11	Bay Minette	AL	36507-4809	B0414 - MOBILE	T F	\$225.33	MO
Magnolia Landfill	15140 County Road 49	Summerdale	AL	36580-4239	B0414 - MOBILE	T F	\$225.33	MO
Solid Waste Collections - Central Annex	22251 Palmer St	Robertsdale	AL	36567-3067	B0414 - MOBILE	T F	\$225.33	MO

### III. ADDITIONAL FEES

#### BALDWIN COUNTY COMMISSION MASTER CIT 2918

Item Rates	Amount	Premise Details
CIT Emergency Service - Rural	\$65.00000	(for contracts without flat monthly billing)
CIT Excess Items	\$2.00000	
CIT Excess Liability per \$1000	\$0.25000	
CIT Excess Time	\$2.00000	
CIT Holiday Service - Rural	\$65.00000	
CIT Sameday Service - Per Hour - RUR	\$110.00000	
CIT Unscheduled Service - Rural	\$65.00000	
CIT Sameday Service - Per Hour - RUR	\$220.00000	
Excess Charges	Threshold	
Excess liability - B0414	\$25,000.00	-
Excess items - B0414	10	Items
Excess premise time - B0414	10	Minutes 00:00 - 23:59

### IV. FUEL SURCHARGE

A fuel adjustment will be determined on a quarterly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the quarter x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

Fuel Prices will be based on the U.S. Department of Energy, Energy Information Administration, Retail On-Highway Diesel Fuel Prices reported monthly.

FUEL PRICE/GAL					
Minimum	Maximum	Surcharge	Minimum	Maximum	Surcharge
\$0.01	\$2.50	6.25%	\$3.96	\$4.00	13.75%
\$2.51	\$2.65	6.50%	\$4.01	\$4.05	14.00%
\$2.66	\$2.60	6.75%	\$4.06	\$4.10	14.25%
\$2.61	\$2.65	7.00%	\$4.11	\$4.15	14.50%
\$2.66	\$2.70	7.25%	\$4.16	\$4.20	14.75%
\$2.71	\$2.75	7.50%	\$4.21	\$4.25	15.00%
\$2.76	\$2.80	7.75%	\$4.26	\$4.30	15.25%
\$2.81	\$2.85	8.00%	\$4.31	\$4.35	15.50%
\$2.86	\$2.90	8.25%	\$4.36	\$4.40	15.75%
\$2.91	\$2.95	8.50%	\$4.41	\$4.45	16.00%
\$2.96	\$3.00	8.75%	\$4.46	\$4.50	16.25%
\$3.01	\$3.05	9.00%	\$4.51	\$4.55	16.50%
\$3.06	\$3.10	9.25%	\$4.56	\$4.60	16.75%
\$3.11	\$3.15	9.50%	\$4.61	\$4.65	17.00%
\$3.16	\$3.20	9.75%	\$4.66	\$4.70	17.25%
\$3.21	\$3.25	10.00%	\$4.71	\$4.75	17.50%
\$3.26	\$3.30	10.25%	\$4.76	\$4.80	17.75%
\$3.31	\$3.35	10.50%	\$4.81	\$4.85	18.00%
\$3.36	\$3.40	10.75%	\$4.86	\$4.90	18.25%
\$3.41	\$3.45	11.00%	\$4.91	\$4.95	18.50%
\$3.46	\$3.50	11.25%	\$4.96	\$5.00	18.75%
\$3.51	\$3.55	11.50%	\$5.01	\$5.05	19.00%
\$3.56	\$3.60	11.75%	\$5.06	\$5.10	19.25%
\$3.61	\$3.65	12.00%	\$5.11	\$5.15	19.50%
\$3.66	\$3.70	12.25%	\$5.16	\$5.20	19.75%
\$3.71	\$3.75	12.50%	\$5.21	\$5.25	20.00%
\$3.76	\$3.80	12.75%	\$5.26	\$5.30	20.25%
\$3.81	\$3.85	13.00%	\$5.31	\$5.35	20.50%
\$3.86	\$3.90	13.25%	\$5.36	\$5.40	20.75%
\$3.91	\$3.95	13.50%	\$5.41	\$5.45	21.00%
			\$5.46	\$5.50	21.25%

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.

This Exhibit is entered into as of 16-Apr-2013 (the "Effective Date").

"CUSTOMER":

BALDWIN COUNTY COMMISSION

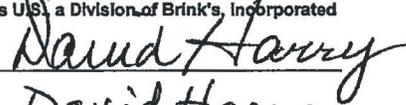
By:   
(Customer Signature)

Name: Tucker Dorsey

Title: Chairman

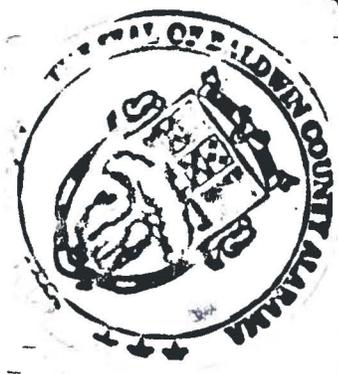
"BRINK'S":

Brink's US, a Division of Brink's, Incorporated

By: 

Name: David Harry

Title: ISS



April 15, 2013

Ms. Kimberly W. Creech  
Clerk Treasurer  
Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507

RE: Addendum to Basic Banking Services RFP Response of 12/03/12

Dear Kim:

BBVA Compass agrees to reimburse the Baldwin County Commission for all charges and fees incurred for armor car services for twice weekly pick-ups for any locations that are greater than 10 miles away from a BBVA Compass branch in accordance with the agreement executed between the Baldwin County Commission and Brink's U.S., a division of Brink's Incorporated.

Sincerely,



Lee Webb  
Vice President  
Baldwin County Commercial Banking



## **Basic Banking Services, Lockbox Services and Merchant Services Proposal for Baldwin County Commission**

December 3, 2012

Kathryn Ellis, CPA  
Treasury Management Officer  
251-470-7428  
Kathryn.Ellis@bbvacompass.com

Lee Webb  
Commercial Banking, Relationship Manager  
251-990-7643  
Lee.Webb@bbvacompass.com



December 3, 2012

Ms. Kimberly W. Creech  
Clerk Treasurer  
Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507

Dear Kim:

BBVA Compass is very pleased to respond to your request for proposal for banking services for the Baldwin County Commission. With the submission of this response to the RFP, BBVA Compass is expressing our strong interest in forming a financial partnership with the Commission. It is our goal to demonstrate that we can provide a full array of treasury management and financial services.

We believe you will find our response to be complete, comprehensive and competitive. BBVA Compass recognizes that to be successful, not only must we provide all of the services and solutions to your treasury management needs, but we must also provide quality service. We are committed to providing the Baldwin County Commission with superior customer service and progressive technological solutions.

Under our proposal, the Commission would:\*

- **PAY NO SERVICE CHARGES if minimum aggregate balance of \$60 million is maintained in the interest-bearing accounts.**
- **INTEREST RATE would be a variable rate of interest EQUAL TO ONE-MONTH LIBOR PLUS .01% WITH A FLOOR OF 0.26% WITH NO RESERVES on the Public Funds Interest-Bearing Accounts. BASED ON CURRENT ONE-MONTH LIBOR, INITIAL RATE WOULD BE 0.26%.**
- **THE BANK WILL REIMBURSE THE COMMISSION FOR BANK SUPPLIES AS OUTLINED IN THE RFP.**
- **THE BANK IS OFFERING AN ENHANCED AND DISCOUNTED ARRAY OF PERSONAL BANKING SERVICES FOR THE EMPLOYEES OF THE BALDWIN COUNTY COMMISSION.**

If awarded the contract, we would look forward to demonstrating how we can add value to your operations through our consistent commitment to listen, understand and respond.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lee Webb".

Lee Webb  
Vice President/ Baldwin County Commercial Banking

\* see body of Proposal for full detail

**Table of Contents**

Statement of Confidentiality..... 3  
Bank Response to RFP for Banking Services..... 5  
Bank Response to RFP for Merchant Services..... 25  
Appendix..... 27

## Statement of Confidentiality

This document is a response to an invitation ("Response"), not a contract, and therefore, except for confidentiality obligations, creates no obligations or duties to the party soliciting us (the "Solicitor") or Compass Bank. This document is not, and may not be construed as, an offer or acceptance by Compass Bank or Solicitor to enter into any transaction or agreement. Neither party shall have any legal obligation to the other party, other than confidentiality obligations, unless and until definitive written agreements are entered into, and then only to the extent set forth in such definitive written agreements. Neither Compass Bank nor Solicitor will have any liability to the other for failure to enter into definitive written agreements for any reason or no reason including, without limitation, the failure of either Compass Bank or Solicitor to enter into any such agreements as a result of the exercise of such party's sole and absolute discretion.

The information in this Response is proprietary to Compass Bank. Solicitor shall not disclose this Response or any of its terms to any third party and will only disclose its terms to its employees who have a need to know such information for purposes of evaluating the proposal contained herein. Solicitor shall protect the confidentiality of this Response using at least the same degree of care as they do with their own confidential information but in no event less than reasonable care. Dissemination of confidential information must be controlled and distribution is limited to the Solicitor's immediate organization (and its agents or subcontractors) for purposes related directly to reviewing this Response.

In the event that Solicitor is requested or required in a judicial, administrative or governmental proceeding or is otherwise required by law to disclose any confidential information, Solicitor will immediately provide Compass Bank with written notice of same and all related proceedings so that Compass Bank may seek an appropriate protective order or waive Solicitor's compliance with the confidentiality provisions of this Response. If, as a result of such request or requirement, Solicitor is, in the written opinion of its legal counsel, compelled to disclose confidential information to any tribunal or stand liable for contempt or other censure or penalty before Compass Bank has the opportunity to obtain a protective order or waive the confidentiality provisions of this Response, Solicitor may disclose such confidential information to such tribunal without liability to Compass Bank hereunder, provided that Solicitor has complied with the notice provisions of this paragraph.

Confidential information disclosed under this Response shall be and remain the property of Compass Bank. Upon Compass Bank's request, Solicitor agrees to either (a) return all confidential information in tangible form, or (b) promptly destroy all confidential information; and (c) in either case, not retain any copies, summaries, extracts or other reproductions of confidential information in whole or in part; and (d) in the case of subpart (b), certify in writing to Compass Bank its compliance with such provision within ten (10) days of Compass Bank's request.

Solicitor's review and consideration of Compass Bank's Response shall constitute its acknowledgement of, and agreement to, the confidentiality provisions contained herein.



**Baldwin County Commission  
Kimberly W. Creech  
Clerk Treasurer  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507  
(251) 937-0303  
Fax (251) 239-4309  
kcreech@baldwincountyal.gov**

DATE: November 14, 2012

TO: Baldwin County Financial Institutions

FROM: Kimberly W Creech, Baldwin County Clerk/Treasurer

SUBJECT: REQUEST FOR PROPOSAL BANKING SERVICES FOR THE BALDWIN COUNTY COMMISSION

The Baldwin County Commission hereby requests proposals for Basic Banking Services, Lockbox Services and Merchant Service for all Baldwin County Commission regular funds. Regular funds are defined later in this proposal. The proposal shall be for the three-year period beginning March 1, 2013 and ending February 29, 2016. Baldwin County Commission reserves the right to award, at its sole discretion, all or part of the required service(s) to one or more qualified proposer. Proposer is not required to submit on all requested services to be considered for award. The Commission reserves the right to select the proposal which best meets its needs solely at its discretion.

**All RFP responders must furnish a CD or Internet site demonstrating the bank's Internet/Cash Management systems capabilities by November 28, 2012.**

#### **Regular Funds–Basic Banking Services**

For purposes of this proposal, regular funds mean the following on an exclusive basis:

1. 71 bank accounts currently in use by the Commission and the deposits and disbursements for these accounts as they currently exist [data for 71 accounts is on the attached schedule EXHIBIT 1].
2. The growth or decline of the deposits and disbursements for these accounts during the three-year period of this proposal.
3. Any additional accounts, deposits and disbursements which might be required by law or Commission action during the three-year period of this proposal.

4. The interest earnings on accounts which will be provided by this proposal. However, regular funds do not include warrant issue proceeds should the Commission borrow such during the three-year period of this proposal.

Institutions submitting proposals are requested to state the percentage of the Prime Rate they will pay as interest on all regular funds on deposit with their institution. [Proposals shall be submitted on a floating guaranteed yield basis tied to the Prime Rate of interest as quoted in the Wall Street Journal (i.e. the base rate on corporate loans posted by at least 75% of the nation's largest banks). The Prime Rate is currently 3.25%. Proposals shall be a percentage of the referenced Prime Rate. For example, 80% of 3.25% is 2.6%. Regular funds would receive 2.60% until said Prime Rate changes, at which time regular funds would then receive a new rate by applying the percentage to the new Prime Rate.] The institution shall further state the dollar amount the Commission would have earned as interest had the actual prior 12-month average of \$115,207,918 (from the attached EXHIBIT 1) been on deposit from October 1, 2011 through September 30, 2012 under the terms as proposed. Whether or not interest will be earned on the reserve requirement must be stated in the proposal and taken into account in the above dollar calculation. Alternative proposals may be submitted using a different basis than Prime as long as all other requested information is included.

The following services are also required:

1. No service charge or additional cost for any transaction, function, etc. occurring in, or related to, the accounts, including but not limited to all of the items that follow.

BBVA Compass agrees to not charge for the services and transaction volumes represented in this RFP. The Bank reserves the right to renegotiate interest rate if balances, services required and /or transaction volumes differ materially from what is quoted in the RFP. If the Bank and Baldwin County Commission cannot come to a mutually agreeable decision, the Bank reserves the right to exit the Banking Services contract with 90 day notice.

2. Monthly statements for all accounts (currently 71), checks and deposit tickets furnished for all accounts. Approximate check usage: Disbursement account 12,000/year, Flexible Benefits account 1,100/year, all other accounts 50/year. Approximate deposit ticket usage: 2,000/year in four accounts, 300/year in three accounts, 100/year and less in all other accounts. NOTE: The Commission has two accounts with a substantial number of deposit items, one account with approximately 112,000/year, the other with approximately 85,000/year.

Monthly statements can be provided as paper statements and/or through our online banking system, Compass e-Access. Supplies such as checks and deposit tickets will be provided for each account.

- Electronic and ACH transfers upon request including incoming and outgoing wires.

BBVA Compass can meet this service requirement.

## Wire Services

### Incoming Wires

As an important part of managing your cash position, Baldwin County Commission will need timely and accurate confirmation of money received through wire transfer. Compass e-Access<sup>®</sup>, our online balance and transaction initiation service will supply the date, amount, and payor on both current and previous day reports.

BBVA Compass		Compass e-Access <sup>®</sup>		Help		Bulletins		Support Center		Logout																																																																									
<table border="1"> <tr> <td>Info Reporting</td> <td>Cash Position</td> <td>Favorites Reports</td> <td>MultiDay</td> <td>Previous Day</td> <td>Same Day</td> <td>Transaction Download</td> <td colspan="5"></td> </tr> </table>												Info Reporting	Cash Position	Favorites Reports	MultiDay	Previous Day	Same Day	Transaction Download																																																																	
Info Reporting	Cash Position	Favorites Reports	MultiDay	Previous Day	Same Day	Transaction Download																																																																													
Date: 08/22/2012																																																																																			
<table border="1"> <tr> <th colspan="2">Same Day Interim Calculations</th> <th colspan="2">Amount</th> <td colspan="8"></td> </tr> <tr> <td>Opening Ledger</td> <td></td> <td></td> <td>\$88,654.87</td> <td colspan="8"></td> </tr> <tr> <td>Opening Available</td> <td></td> <td></td> <td>\$88,095.50</td> <td colspan="8"></td> </tr> <tr> <td>Current Day Credits</td> <td>(3)</td> <td>\$332,209.77</td> <td></td> <td colspan="8"></td> </tr> <tr> <td>Current Day Debits</td> <td>(14)</td> <td>\$180,499.95</td> <td></td> <td colspan="8"></td> </tr> <tr> <td>Interim Ledger</td> <td></td> <td></td> <td>\$240,364.69</td> <td colspan="8"></td> </tr> </table>												Same Day Interim Calculations		Amount										Opening Ledger			\$88,654.87									Opening Available			\$88,095.50									Current Day Credits	(3)	\$332,209.77										Current Day Debits	(14)	\$180,499.95										Interim Ledger			\$240,364.69								
Same Day Interim Calculations		Amount																																																																																	
Opening Ledger			\$88,654.87																																																																																
Opening Available			\$88,095.50																																																																																
Current Day Credits	(3)	\$332,209.77																																																																																	
Current Day Debits	(14)	\$180,499.95																																																																																	
Interim Ledger			\$240,364.69																																																																																
Date: 08/22/2012																																																																																			
<table border="1"> <tr> <th colspan="2">Summary Totals</th> <th colspan="2">Amount</th> <td colspan="8"></td> </tr> <tr> <td>First Presentment Debit Total</td> <td>7</td> <td>\$7,594.69</td> <td></td> <td colspan="8"></td> </tr> <tr> <td>Incoming ACH Debit Total</td> <td>1</td> <td>\$11,203.64</td> <td></td> <td colspan="8"></td> </tr> <tr> <td>Incoming ACH Credit Total</td> <td>2</td> <td>\$7,209.77</td> <td></td> <td colspan="8"></td> </tr> </table>												Summary Totals		Amount										First Presentment Debit Total	7	\$7,594.69										Incoming ACH Debit Total	1	\$11,203.64										Incoming ACH Credit Total	2	\$7,209.77																																	
Summary Totals		Amount																																																																																	
First Presentment Debit Total	7	\$7,594.69																																																																																	
Incoming ACH Debit Total	1	\$11,203.64																																																																																	
Incoming ACH Credit Total	2	\$7,209.77																																																																																	
<table border="1"> <thead> <tr> <th>Date</th> <th>Detail Credit Transactions</th> <th>Amount</th> <th>Availability</th> <th>Bank Ref.</th> <th>Cust. Ref.</th> <th>Image</th> <th>Text</th> <td colspan="4"></td> </tr> </thead> <tbody> <tr> <td>08/22/2012</td> <td>Book Transfer Credit</td> <td>\$325,000.00</td> <td>0 Day</td> <td>000000001010100</td> <td>From Account: 0010000003</td> <td></td> <td>Additional working funds</td> <td colspan="4"></td> </tr> <tr> <td>08/22/2012</td> <td>Incoming ACH Credit</td> <td>\$2,057.00</td> <td>0 Day</td> <td></td> <td>0</td> <td></td> <td>ACH CREDIT AMERICAN EXPRESSSETTLEMENT</td> <td colspan="4"></td> </tr> <tr> <td>08/22/2012</td> <td>Incoming ACH Credit</td> <td>\$5,152.77</td> <td>0 Day</td> <td></td> <td>11786774</td> <td></td> <td>ACH CREDIT NPC 3897 MRCHT DEP</td> <td colspan="4"></td> </tr> <tr> <td colspan="2"><b>Credit Item Count:</b></td> <td><b>\$332,209.77</b></td> <td colspan="9"></td> </tr> </tbody> </table>												Date	Detail Credit Transactions	Amount	Availability	Bank Ref.	Cust. Ref.	Image	Text					08/22/2012	Book Transfer Credit	\$325,000.00	0 Day	000000001010100	From Account: 0010000003		Additional working funds					08/22/2012	Incoming ACH Credit	\$2,057.00	0 Day		0		ACH CREDIT AMERICAN EXPRESSSETTLEMENT					08/22/2012	Incoming ACH Credit	\$5,152.77	0 Day		11786774		ACH CREDIT NPC 3897 MRCHT DEP					<b>Credit Item Count:</b>		<b>\$332,209.77</b>																					
Date	Detail Credit Transactions	Amount	Availability	Bank Ref.	Cust. Ref.	Image	Text																																																																												
08/22/2012	Book Transfer Credit	\$325,000.00	0 Day	000000001010100	From Account: 0010000003		Additional working funds																																																																												
08/22/2012	Incoming ACH Credit	\$2,057.00	0 Day		0		ACH CREDIT AMERICAN EXPRESSSETTLEMENT																																																																												
08/22/2012	Incoming ACH Credit	\$5,152.77	0 Day		11786774		ACH CREDIT NPC 3897 MRCHT DEP																																																																												
<b>Credit Item Count:</b>		<b>\$332,209.77</b>																																																																																	
<table border="1"> <thead> <tr> <th>Date</th> <th>Detail Debit Transactions</th> <th>Amount</th> <th>Bank Ref.</th> <th>Cust. Ref.</th> <th>Image</th> <th>Text</th> <td colspan="5"></td> </tr> </thead> <tbody> <tr> <td>08/22/2012</td> <td>Loan Payment</td> <td>\$7,500.00</td> <td>000000000</td> <td>0</td> <td></td> <td></td> <td>XFER TO ACCOUNT 0010000006-000000123450</td> <td colspan="4"></td> </tr> <tr> <td>08/22/2012</td> <td>Outgoing Money Transfer</td> <td>\$2,562.12</td> <td>120822080517H500</td> <td>120822080517H500</td> <td></td> <td></td> <td>Value Date: 20120822 General OBI: invoice 123456 Sending Bank: 062001186 - COMPASS BANK Fed Reference: 20059999F2ZZZ50C001458 Originating Account: 3680000001 Originating Party: Valued Customer</td> <td colspan="4"></td> </tr> </tbody> </table>												Date	Detail Debit Transactions	Amount	Bank Ref.	Cust. Ref.	Image	Text						08/22/2012	Loan Payment	\$7,500.00	000000000	0			XFER TO ACCOUNT 0010000006-000000123450					08/22/2012	Outgoing Money Transfer	\$2,562.12	120822080517H500	120822080517H500			Value Date: 20120822 General OBI: invoice 123456 Sending Bank: 062001186 - COMPASS BANK Fed Reference: 20059999F2ZZZ50C001458 Originating Account: 3680000001 Originating Party: Valued Customer																																								
Date	Detail Debit Transactions	Amount	Bank Ref.	Cust. Ref.	Image	Text																																																																													
08/22/2012	Loan Payment	\$7,500.00	000000000	0			XFER TO ACCOUNT 0010000006-000000123450																																																																												
08/22/2012	Outgoing Money Transfer	\$2,562.12	120822080517H500	120822080517H500			Value Date: 20120822 General OBI: invoice 123456 Sending Bank: 062001186 - COMPASS BANK Fed Reference: 20059999F2ZZZ50C001458 Originating Account: 3680000001 Originating Party: Valued Customer																																																																												

The Same Day report will show both incoming and outgoing wire activity

BBVA Compass		Compass e-Access®		Help				Bulletins		Support Center		Logout	
Info Reporting		Cash Position		Favorite Reports		MultiDay		Previous Day		Same Day		Transaction Download	
Date	Detail	Credit Transactions	Amount	Availability	Bank Ref.	Cust. Ref.	Image	Deposit Item	Text				
08/21/2012	Credit (Any Type)		\$1,124.00		010810001	0			DEPOSIT				
08/21/2012	Credit (Any Type)		\$2,214.06		030277043	0			DEPOSIT				
08/21/2012	Preauthorized ACH Credit		\$234.20		107010639	0			CREDIT FOR DISCOVER NETWORK SETTLEMENT CO REF- 601176481235976				
08/21/2012	Preauthorized ACH Credit		\$1,958.10		107250934	0			CREDIT FOR AMERICAN EXPRESS SETTLEMENT CO REF- 512345678				
08/21/2012	Preauthorized ACH Credit		\$14,753.11		107130763	0			CREDIT FOR NPC 3897 MRCHT DEP CO REF- 1234567890123456				
08/21/2012	Individual Incoming Internal Money Transfer		\$400,000.00		174800277	0			E-ACCESS BOOK TRSF CR capital to operating				
08/21/2012	Incoming Money Transfer		\$99,411.60		174700029	0			INCOMING WIRE REF# 001104 ORG ABC CORP.				
08/21/2012	Incoming Money Transfer		\$116,162.37		174700022	0			INCOMING WIRE REF# 000015 ORG LOAN SETTLEMENT				
08/21/2012	Miscellaneous Credit		\$65,000.00		050198765	0			CREDIT MEMO				
		<b>Credit Item Count:</b>	<b>\$700,857.44</b>										
Date	Detail	Debit Transactions	Amount	Bank Ref.	Cust. Ref.	Image	Text						
08/21/2012	Preauthorized ACH Debit		\$60,364.57	107010821	0		DEBIT FOR FRONTIER TRUST B RET PLAN CO REF- 252942 03112005						
08/21/2012	Check Paid		\$18.82	021003487	5710		FED CLEARING DEBIT						

Previous Day report showing detailed credit activity

### Outgoing Wires

Baldwin County Commission can initiate wire transfers online through Compass e-Access; by telephone, or through fax in an emergency situation. The process for wire transfers vary depending on the method you choose for initiation. Regardless of how the wire transfer is initiated, automatic confirmations containing tracking information can be provided through Compass e-Access, by e-mail or by fax once the Federal Reserve successfully processes the wire transfer. You may also contact Business Relationship Services or Wire Transfer to obtain this information.

All options offer the flexibility of establishing repetitive wire transfer templates. In addition, Baldwin County Commission can set up an automatic standing order transfer for wires you send on a recurring basis. You can also initiate international (U.S. dollar and over 40 foreign currencies) wire transfer requests and send them directly to our wire transfer system for processing. Repetitive wire activity can be created and maintained on Compass e-Access by authorized wire users.

### ACH Services

In addition to wire services, BBVA Compass offers Automated Clearing House (ACH) services that allow you to initiate and settle various transactions in a secure and efficient manner. There are several advantages to using ACH as a funds transfer method including:

- Accelerated collections compared to checks.
- Ability to forecast cash positions more effectively
- Improved fraud protections.

ACH has a wide variety of uses and products including:

- **Direct Deposit of Payroll** – allows you to pay employees' bank accounts directly.
- **Debit Origination** – allows you to collect payments efficiently as customers authorize electronic debits on recurring payments.
- **Corporate/Tax Payments** – allows you to control timing of payments on invoices and taxes.

4. Investment in certificates of deposit, U. S. Treasury instruments, etc., upon request.

BBVA Compass can meet this requirement.

5. Provide statements of the county's accounts with cut-off at the close of the last working day of the month and have them delivered to the County Business Office within five (5) working days after the last day of the month. With the bank statement, a data file should be included on electronic media that contains all cleared items with appropriate information (i.e., check number, date, and amount). Alternatively, the Bank should propose full reconciliation service. Return of all checks should be via CD on a monthly basis with the front and back of the check imaged in numerical order. Bank shall provide Web access to check images, account balances, and statements on a timely basis (to be specified in your response) between statement cycles.

BBVA Compass can provide bank statements with a cut-off date of the last working day of each month. Paper bank statements are mailed by the 7<sup>th</sup> business day of the month. Online bank statements are available on e-Access the day after the statement cut-off date.

#### **Account Reconciliation** options include:

Partial Check Reconciliation: A paid item report including check number, dollar amount, and paid date is provided for each statement period. This report is available via hard copy, electronic transmission, or diskette.

Full Check Reconciliation: Using your information, BBVA Compass reconciles the account to bank records. A paid item report including check number, dollar amount and paid date is provided for each statement period. This report is available via hard copy, electronic transmission, or diskette. Additional reports include: Checks Outstanding report, Exception Report, Paid Items-Not Issued report, Balance Recap report, and a Purged Items report.

**CompassView® CD ROM** will provide compact disks of data and images of paper-based transactions posting to your accounts, both debits and credits. You may enter search queries based upon the transaction type, MICR line information, and posted date. We mail CDs the fifth business day after the end of the statement cycle. Advantages include:

- Eliminates the need to store canceled checks – each CD ROM holds up to

25,000 check images – both front and back

- Stores images on one-write CD ROM's that cannot be altered
- Access to CompassView is protected by User ID's and passwords
- Provides high-quality digitized images that are clearer than microfilm or faxed images
- Provides quick access to paid check and other transaction images
- Images can be copied and pasted into a correspondent letter, thus allowing quick resolution to payment disputes

Our online banking platform, **Compass e-Access** will provide web access to check images, account balances and bank statements. Check images are stored online for 120 days and can always be requested from our Business Relationship Service Group. Bank statements are available online the day after statement cycle end.

6. One safety deposit box, maximum size available.

One or more safety deposit boxes will be provided depending on the needs of the Baldwin County Commission.

7. Internet connection for the secure transfer of funds among Commission accounts and for history inquiry on account activity. The history capability must include online copies of checks for at least two years.

### **Compass e-Access<sup>®</sup>**

BBVA Compass distinguishes itself in the marketplace by employing fully-tested, customer-focused products that are both extremely accurate and highly secure. We have offered online information reporting services for over 16 years and since that time; we have remained consistent in addressing the demands of the market with innovative tools that help companies like Baldwin County Commission manage your overall financial picture.

As a fully automated cash management solution, our Compass e-Access solution demonstrates this commitment to our clients, with overall average uptime of 99.8% and the most reliable authentication and encryption methodology available. With its advanced management functions, easy-to-use features and secure online access to customer service through SecureChat, e-Access is an ideal choice for The Baldwin County Commission.

Compass e-Access offers an array of treasury management functions that allow you to manage your accounts and allocate funds at your convenience.



Whether it is transaction initiation, funds transfers or reporting, Baldwin County Commission will use Compass e-Access to perform several functions, including:

<b>Account Activity</b>	<b>Book Transfers</b>	<b>Statement Item Images</b>
Wire/ACH Transfers	Electronic Report Delivery	ARP Reports, issues and voids
Bank Statements	Positive Pay	Stop Payments

**Information Reporting**

Compass e-Access has several standard reports that will meet many of Baldwin County Commission’s needs. Our electronic banking system allows you to access both prior day and current day information.

**Current day** balance and transaction information includes detailed data as listed below. Balances and transaction information can be exported to other software packages. Information is updated throughout the day in the following timeframes:

Controlled Disbursements	9:00 a.m. CT
Incoming and Outgoing Wire Transfers	real-time
Book Transfers and Loan Transfers	within 15 minutes
Current Day ACH items received (debits and credits)	7:00 a.m. , 12:30 p.m. CT

Return Deposit Item Reporting with Images

5:00 p.m. CT

Additional transactions, such as Teller debits and credits or in-clearing checks, are reported within 15 minutes of memo posting.

**BBVA Compass** | **Compass e-Access®** Help Bulletins

---

Info Reporting | 
 BR IIF Map | 
 Favorite Reports | 
 MultiDay | 
 Previous Day | 
 Same Day | 
 Transaction Download | 
 Transaction Groups

**Same Day Interim Calculations**

	Amount
Opening Ledger	\$88,654.87
Opening Available	\$88,095.50
Current Day Credits	(3) \$332,209.77
Current Day Debits	(14) \$180,499.95
Interim Ledger	\$240,364.69

---

Date: 10/13/2011

**Summary Totals**

	Count	Amount
First Presentment Debit Total	7	\$7,594.69
Incoming ACH Debit Total	1	\$11,203.64
Incoming ACH Credit Total	2	\$7,209.77

---

**Detail Credit Transactions**

Date	Description	Amount	Availability	Bank Ref.	Cust. Ref.	Image	Text
10/13/2011	Book Transfer Credit	\$325,000.00	0 Day	000000001010100	From Account: 0010000003		Additional working funds
10/13/2011	Incoming ACH Credit	\$2,057.00	0 Day		0		ACH CREDIT AMERICAN EXPRESSSETTLEMENT
10/13/2011	Incoming ACH Credit	\$5,152.77	0 Day		11786774		ACH CREDIT NPC 3897 MRCHT DEP

**Credit Item Count: \$332,209.77**

---

**Detail Debit Transactions**

Date	Description	Amount	Bank Ref.	Cust. Ref.	Image	Text
10/13/2011	Loan Payment	\$7,500.00	000000000	0		XFER TO ACCOUNT 0010000006-000000123450
10/13/2011	Outgoing Money Transfer	\$2,562.12	111013080517H500	111013080517H500		Value Date: 20111013 General OBI: invoice 123456 Sending Bank: 062001186 - COMPASS BANK Fed Reference: 20059999F2ZZZ50C001458 Originating Account: 3680000001 Originating Party: Valued Customer 1234 Bank Parkway, Suite 321 Anytown, USA 12345 Beneficiary Account: 5454545454 Beneficiary Party: TRIPLE A MANUFACTURIN

The Same Day report provides details on debit and credit activity, including access to returned item images

For **Prior Day** reporting, all debit and credit transactions posted to the accounts are reported in summary and detail. Additionally, we report the following balances:

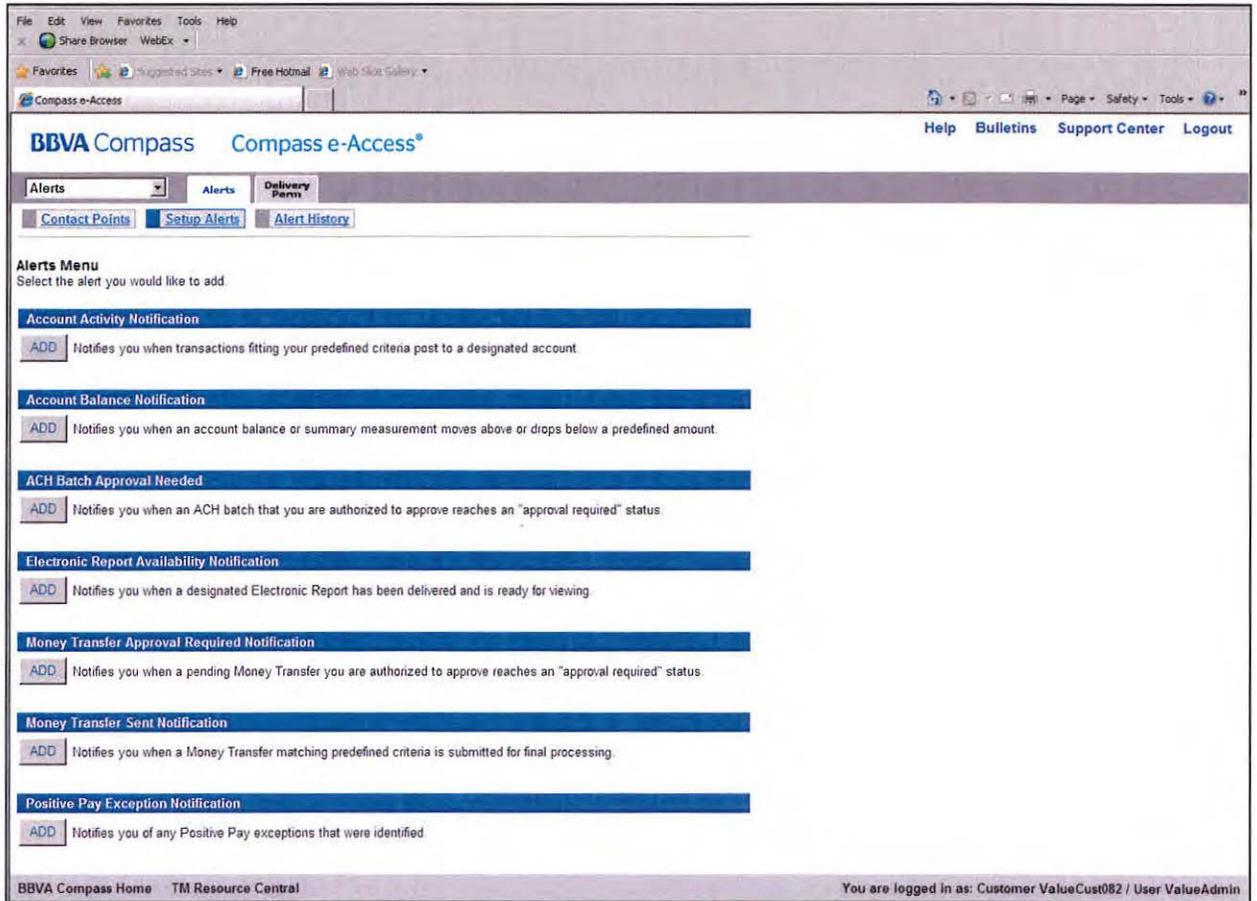
BBVA Compass		Compass e-Access®						
Info Reporting	Cash Position	Favorite Reports	MultiDay	Previous Day	Same Day	Transaction Download		
Outstanding LOC Balance		\$0.00						
Date:	Detail Credit Transactions	Amount	Availability	Bank Ref.	Cust. Ref.	Image	Deposit Item Detail	Text
10/12/2011	Credit (Any Type)	\$1,124.00		010810001	0			DEPOSIT
10/12/2011	Credit (Any Type)	\$2,214.06		030277043	0			DEPOSIT
10/12/2011	Preauthorized ACH Credit	\$234.20		107010639	0			CREDIT FOR DISCOVER NETWORK SETTLEMENT CO REF- 601176481235976
10/12/2011	Preauthorized ACH Credit	\$1,958.10		107250934	0			CREDIT FOR AMERICAN EXPRESS SETTLEMENT CO REF- 512345678
10/12/2011	Preauthorized ACH Credit	\$14,753.11		107130763	0			CREDIT FOR NPC 3897 MRCHT DEP CO REF- 1234567890123456
10/12/2011	Individual Incoming Internal Money Transfer	\$400,000.00		174800277	0			E-ACCESS BOOK TRSF CR capital to operating
10/12/2011	Incoming Money Transfer	\$99,411.60		174700029	0			INCOMING WIRE REF# 001104 ORG ABC CORP.
10/12/2011	Incoming Money Transfer	\$116,162.37		174700022	0			INCOMING WIRE REF# 000015 ORG LOAN SETTLEMENT
10/12/2011	Miscellaneous Credit	\$65,000.00		050198765	0			CREDIT MEMO
<b>Credit Item Count</b>		<b>\$700,857.44</b>						
Date:	Detail Debit Transactions	Amount	Bank Ref.	Cust. Ref.	Image	Text		
10/12/2011	Preauthorized ACH Debit	\$60,364.57	107010821	0		DEBIT FOR FRONTIER TRUST B RET PLAN CO REF- 252942 03112005		
10/12/2011	Check Paid	\$18.82	021003487	5710		FED CLEARING DEBIT		
10/12/2011	Check Paid	\$92.71	021003676	5729		FED CLEARING DEBIT		
10/12/2011	Check Paid	\$120.50	021003532	5467		REGULAR CHECK		

\*\*\*\*To view deposit tickets and checks paid, you would click the icon in the Image column

Check images will be stored online for 120 days and can always be requested from our Business Relationship Service Group. CompassView CD ROM then provides for long-term storage which allows you to eliminate paper check storage and expenses while providing access to the company's paid checks and other transactions using image technology.

**Alert Notifications**

Compass e-Access provides different types of alert notifications based on your subscribed services. The Baldwin County Commission can obtain alerts specific to account activity, balances, ACH batch approval, positive pay exceptions, wire transfer approval and wire transfers. You can also set options to have alerts delivered by phone, fax, e-mail or wireless device. Users may update their contact information on demand, select multiple delivery channels to accommodate travel or alternative work schedules, and select an additional user as a backup. Some alerts are delivered on a regular schedule while others are sent in real-time based upon a triggering event.



**Security Measures**

BBVA Compass offers **three distinct layers of security** to protect The Baldwin County Commission’s data and transaction initiation capabilities on Compass e-Access.

First, access to the system requires four pieces of information: a company ID and password, and a user ID and password. Users answer three security questions, allowing them to reset their passwords when needed. The bank also requires dual verification challenge questions to identify a user logging on from a PC that is not recognized.

Secondly, communications to and from BBVA Compass transmit with 128-bit SSL technology. This means that transmissions between your company and the bank are encrypted, and therefore, remain confidential. Authentication is done at the user level.

Finally, to enhance the security of certain corporate administrative functions and funds transfers, we require **multi-factor authentication**. Corporate administrators and ACH and wire users may choose RSA SecurID® tokens or One Time Passcodes for additional authentication before accessing certain services. Users may select from three delivery options (that is, text, phone, or e-mail) and up to three addresses for each delivery of One Time Passcodes.

The screenshot shows the BBVA Compass e-Access interface. At the top, there is a navigation bar with the following tabs: Security Center (selected), Dual Verify Settings, Password Maintenance, Password Report, Self Admin, and Support Center. Below the navigation bar, the main content area is titled "Challenge". Inside this area, there is a box titled "SecurID - Authentication" with the instruction "Please enter the Passcode (PIN+Tokencode)". Below this instruction are two input fields: "User ID" and "Passcode". At the bottom of the box are three buttons: "SUBMIT", "RESET", and "CANCEL". At the very bottom of the page, there is a status bar with the following information: "Customer: Valued Customer 082 | Requested By: Valued Admin | Requested Time: Fri Apr 27 14:11:50 CDT 2012".

### Secure Login Access

### Trusteer's Rapport

Additionally, BBVA Compass requires Trusteer's Rapport security software which is available for download, free of charge. This software provides additional protection against malicious viruses that attempt to steal your login credentials and other sensitive information that most antivirus systems are not equipped to address.

8. Direct deposit of payroll. We currently have about 574 employees. Payroll Card – offers employees the convenience and security of receiving their pay on a re-loadable Visa debit card. The employees' pay is available for use on the morning of each payday.

Since the majority of employees maintain a bank account, BBVA Compass has built a strong **Direct Deposit of Payroll** program. Regardless of where they bank, Direct Deposit saves you the time and expense of issuing and reconciling paper checks and eliminates the need for your employees to go to their bank in order to deposit their paychecks. In addition, you have the option of making other payments electronically, such as expense reimbursements, stock dividends, company bonuses, pensions, annuities and interest payments.

Direct Deposit allows employees access to their payroll funds at the opening of their bank's business on the pay date and automates recurring deposits to multiple accounts, such as savings accounts.

BBVA Compass enables the employer to use their PC, mainframe or third party vendor to transmit ACH transactions to BBVA Compass and to build your ACH file using your own in-house software or the ACH module of Compass e-Access®, the bank's Internet-based system.

For those employees who do not have bank accounts, BBVA Compass offers the **Compass PaySource Card** which allows you to deliver your employees' pay,

bonuses, reimbursements, and other types of compensation easily. Instead of writing checks, you electronically deposit their pay to the Compass PaySource Card. Your employees can use their card at any ATM or vendor where Visa is accepted.

PaySource provides benefits to both the employee and employer. It saves the time and money spent to prepare payroll checks, reduces the risk of fraud and provides employees with quick and convenient access to their money at the beginning of their pay day.

The program is easy to maintain as employees can track their balances in a variety of communication methods including text messages, phone, and internet.

BBVA Compass PaySource card is user friendly for the employer as well. Our optional instant issue card feature allows you to eliminate even the first paper check for new employees. Additionally, online access allows you to quickly enroll employees and obtain cardholder account numbers for your direct deposit file.



9. Ability to pay vendors electronically and provide required payment documentation (invoice numbers, account number, etc.) to vendors.

BBVA Compass can meet this requirement. **ACH Credit Origination** allows you to pay your invoices on taxes electronically putting you in control over the timing of your payments. Advantages include:

- Eliminates administrative time and expense associated with paper-based payables
- Improves control over the timing of your payments
- Allows for the payment of both state and federal taxes
- Pre-formatted ACH templates are available in Compass e-Access® to help ensure tax payments are applied correctly

An additional solution that BBVA Compass would like to introduce is Integrated Payables. (Please note that this solution is outside of the RFP requirement. If the Baldwin County Commission desired to move forward with this service, we would possibly need to renegotiate the terms of our offer.)

BBVA Compass' **Integrated Payables** solution would enable the Baldwin County Commission to transition from printing and mailing checks to generating electronic payments and remittances, without requiring changes to your existing accounts payable and pay roll processes. Integrated Payables facilitates straight-through-processing of expenditures by allowing you to combine all of your payment types into a single file.

BBVA Compass helps break down traditional barriers to electronic payment adoption by providing an effective mechanism to enroll your vendors and other payees, manage your payees' bank account information, and deliver remittance information electronically. We process payments based on data from your existing systems, eliminating the need to redesign your current accounting system to handle electronic payments.

Integrated Payables provides a secure, online archive of payment transactions, allowing both you and your vendors to access payment history quickly to resolve disputes. The program also supports paper check printing and mailing for payees that have not yet converted to electronic payments.

When the payee is notified of an electronic payment, BBVA Compass provides the choice of a remittance advice in a PDF image or data that can be downloaded directly into their accounts receivable system.

To make the transition smoother, BBVA Compass uses a consultative approach with a dedicated Technical Implementation Manager and project team. During the implementation process, we will assist in assessing your company's particular needs and make recommendations to improve productivity and manage cash flows more efficiently.

Our goal is to provide the Baldwin County Commission a flexible program accelerates information flow through robust reporting of data by direct file transmission, the Internet, secure e-mail, or U.S. mail.

10. Ability to provide Remote Deposits. Currently being used in 3 locations.

BBVA Compass can meet this requirement.

### [Compass Remote Deposit Online®](#)



Your business can take advantage of Check 21 legislation by automating the preparation and delivery of your check deposits to BBVA Compass. Delivering your deposits to the bank through a secure electronic connection will reduce manual effort and allow you to take advantage of a later deposit cutoff time.

#### Advantages Included:

- Eliminate the need to make regular trips to the bank to deposit checks
- Deposit deadline for same day credit extended to **9:00 p.m.** CT Monday through Friday enabling you to process your deposit after hours
- Deposit validation and balancing when documents are scanned
- Ability to correct deposit item information that was misread and the option to enter information for individual items scanned
- Ability to export check data into QuickBooks® or CSV files for seamless integration into your accounting systems
- Enhanced features such as virtual endorsement eliminate the need to pre-endorse checks therefore fewer steps are necessary to prepare and deliver your deposit to BBVA Compass

Remote Deposit will also allow you to concentrate funds with ease and efficiency and allow your employees to spend more time adding value to your client base.

11. . Designated individual to act as liaison between the institution and Commission. This individual is expected to meet with County officials on a regular basis and to promptly resolve problems.

Lee Webb will be the liaison between BBVA Compass and the Baldwin County Commission. As your Relationship Manager, Lee will have intimate knowledge of your banking needs. He can be reached at his office in Fairhope at 251-990-7643 or at [lee.webb@bbvacompass.com](mailto:lee.webb@bbvacompass.com).

12. The County requires access to a designated bank branch bank office within ten (10) miles of each of its locations. A list of locations can be found below. Alternatively, the bank must agree to provide daily weekday deposit pickup and/or delivery service from any county locations outside of the ten (10) mile requirement.

**List of County Locations:**

- 312 Courthouse Square, Bay Minette, AL 36507
- 1100 Fairhope Avenue, Fairhope, AL 36532
- 22251 Palmer Street, Robertsdale, AL 36567
- 201 East Section Street, Foley, AL 36535
- 15140 County Rd 49, Summerdale, AL 36580

BBVA Compass branches are conveniently located throughout the area. The bank will provide an armored car service to meet the needs of any Baldwin County location.

Baldwin County Commission Locations	Closest BBVA Compass Branch	Approximate Distance in Miles
312 Courthouse Square Bay Minette, AL 36507	Spanish Fort 6470 US Hwy 90 Spanish Fort, AL 36527	22
1100 Fairhope Avenue Fairhope, AL 36532	Greeno 920 Fairhope Ave. Fairhope, AL 36532	1
22251 Palmer Street Robertsdale, AL 36567	Greeno 920 Fairhope Ave. Fairhope, AL 36532	11
201 East Section Street	Craft Farms	8

Foley, AL 36535	3830 Gulf Shores Pkwy Gulf Shores, AL 36542	
15140 County Rd 49	Greeno	12
Summerdale, AL 36580	920 Fairhope Ave. Fairhope, AL 36532	

- Provide a fraud prevention tool such as “Positive Pay” or “Controlled Disbursement” preventing the clearing of checks that have been fraudulently altered and/or do not agree to the County’s check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the County. An online system shall give the ability to return or pay exception items.

### Positive Pay

In a survey conducted in 2011 by the Association of Financial Professionals (AFP)<sup>1</sup>, check fraud was determined to be the most common type of fraud attempted. As an integral part of managing payment risk, The Baldwin County Commission will benefit from our Positive Pay tool, especially designed to notify you of checks presented for payment that do not match the file of items you have reported to the bank.

The screenshot displays the BBVA Compass Positive Pay interface. At the top, there are navigation tabs for 'Positive Pay', 'Check Return', 'Issue Report', 'Pos Pay Accounts', 'Pos Pay Inquire', and 'Pos Pay Report'. The main content area shows a list of check exceptions for 'Valued Customer 100'. The table includes columns for Date Paid, Check #, Paid Amount, DIN, Exception Type, Image, Instructions, Reason, and Last Modified By. Several rows are visible, showing various exception types such as 'Paid-No-Issue Item', 'Stale Dated Item', and 'Dollar Amount Mismatch'. Some rows have dropdown menus for 'Instructions' and 'Reason'. A legend at the top right indicates that items in red have already been dispositioned.

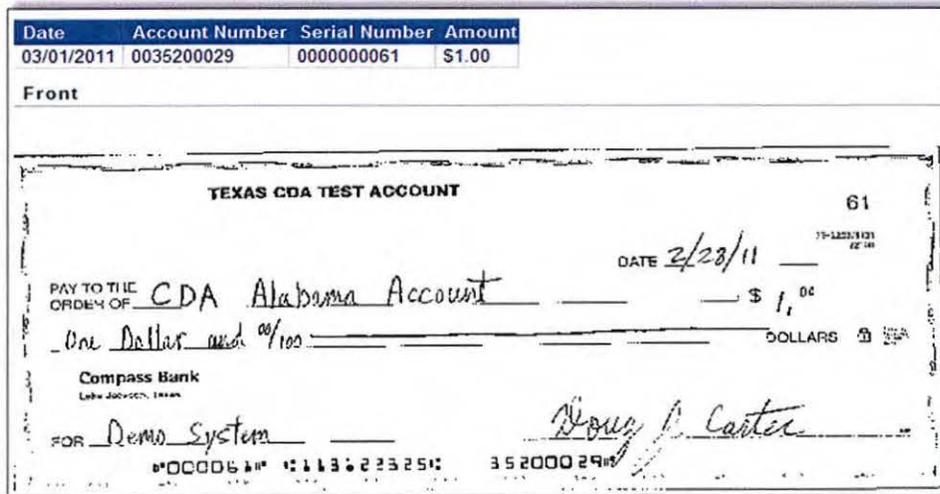
Date Paid	Check #	Paid Amount	DIN	Exception Type	Image	Instructions	Reason	Last Modified By
Sep 23, 2011	5710	\$18.82	00000000021003487	Paid-No-Issue Item		Please select an instruction	NA	
Sep 23, 2011	5729	\$92.71	00000000021003676	Paid-No-Issue Item		Return	Invalid Signature	ValueCust100 ValueUser1 09/26/2011 05:26:38
Sep 23, 2011	5467	\$120.60	00000000021003532	Stale Dated Item		Please select an instruction	NA	
Sep 23, 2011	5295	\$134.50	00000000021003387	Stale Dated Item		Please select an instruction	NA	
Sep 23, 2011	5695	\$157.60	00000000021003594	Dollar Amount Mismatch		Issue Pay Return	NA	
Sep 23, 2011	5675	\$182.77	00000000020003563	Paid-No-Issue Item		Please select an instruction	NA	
Sep 23, 2011	5696	\$192.38	00000000021003597	Stop Payment on File		Please select an instruction	NA	
Sep 23, 2011	5723	\$291.82	00000000021003301	Paid-No-Issue Item		Return	Forgery/Fraud	ValueCust100 ValueUser1 09/26/2011 05:26:21
Sep 23, 2011	5682	\$298.12	00000000021003624	Dollar Amount Mismatch		Please select an instruction	NA	
Sep 23, 2011	5349	\$617.23	00000000021003413	Stale Dated Item		Please select an instruction	NA	
Sep 23, 2011	5402	\$781.19	00000000021003219	Stale Dated Item		Please select an instruction	NA	
Sep 23, 2011	5709	\$500.00	00000000021003938	Dollar Amount Mismatch		Please select an instruction	NA	
Sep 23, 2011	5356	\$381.25	00000000021003236	Stale Dated Item		Please select an instruction	NA	

<sup>1</sup> Results taken from the AFPs Payments Fraud Survey. Results based on 71% of organizations surveyed that experienced attempted or actual payments fraud in 2010.

Positive Pay report allowing user to pay or return exceptions

You may submit issue files by 10:00 p.m. CT for inclusion in same day processing. We will process information transmitted after this time the following business day. To allow you time to research these items, the bank will report all exception by 10:30 a.m. You may access check images directly for the exception report. The Baldwin County Commission will use Compass e-Access to provide us with instructions to pay or return exception items by 1:00 p.m. We also have an alert service that accompanies our Internet module where we can deliver e-mail, phone, or fax notifications to inform users that they have Positive Pay exceptions to review.

As part of your security policy, The Baldwin County Commission can determine a maximum dollar for checks on an account level. We will report checks received in excess of the dollar threshold as "maximum dollar exceeded" exceptions on the positive pay reports, even if the item is on the issue file. The Baldwin County Commission would then decide whether to pay or return the item. If you fail to provide a decision by the disposition deadline, we will follow the instructions you have placed on file.



Sample Positive Pay check image

The Baldwin County Commission can use the Positive Pay module within Compass e-Access to view exception items and enter disposition instructions. You will also have the option to can enter positive pay issue and void files either manually or through import files using this platform.

The system also allows The Baldwin County Commission to view and print reconciliation reports; review, research, and view positive pay exceptions; and make inquiries to the online image archive. You may also request copies through Business Relationship Services for delivery by e-mail, fax, or mail. We house 120 days of images in our online archive.

## Controlled Disbursements

We also offer Controlled Disbursements or CDAs which help you manage your daily cash position by providing you with early morning notification of check clearings and allowing you to fund your disbursements that same day.

### Service Advantages

- Maximizes investment and borrowing opportunities while providing control over outgoing cash flow
- Allows more precise identification of your daily cash position through early notification
- Allows you to fund the majority of your disbursements on a same-day basis
- Enables you to borrow or invest early in the day

14. Provide all other routine banking services including but not limited to endorsement stamps, locking bags, and night deposit service available at main branch and each site.

BBVA Compass is pleased to offer all routine banking services and supplies. As part of the implementation process our Treasury team will determine the items and quantities needed for each location.

**Above services to be stated as Exhibit 2**

**Lockbox Services**

The County utilizes lockbox services for Solid Waste Collection customer payments. Describe the services including the lockbox location and a full description of the service. The fees shall be paid through direct fees invoices once a month or an alternative method as specified in the Contractor's Proposal

**Lockbox Services**

BBVA Compass' OCR (optical character recognition) Lockbox Service enables your company to successfully outsource the processing of consumer-based remittances. By using a customized return document designed to be read by high-speed processing equipment, this service enables your company to make deposits earlier in the day while improving the overall processing efficiency of your cash application cycle. Not only does a lockbox accelerate your cash flow while reducing float time but it also provides the advantages below.

- Ensures prompt deposits as items are retrieved and processed throughout the day
- Eliminates time consuming mail receipt and processing of daily remittances—freeing valuable time in your office for more productive tasks
- Speeds information flow associated with payment processing so that information can be immediately employed with back end systems in your Accounts Receivable and Collection departments

Our seasoned BBVA Compass team has been provided Lockbox services since 1976. We can provide you with an in depth knowledge you can consult as your processing environment changes, an experienced technical staff so you can be assured of a smooth transition, and a flexible approach which grows as you grow.

Additionally you can count on advantages including the following:

- Compass e-Access® Enhanced Lockbox Reporting module allows you the flexibility to search and retrieve remittance information based on criteria specific to your company
- Use our custom image transmission to upload daily Account Receivable data, check and document images directly into your enterprise archive
- Use Lockbox Remittance Archive to receive a virtual printout of your daily package
- Download data and images for use with other business applications
- Utilize our data entry service, expanding your search capabilities
- Utilize stop file technology to outsource non-complying transactions
- Outsource change of address and capture related data for our daily file
- Our optional Online Decisioning service allows you to review transactions that meet certain criteria for further evaluation and processing before encoding occurs

The banks experienced team is adept at learning the tendencies of each client and their payee's. This background allows us to escalate issues whenever they arise. BBVA Compass aims for quality and often exceeds our goal for accuracy of 98%.

Business continuity is vital to our service which is why each lockbox site is part of BBVA Compass Lockbox Services system network using the same Vicor processing platform. This allows us to store data and images centrally within the bank's core system architecture. As a part of this core architecture, BBVA Compass backs all data and images up as work is processed throughout the day. Therefore, BBVA Compass can easily work around minor system failures (e.g., a single workstation issue) or a major catastrophic event (e.g., an entire site becomes disabled).

### **Merchant/Credit Card Services**

The County accepts Visa, MasterCard, and Discover credit and debit cards at its cashier locations for Solid Waste Collection Administration Office and over the internet (WEB) using Authorize.Net. The County will need one merchant numbers.

Bank/Provider shall provide merchant services as follows:

1. Charges for credit card, debit card, and e-checks services are to be assessed as quoted in RFP response by either of the alternative methods described herein.
2. Credit card swipe readers/magnetic swipe readers for credit and debit cards will be provided for use at the County by the bank/provider credit card service. Equipment must be able to electronic transmittal of deposits to County's Solid Waste Collection Fund account. The point of sale equipment pricing should be presented in the proposal.
3. Credit card tickets and other required supplies should be provided by the bank/provider.
4. Funds are deposited daily with fees are billed once a month.
5. Support for the County's current Web Authorize e-commerce software must be provided. The County will be transitioning to a new payment gateway (PayFlow Pro) within the next few months.

**Above services to be stated as Exhibit 3**

**EXHIBIT 2**

BALDWIN COUNTY COMMISSION  
PROPOSAL RESPONSE FORM  
BANKING SERVICES

In accordance with the terms of the Request For Proposals, Banking Services for the Baldwin County Commission, dated November 14, 2012

\_\_\_\_\_ BBVA Compass \_\_\_\_\_ hereby  
submits (Name of Institution)  
the following response.

**1 Month LIBOR plus 0.01% (.26% floor)**

**Current 1 Month Libor = 0.20900% plus 0.01% = 0.21900% so current rate paid to BCC would be the floor of 0.26%.**

The Commission would have earned \$ 309,041.29 had \$ 115,207,918 been on deposit with this institution from October 1, 2011 through September 30, 2012 under the terms as proposed.

Earnings will occur on the reserve requirement for demand deposits.

Earnings will occur on the reserve requirement on CD investments.

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

Title: Vice President

Print Name and Title: Lee Webb, Vice President

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

**EXHIBIT 3**

BALDWIN COUNTY COMMISSION  
 PROPOSAL RESPONSE FORM  
 CREDIT CARD MERCHANT SERVICES

**Banking Services Quotation Forms**

BBVA Compass  
 (Name Institution)

Credit Card Services

<u>Total Sales (10/2012)</u> <u>Transaction 10/2012)</u>	<u>Total # o f Transactions (10/2012)</u>	<u>Average</u>
\$89,424.84	1191	\$75.08

Merchant Services Fees:

Discount Rate \$0.13 V/MC/Discover Authorization Fee/\$0.10 Amex Auth Fee

Other Costs (specify):

- \$0.10 – Amex Authorization Fee
- \$25.00 – Charge Back Fee
- \$5.00 – Monthly Minimum Fee
- \$0.10 – Visa Misuse of Authorization Fee
- \$0.15 – Visa Zero Floor Limit Fee
- \$7.99 – Monthly PCI Compliance Solutions Program Fee
- \$0.13 – Per Batch Settlement Fee
- \$0.50 – Voice Authorization Fee
- Interchange Pass Through Fees from Visa/MC/Discover
- Amex fees are separate and will be charged by Amex directly

Total annual costs based on 10/2012 Estimates \$ 1,857.96\*\*  
 [(1191 trans x 12 months) x (\$0.13 V/MC/Discover Authorization Fee)] **\*\* Does not include**

**Interchange Pass Through Fees from Visa/MC/Discover**

What is the cost, if any, of the following equipment:

Swipe Readers:     \$65 (Authorize.net)     each

Installation Cost:     \$0.00 from BBVA Compass    

Other Charges (itemize):

New VX510LE - \$189

New VX510 DC - \$259

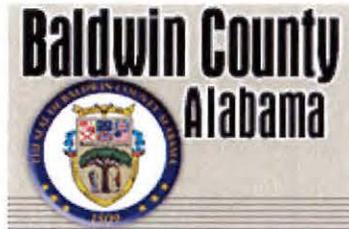
New VX570 - \$379

New Hypercom T4205 - \$279

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Partners in Powerful Payment Processing Solutions

## Merchant Processing Proposal



**December 3, 2012**

Kathryn Ellis  
Treasury Management  
Treasury Management Officer  
Office: 251-470-7428  
[kathryn.ellis@bbvacompass.com](mailto:kathryn.ellis@bbvacompass.com)

Adam Wright  
Treasury Management  
Merchant Product Solution Specialist  
Office: 256-318-4544  
[adam.wright@bbvacompass.com](mailto:adam.wright@bbvacompass.com)

- **Exceptional Customer Service**

Providing exceptional customer support is a core belief at BBVA Compass. Baldwin County Commission will receive excellent customer service from our Merchant Customer Service Team. Our customer service team is available by phone Monday through Friday, 7 am CST to 7 pm CST; and, they can be reached at 1-800-239-1220 x 0. Also, when using BBVA Compass' processing equipment, you will have access to our 24/7 Technical Help Desk for all of your equipment technical needs. The 24/7 Technical Help Desk is available by phone at 1-800-552-8227.

- **BBVA Compass and TSYS Acquiring Solutions Platform**

BBVA Compass partners with TSYS Acquiring Solutions for transaction processing. Through this partnership, our clients are provided with industry leading authorization and capture, clearing and settlement, and technical assistance. TSYS is the primary processing network/platform that BBVA Compass uses for all merchant processing.

- **PCI Compliance**

All BBVA Compass merchants that store, process or transmit payment card data must comply with the Payment Card Industry (PCI) Data Security Standard (DSS) controls and processes. Without compliance, you risk costly fines, audit costs, restrictions or worse should a data security breach occur. For that reason, BBVA Compass has partnered with ControlScan, an Approved Scanning Vendor (ASV), by the PCI Data Security Council and a leading provider of PCI DSS security solutions.

ControlScan's PCI 1-2-3 Solutions equip you with robust, yet simple-to-use tools that help streamline the compliance process for PCI DSS, all from an easily accessible online portal, [www.controlscan.com/bbvacompass](http://www.controlscan.com/bbvacompass)

- **Funds Availability and Merchant Fee Billing**

MasterCard, Visa, and Discover proceeds are deposited by ACH within 24 business day hours into your BBVA Compass checking account; 48 to 72 business day hours for depositing to any other bank. BBVA Compass does not withhold processing fees from daily credit card deposits; the total daily batch dollar amount is made available immediately. Processing fees are debited one month in arrears and will be debited from the merchant's bank account on the 15<sup>th</sup> of each month.

- **Reporting Capabilities**

E-Connections is a comprehensive merchant online information management tool that delivers a complete view of your authorized transactions, as well as historical data. E-Connections gives you the ability to query, view and download production data, validate batch totals, view authorization and capture detail, and "drill down" to research details on specific transactions.

Our no cost online access offers the following:

- Internet reporting service
- Secure and convenient Internet access
- Merchant transaction and batch detail/summary level information, daily authorization and capture transactions, daily clearing and settlement transactions
- Supplemental payment information: additional payment forms, interchange, and monthly statement billing
- Cash flow information
- Your accounting and finance staff will be able to increase their productivity and operational effectiveness by gaining instant access to online statements, which give them the numbers they need to reconcile at anytime

- **Underwriting**

BBVA Compass' acceptance of the processing relationship is dependent upon a review of Baldwin County Commission's financials and approval by BBVA Compass credit administration.

- **Ticket Retrieval and Chargebacks**

When a dispute is submitted by a card holder and their issuing bank, the case is entered into a work queue at TSYS Dispute Resolution (TDR). All disputes are worked by oldest to newest to ensure that items that have an upcoming response date are handled first. The notification information includes the original transaction date, amount, card data, and the retrieval reason. This information is then faxed to the merchant. If no fax number is provided, or the fax attempt is unsuccessful, the notification will be mailed through USPS.

A total of 27 days is given by Visa for retrieval responses. BBVA Compass allows a total of nine days for the merchant to respond, so that we can review the submitted documentation, follow up, if necessary, and respond by the required date to Visa.

Defending cardholder disputes on behalf of merchants is an essential function. The process is typically manual and labor intensive, requiring expert resources that understand how to interpret card brand rules and manage time-sensitive deadlines. BBVA Compass uses TSYS Dispute Resolution (TDR) to deliver industry leading chargeback and dispute processing services to our clients. The TDR chargeback and dispute processing team focuses exclusively on the dispute management process, with investigators averaging more than fifteen years of industry experience. They understand how to correctly interpret card brand rules and regulations while delivering an aggressive and successful chargeback defense.

Chargebacks are debited as individual transactions and are debited from the account into which they were originally deposited.

A chargeback fee of \$25.00 is assessed for each chargeback and each retrieval; no other fees are assessed for handling.

- **What differentiates BBVA Compass from the competition?**

BBVA Compass' vision is "Outstanding sales and service through dynamic processing solutions and commitment to our clients, team members, organization, and industry."

BBVA Compass provides you with the benefits of being one of the world's ten largest banks while also offering you dedicated contacts to assist you with the implementation, training, and ongoing maintenance of your merchant card program. At a high level, we offer a very competitive merchant card program while retaining the flexibility to customize our services to meet your needs.

Our clients say they appreciate our relationship approach and our team of experts that we use to manage implementations.

We are "reachable" and "reliable" in an industry accused of making "customer service" an oxymoron.

We will work to earn your business every day by providing outstanding operational quality, dependable customer service, and a continuous flow of ideas to help you maintain your competitive edge with your clients.

- **How long has BBVA Compass been offering Merchant Services?**

BBVA Compass has been processing credit card transactions for over 30 years. Currently, our portfolio consists of over 14,000 active merchant accounts, 45.5 million transactions, and \$3.6 billion in processing volume.

As with any organization, building upon relationships is a key to success in our diverse business world. BBVA Compass is no different in the fact that we value our clients to unite on the common front of providing exceptional services that puts you, our client, at the center of our operations.

## BBVA Compass Quality Awards Received

### BBVA Compass Wins Greenwich Excellence Awards<sup>1</sup>

- Bank wins 10 awards, including seven in the small business segment and three in middle market
- More than 750 banks evaluated for each set of awards

BIRMINGHAM, Ala., Jan. 23, 2012 /PRNewswire/ -- BBVA Compass today announced it won 10 Greenwich Excellence Awards for small business and middle market banking, nearly doubling the number from 2010.

The awards, based on input from more than 13,000 small business customers and 11,000 middle market customers, are given to banks distinguishing themselves through service, products and lending. With more than 750 banks evaluated for each set of awards, BBVA Compass was among an elite group of just 5 percent receiving the honor.

"Receipt of the Greenwich Excellence Awards is evidence of our customer-centric strategy at work," said Rafael Bustillo, head of commercial banking for BBVA Compass. "The awards confirm that placing the customer at the heart of business and simple and transparent communication create value for each of us. As customers' businesses grow, so do we."

"BBVA Compass believes that banks should serve communities by fostering growth," said Chris Ward, small business segment director. "That means offering product solutions and industry-leading customer service to suit businesses of all industries, sizes and life stages. These awards affirm our customers' conviction that we not only do that, but do it well."

### BBVA Compass' 10 Greenwich Excellence Awards include:

#### Small Business Banking

- \*Overall Satisfaction
- \*Relationship Manager Performance
- \*Branch Satisfaction
- \*Treasury Management – Overall Satisfaction
- \*Treasury Management – Customer Service
- \*Western Region – Overall Satisfaction
- \*Treasury Management, Western Region – Overall Satisfaction

#### Middle Market Banking

- \*Overall Satisfaction
- \*Financial Stability
- \*Treasury Management, Southern Region – Overall Satisfaction

- **Online Payment Processing with Authorize.net and PayFlowPro**

BBVA Compass is compatible with Authorize.net, the gateway that Baldwin County Commission currently utilizes for online credit card processing. However, because your current Merchant Services provider opened your Authorize.net account, Baldwin County Commission must close the current Authorize.net account and open a new account directly with Authorize.net. BBVA Compass will then provide a one-page PDF document which contains the detailed merchant account information that you will provide to Authorize.net so that they can communicate with BBVA Compass. Conversion costs and processing fees assessed by Authorize.net are the responsibility of Baldwin County Commission.

BBVA Compass is also compatible with the PayFlowPro gateway that Baldwin County Commission is planning on converting to in the near future. Once Baldwin County Commission proceeds with converting to the PayFlowPro gateway, BBVA Compass will provide a detailed document for programming the new PayFlowPro account to communicate with BBVA Compass' processing platform. If Baldwin County Commission wishes to accept e-check, PayFlowPro will provide these services. Conversion costs and processing fees, including e-check fees, assessed by PayFlowPro are the responsibility of Baldwin County Commission.

- **Implementation**

BBVA Compass will establish a conversion team specific to Baldwin County Commission. We will work in partnership with you to customize an implementation plan to insure a smooth transition when moving your merchant business to BBVA Compass. The implementation plan will be to your specifications and will move at your pace.

The process of the conversion would be based on three phases:

1. Credit Card Processing gateway and/or terminal selection by Baldwin County Commission and BBVA Compass' compatibility verification with the selected processing gateway and/or terminal. (BBVA Compass is compatible with the current VX 570 terminal that Baldwin County Commission utilizes).
2. Implementation of compatible solution(s)
3. Transaction Processing Confirmation

Throughout each process, weekly calls (more if needed) will be established to ensure that all components of the project plan are completed accurately and on time. It is crucial that both BBVA Compass and Baldwin County Commission work together to ensure a smooth transition.

## BBVA COMPASS MERCHANT SERVICES FEE SCHEDULE



<b>Baldwin County Commission</b>	
Cost Plus Pricing Discount*	0.00%
<b>Other Fees</b>	
MasterCard, Visa, Discover Authorization Fee	\$0.13
Non Bankcard Authorization Fee (AMEX)	\$0.10
Chargeback Fee	\$25.00
Monthly Statement Fee	waived
Monthly Minimum Fee	\$5.00
Visa Misuse of Authorization System	\$0.10
Visa Zero Floor Limit	\$0.15
Monthly PCI Compliance Solutions Fee	\$7.99
Per Batch Settlement Fee	\$0.13
Voice Authorization	\$0.50
AVS Per Item	\$0.00
<i>All fees listed are per merchant ID.</i>	
<b>Terminal Options - Purchase Only, New Equipment</b>	
VeriFone VX510LE Analogue	\$189.00
VeriFone Vx510LE-non LE Dual Comm-purchase	\$259.00
VeriFone Vx570 (Omni 5700)	\$379.00
HyperCom T4205-purchase (analogue line)	\$279.00

\* plus the pass-through of Visa, MC and Discover Interchange and Fees

Pricing is applicable for 45 days from the date of this proposal. Third party gateway setup, conversion, change or other fees will be quoted and billed by the respective vendor. The BBVA Compass processing fees quoted are exclusive of any IP, lease-line or other setup or monthly communication fees that may be incurred.

### • Pricing Considerations

The pricing offered above is referred to as Interchange Pass Through plus a flat Authorization Fee of \$0.13 for Visa/MC/Discover transactions. Also, American Express transactions will be assessed a \$0.10 authorization fee. BBVA Compass is offering pass through on the actual rates and fees that Visa, MasterCard, and Discover charge BBVA Compass and all credit card processors. (See attached Interchange Schedule Fall 2012).

Instead of limiting you to 3 to 5 rates, BBVA Compass “un-bundles” the Visa, MasterCard, and Discover interchange pricing, so that you can take advantage of all of the different levels of pricing. You will receive the best level of interchange based upon the card type (credit, debit, rewards, commercial, and purchase cards), the method in which you process the cards (swiped or keyed), and the information you key into the credit card terminal or software (address and ZIP Code, invoice, tax, and line item detail).

BBVA Compass will credit back to you the appropriate and corresponding level of Interchange based on the attached Interchange Schedule Fall 2012 on all return items.

- **Conclusion**

BBVA Compass currently partners with numerous municipalities and government entities and, we strive each and every day to exceed our clients' expectations. We take great pride in being client focused and backing up our products/services by being committed to you and, by taking responsibility for your banking relationship.

We welcome the opportunity to present the information included in the proposal to you in person, so that we can discuss the complexities of merchant processing, share our industry expertise, and explain the benefits of processing with BBVA Compass.

We will work to earn your business every day by providing outstanding operational quality, dependable customer service, and a continuous flow of ideas to help you maintain your competitive edge with your clients.

We appreciate this opportunity to bid on your business, and we look forward to working with you and for you.

- **References**

References are available upon request.

- **Attachments**

- Visa, MC, Discover Fall 2012 Interchange Schedule
- e-Connections User Guide
- Sample Statement
- Estimated Savings Comparison Spread Sheet

BBVA Compass			BB&T			BBVA Compass		
Baldwin Co Commission - Oct 2012	Sales	Number of Items	Rate	Item Charge		BBVA Compass Discount Rate	BBVA Compass Auth Fee	Amount Charged
Visa	\$68,254.98	906	0.20%	\$0.15	\$272.44	0.00%	\$0.00	\$0.00
Visa Debit					\$0.00	0.00%	\$0.00	\$0.00
Visa Business					\$0.00	0.00%	\$0.00	\$0.00
MasterCard	\$20,028.31	266	0.20%	\$0.15	\$79.96	0.00%	\$0.00	\$0.00
MasterCard Debit					\$0.00	0.00%	\$0.00	\$0.00
MasterCard Business					\$0.00	0.00%	\$0.00	\$0.00
Discover	\$1,141.55	19	0.20%	\$0.15	\$5.14	0.00%	\$0.00	\$0.00
ATM/Debit					\$0.00	0.00%	\$0.00	\$0.00
Amex					\$0.00	0.00%	\$0.00	\$0.00
	\$89,424.84	1191			\$357.54			\$0.00

Summary of Card Fees	Sales Amount	Number of Items	Rate	Item Charge	Amount Charged	Visa/MC Interchange Rate	Visa/MC Interchange Per Item	Amount Charged
PCI Compliance Solutions Program Monthly Fee					\$0.00			\$7.99
Network Access Fee		1		\$5.00	\$5.00		\$0.00	\$0.00
Visa Network Access Fee		906			\$0.00		\$0.0195	\$17.67
MC Network Access Fee		266			\$0.00		\$0.0185	\$4.92
Discover Network Access Fee		19			\$0.00		\$0.0185	\$0.35
Visa/MC/Discover Authorization Fee		1191			\$0.00		\$0.13	\$154.83
PCI DSS Certification Program Fee		1		\$5.95	\$5.95		\$0.00	\$0.00
VS FANF CNP Fee		1		\$15.00	\$15.00		\$15.00	\$15.00
VS FANF CP Fee		1		\$2.00	\$2.00		\$2.00	\$2.00
PCI DSS Non-Compliance Fee		1		\$15.95	\$15.95		\$0.00	\$0.00
October Interchange Correction					-\$6.68		\$0.00	\$0.00
Interchange Pass Through					\$669.27			\$669.27
					\$0.00			\$0.00
	\$0.00	2387			\$706.49			\$872.03

This is an estimation of annual savings only and is based upon the information provided by the client and does not guarantee savings. ALL RATES AND FEES OFFERED IN THE COST COMPARISON ARE VALID FOR 45 DAYS FROM THE DATE OF THE BBVA COMPASS FEE SCHEDULE.

Total	\$1,064.03	Total	\$872.03
Estimated Annual Savings	\$2,303.97		

# Merchant Statement

BBVA COMPASS  
 ATTN: CUSTOMER SERVICE DEPT  
 800-239-1220  
 PO BOX 2210  
 DECATUR, AL 35699-2210

Processing Month: 10-11 2870  
 Association Number: 123456  
 Merchant Number: 221000000  
 Routing Number: xxxxx1234  
 Deposit Account Number: xxxxx1234

## Cost Plus Statement Example

ABC BUSINESS  
 C/O JOHN Q. SMITH  
 PO BOX 12345  
 ANYWHERE, US 12345

Amount Deducted:  
 \$ 18,674.96

### Plan Summary

Plan Code	Number of Sales	Amount of Sales	Number of Credits	Amount of Credits	Net Sales	Average Ticket	Disc P/I	Disc %	Discount Due
VS	440	189,214.50	32	13,254.12	175,960.38	431.28	.000	.900	1583.64
VD	1,293	426,112.08	30	4,747.64	421,364.44	333.62	.000	.900	3792.28
VB	57	20,085.15	02	179.41	19,905.74	361.92	.000	.900	179.15
MC	341	136,664.94	32	11,934.59	124,730.35	403.66	.000	.900	1122.57
MD	453	133,735.79	05	575.30	133,160.49	297.23	.000	.900	1198.44
MB	30	7,830.26	01	20.00	7,810.26	269.32	.000	.900	70.29
AM	00	.00	00	.00	.00	.00	.000	.900	.00
DS	130	59,744.82	11	4,304.88	55,439.94	465.88	.000	.900	498.96
DB	00	.00	00	.00	.00	.00	.400	.000	.00
**	<b>2,744</b>	<b>973,387.54</b>	<b>113</b>	<b>35,015.94</b>	<b>938,371.60</b>	<b>354.73</b>			<b>8445.34</b>

### Deposits

Day	Reference Number	Tran Code	Plan Code	Number of Sales	Amount of Sales	Amount of Credits	Discount Paid	Net Deposit
03	90011120210	D	VS	12	8,419.74	.00	.00	.00
03	90011120210	D	VD	37	10,740.18	.00	.00	.00
03	90011120210	D	MC	05	3,047.79	.00	.00	.00
03	90011120210	D	MD	09	3,398.45	.00	.00	.00
03	90011120210	D	DS	01	713.51	.00	.00	26,319.67
03	90011380794	D	VS	01	10.00	.00	.00	.00
03	90011380794	D	VD	04	69.00	.00	.00	.00
03	90011380794	D	MC	01	10.00	.00	.00	.00
03	90011380794	D	MD	05	79.00	.00	.00	168.00
03	90011390856	D	VS	13	170.00	.00	.00	.00
03	90011390856	D	VD	22	290.00	.00	.00	.00
03	90011390856	D	VB	02	20.00	.00	.00	.00
03	90011390856	D	MC	06	70.00	.00	.00	.00
03	90011390856	D	MD	06	100.00	.00	.00	.00
03	90011390856	D	MB	02	20.00	.00	.00	.00
03	90011390856	D	DS	04	90.00	.00	.00	760.00
03	90011410857	D	VD	01	125.00	.00	.00	.00
03	90011410857	D	MC	01	125.00	.00	.00	250.00
03	90011430832	D	VS	01	25.00	.00	.00	.00
03	90011430832	D	VD	02	50.00	.00	.00	75.00
03	90011427808	D	VD	00	.00	70.00	.00	-70.00
03	90011400748	D	VD	00	.00	90.00	.00	-90.00
03	90011130229	D	VD	07	4,815.46	.00	.00	.00
03	90011130229	D	MC	03	969.40	.00	.00	.00
03	90011130229	D	MD	06	2,004.03	.00	.00	7,788.89
03	90011440866	D	VD	05	1,561.19	.00	.00	.00
03	90011440866	D	VB	01	1,042.48	.00	.00	.00
03	90011440866	D	MC	01	236.53	.00	.00	2,840.20
03	90011140249	D	VS	04	2,076.50	.00	.00	.00
03	90011140249	D	VD	09	3,573.88	.00	.00	.00
03	90011140249	D	MD	05	1,426.34	.00	.00	.00
03	90011140249	D	MB	01	748.79	.00	.00	.00
03	90011140249	D	DS	01	25.00	.00	.00	7,850.51
03	90011360763	D	VS	01	30.00	.00	.00	.00

#### PLAN CODES

VS - VISA  
 VL - VISA LARGE TICKET  
 VD - VISA DEBIT  
 VB - VISA BUSINESS  
 V\$ - VISA CASH ADVANCE  
 MC - MASTERCARD  
 ML - MASTERCARD LARGE TICKET  
 MD - MASTERCARD DEBIT  
 MB - MASTERCARD BUSINESS  
 M\$ - MASTERCARD CASH ADVANCE

DS - DISCOVER  
 DD - DISCOVER DEBIT  
 DZ - DISCOVER BUSINESS  
 DJ - DISCOVER JOB  
 D\$ - DISCOVER CASH ADV  
 JC - JCB  
 AM - AMERICAN EXPRESS  
 DB - DEBIT  
 EC - ELECTRONIC CHECK  
 EB - EBT

#### TRANSACTION CODES

T - ALL PLANS  
 1 - PLAN ONE  
 2 - PLAN TWO  
 3 - PLAN THREE  
 D - DEPOSIT  
 C - CHARGEBACK  
 A - ADJUSTMENT  
 B - CHARGEBACK REVERSAL

# Merchant Statement

BBVA COMPASS  
 ATTN: CUSTOMER SERVICE DEPT  
 800-239-1220  
 PO BOX 2210  
 DECATUR, AL 35699-2210

Processing Month: 10-11 2870  
 Association Number: 123456  
 Merchant Number: 221000000  
 Routing Number: xxxxx1234  
 Deposit Account Number: xxxx1234

ABC BUSINESS  
 C/O JOHN Q. SMITH  
 PO BOX 12345  
 ANYWHERE, US 12345

Amount Deducted:  
 \$ 18,674.96

				Fees	
Number	Amount	Description		Total	
		MONTHLY MAINTENANCE FEE		5.00	
		DATA BREACH INSURANCE PROGRAM		9.99	
1,883		VISA NETWORK ACCESS AUTHORIZATION FEE		36.72	
04		CHARGEBACK FEE @ \$25.00 PER ITEM		100.00	
09	2,408.05	VS BUSINESS CNP 2.25% \$0.10		55.08	
03	30.00	VS CORPORATE CNP 2.20% \$0.10		.96	
10	140.00	VS PURCHASING CNP 2.55% \$0.10		4.57	
41	23,697.99	VS VSP CNP 2.40% \$0.10		572.85	
06	1,898.68	VS INTL SVC ASSESSMENT FEE (SALE) 0.40%		7.59	
02	30.00	VS IR PREMIUM 1.80%		.54	
06	1,898.68	VS INTERNATIONAL ACQUIRER FEE 0.45%		8.54	
01	1,354.02	VS BUS ENH CNP 2.45% \$0.15		33.32	
21	1,144.60	VS CPS RETAIL 2 PP 0.65% \$0.15		10.59	
03	2,183.54	VS CPS RETAIL 2 PP CAP \$2.00		6.00	
1,099	377,226.09	VS REGULATED DEBIT W/ FA 0.05% \$0.22		430.39	
81	52,696.94	VS CPS RETAIL 2 DB CAP \$2.00		162.00	
123	9,013.99	VS CPS RETAIL 2 DB 0.65% \$0.15		77.04	
03	1,828.68	VS IR STANDARD 1.60%		29.26	
393	163,617.83	VS CPS RETAIL 2 1.43% \$0.05		2,359.38	
-31	-13,214.12	VS CR VOUCHER CONSUMER 1.76% \$0.00		-232.57	
-01	-129.41	VS CR VOUCHER COMM 2.24% \$0.00		-2.90	
	635,411.73	VS DUES & ASSESSMENTS 0.11%		698.95	
60	25,771.85	MC WE MERIT 1 2.50% \$0.10		650.30	
80	32,009.95	MC ENH MERIT 1 2.04% \$0.10		661.00	
02	99.88	MC MWB DATA RATE 2 2.37% \$0.10		2.57	
09	5,365.60	MC MCB DATA RATE 2 2.20% \$0.10		118.94	
01	10.00	MC MCO DATA RATE 2 2.15% \$0.10		.32	
07	260.00	MC MCF DATA RATE 2 2.50% \$0.10		7.20	
04	80.00	MC MCP DATA RATE 2 2.40% \$0.10		2.32	
05	5,209.98	MC CROSS BORDER DOMESTIC 0.40%		20.84	
01	1,675.33	MC IR CONSUMER PREMIUM STANDARD		30.99	
02	734.59	MC BENH DATA RATE 2 2.32% \$0.10		17.24	
01	711.51	MC IR SUPER PREMIUM STANDARD 1.98%		14.09	
19	25,657.22	MC DUES AND ASSESSMENTS TIER 2		2.57	
05	5,209.98	MC ACQUIRER PROGRAM SUPPORT FEE 0.55%		28.65	
01	274.76	MC REGULATED DEBIT 0.05% \$0.21		.35	
139	46,304.15	MC REGULATED DEBIT W/ FA 0.05% \$0.22		53.73	
03	2,823.14	MC IR STANDARD 1.69%		47.71	
90	25,012.07	MC MERIT 1 1.89% + \$0.10		481.73	
87	809.51	MC MERIT 1 DB 1.64% + \$0.16		27.20	
229	87,440.12	MC EMERGING MARKET DB 0.80% + \$0.25		756.77	
-03	-387.86	MC CONSUMER DEBIT REFUND GROUP 3-1.40%		-5.43	
-32	-11,934.59	MC CONSUMER CREDIT REFUND GROUP 3-1.95%		-232.72	
-01	-20.00	MC CORPORATE CREDIT REFUND GROUP 2-2.30%		-.46	
106	48,661.09	MC WORLD MERIT 1 2.05% \$0.10		1,008.15	
	278,230.99	MC DUES & ASSESSMENTS 0.11% + \$0.00		306.05	
86	39,411.20	DS EMERGING MARKETS RW 1.45% \$0.05		575.76	
12	6,578.50	DS EMERGING MARKETS PR 1.45% \$0.20		97.79	
31	13,745.12	DS COMM BASE SUBMISSION 2.95% \$0.10		408.58	
-08	-3,445.53	DS CONSUMER ADJ VOUCHER 3 RW 1.75% \$0.00		-60.30	
-03	-859.35	DS COMMERCIAL ADJ VOUCHER 1 2.25% \$0.00		-19.34	
01	10.00	DS EMERGING MARKETS PP 2.30% \$0.10		.33	

PLAN CODES				TRANSACTION CODES			
VS -VISA	MC -MASTERCARD	DS -DISCOVER	JC -JCB	T -ALL PLANS	D -DEPOSIT		
VL -VISA LARGE TICKET	ML -MASTERCARD LARGE TICKET	DD -DISCOVER DEBIT	AM -AMERICAN EXPRESS	1 -PLAN ONE	C -CHARGEBACK		
VD -VISA DEBIT	MD -MASTERCARD DEBIT	DZ -DISCOVER BUSINESS	DB -DEBIT	2 -PLAN TWO	A -ADJUSTMENT		
VB -VISA BUSINESS	MB -MASTERCARD BUSINESS	DJ -DISCOVER JCB	EC -ELECTRONIC CHECK	3 -PLAN THREE	B -CHARGEBACK REVERSAL		
V\$ -VISA CASH ADVANCE	M\$ -MASTERCARD CASH ADVANCE	D\$ -DISCOVER CASH ADV	EB -EBT				

## **Appendix**

SAFE Certificate

Your BBVA Compass Team

Partnership Banking Flyer

BBVA Compass Fact Sheet

## **Certificate of Qualified Public Depository**

*I hereby certify that*

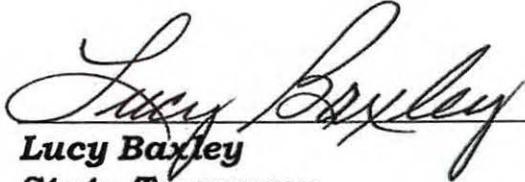
**Compass Bank**

---

*has fulfilled the necessary requirements and is designated a qualified public depository under the Security for Alabama Funds Enhancement Act (SAFE), as prescribed in Section 41-14A of the Code of Alabama 1975, as amended. Upon this designation, said financial institution is hereby qualified to receive and hold public funds.*

*Given under my hand and seal this 6th day of February, 2001.*



  
**Lucy Baxley**  
**State Treasurer**  
**Chairman, SAFE Board of Directors**

## Baldwin County Commission

### Your BBVA Compass Team

BBVA Compass has a seasoned team to work with Baldwin County Commission. The primary relationship team members in Corporate Banking Management, Treasury Management, Implementation and Corporate Client Services are listed below for your consideration.

#### **Corporate Banking Management**

❖ *Lee Webb, Vice President/Relationship Manager*

Lee, as Relationship Manager is your primary point of contact with BBVA Compass. He identifies ways to add value to your business through financial services and the resources of the bank and acts as coordinator in integrating them into your banking.

Office #: (251) 990- 7643

[lee.webb@bbvacompass.com](mailto:lee.webb@bbvacompass.com)

❖ *Ed Hammele, Corporate Banking Manager and Baldwin County Executive*

Ed serves as Corporate Banking Manager for the combined Mobile/Baldwin market for BBVA Compass. As Baldwin County Executive, he has responsibility for leading the commercial banking activities for BBVA Compass in Baldwin County.

Office #: (251) 990-7644

[ed.hammele@bbvacompass.com](mailto:ed.hammele@bbvacompass.com)

#### **Treasury Management**

❖ *Kathryn Ellis, Treasury Management Officer*

Your Treasury Management Officer will assist you in determining the best treasury management products for your company. She will maintain regular contact with you to ensure service performance is satisfactory and to introduce any new products and enhancements.

Office #: (251) 470-7428

[kathryn.ellis@bbvacompass.com](mailto:kathryn.ellis@bbvacompass.com)

❖ *Stephen Fauss, Associate Treasury Management Officer*

Office #: (904) 564-8229

[stephen.fauss@bbvacompass.com](mailto:stephen.fauss@bbvacompass.com)

## **Implementation**

❖ *Randy Ashmore, Treasury Management Analyst*

The Treasury Management Analyst will coordinate the implementation of your treasury management services. He will be in contact with you throughout the implementation process to keep you informed of the progress. In addition, you may contact your analyst for any changes to your services.

Office: (214) 346-6193 Fax #: (205) 297-2697

[randy.ashmore@bbvacompass.com](mailto:randy.ashmore@bbvacompass.com)

## **Business Relationship Services**

Business Relationship Services adds an important second layer of day-to-day service support to the resources of the relationship manager and treasury management professional. Staffed by a team of seasoned professionals, the group is dedicated to our valued corporate clients.

Office #: (800) 607-4444

[EastBRSCClientServices@bbvacompass.com](mailto:EastBRSCClientServices@bbvacompass.com)

# Partnership Banking Program

**Just for being a Partnership Banking member employee with BALDWIN COUNTY COMMISSION, you have the opportunity to save! Here are just a few ways you'll save with the BBVA Compass Partnership Banking Program:**

<p>Build-to-Order Checking<sup>SM1</sup></p> <p>Choose as many of these features as you'd like (Two are included. Each additional is \$2/month.)</p>	<p><b>Core Features:</b>            Online banking and bill pay            Email alerts            Personalized Check Card            \$2500 Identity Theft Insurance with Fraud Assistance<sup>2</sup></p> <p><b>Premium Features:</b>            No fee to use another bank's ATM            Rebates of other banks' ATM fees<sup>3</sup>            Interest on your checking account balance            \$25 cash on your account anniversary<sup>4</sup>            One overdraft fee forgiveness per year</p>
<p>Basic Savings</p>	<p>No monthly service charge with minimum balance or auto-transfer<sup>5</sup></p>
<p>Home Equity Loans and Lines of Credit</p>	<p>Receive 1.00% rate discount with auto payments from a Compass checking account. No application fees. Choose bank-paid or borrower-paid closing fees.<sup>6</sup></p>
<p>Simplified Line of Credit (SLOC)</p>	<p>2,000 CompassPoints® Rewards when approved and opened. Automatically earn 1 CompassPoints® for every dollar in advances from the Simplified Line of Credit.</p>
<p>Auto, Unsecured, Boat/RV and Other Secured Loans</p>	<p>1.00% off standard rates with auto-payments from a Compass checking account and Auto Loan rates as low as 5.49% APR (\$15,000 minimum loan amount)</p>
<p>Mortgage</p>	<p>\$300 credit after closing on any new, residential mortgage loan<sup>7</sup></p>
<p>Brokerage<sup>8</sup> (through BBVA Compass Investment Solutions, Inc.)</p>	<p>Complementary goal-based financial review            Place orders by phone or online</p>
<p>Credit Cards</p>	<p>Earn 20,000 CompassPoints (requires \$1,500 in purchases within 180 days of account opening)<sup>+</sup>            0% APR on Balance Transfers for 12 months based on credit worthiness (4% fee. Balance Transfer must be requested within 30 days of account opening)<sup>9</sup></p>

For more information, contact:  
 Contact Information

Account offerings subject to change. Deposit accounts require a \$25 opening deposit. One checking, savings and money market account per employee available for as long as you are employed with a participating company. Miscellaneous fees may apply. Accounts and Check Cards subject to approval. Credit cards, mortgages, installment loans, home equity lines of credit and home equity loans are subject to eligibility, loan program requirements and approval, including credit approval. To receive a discount on installment loans, home equity lines and home equity loans, automatic payment from a Compass checking account is required. BBVA Compass is a trade name of Compass Bank, Member FDIC.

<sup>1</sup>Account Pricing: EFFECTIVE FEBRUARY 15, 2011, there is a monthly service charge of \$8.95 per statement cycle for Build-to-Order Checking. This charge will not apply for statement cycles during which at least one of the following requirements are met:

- There is at least one Direct Deposit (ACH) credit of \$300 or more from an unrelated 3rd party (such as an employer or Social Security), OR
- The account has an average daily collected balance of at least \$1,500, OR
- The account is enrolled in the BBVA Compass Preferred Client Program.

If the primary accountholder is a student (active student ID required), the monthly service charge will not apply for a period of up to 5 years, or until the primary accountholder reaches age 25, whichever comes first, if the primary accountholder applies and is approved for student status.

<sup>2</sup> Identity Theft Insurance has been issued to Financial Services Association underwritten by American International Specialty Lines Insurance Company. Financial Services Association and American International Specialty Lines Insurance Company are NOT affiliates of Compass Bank. Please refer to the Benefit Summary included in your account opening documentation for complete details of coverage, limitations and exclusions. **The Insurance offered is NOT a deposit, NOT an obligation of Compass Bank, NOT FDIC insured and NOT guaranteed.**

<sup>3</sup>In order to receive rebate, ATM receipts showing ATM fees or account statements showing ISF fees must be mailed within 90 calendar days of the ATM transaction to Compass Bank. Rebate will be directly deposited into the checking account within 10 business days of receipt. Compass does not rebate International Service Fees for Point of Sale transactions (for example, purchases from a foreign merchant using your Check Card).

<sup>4</sup>\$25 anniversary feature paid on a prorated basis 12 months from the date you opened your account. See account disclosures for details.

<sup>5</sup> Effective February 15, 2011, the service charge for Basic Checking accounts will increase to \$11.95 per statement cycle. Effective October 1, 2009, all accounts will be charged a \$12 quarterly service charge every quarter the minimum daily collected balance falls below \$500. If you have an automatic, recurring monthly transfer of \$25 or more from a BBVA Compass checking account to your Basic Savings account in effect at the time the fee would be assessed, the service charge will not apply. Accounts with more than four (4) withdrawals per quarter are service charged \$3.00 for each additional withdrawal.

<sup>6</sup> **Closing Costs:** You can choose between bank-paid or borrower-paid closing costs on new Compass home equity products with amounts ranging from \$10,000 to \$250,000. Credit requests for less than \$10,000 or more than \$250,000 shall be subject to actual closing costs incurred and permitted by law. Closing costs paid by the lender will be recovered by the lender if the borrower pays the loan/line in full within two years.\* Closing cost offer not available with refinance of a first mortgage. Rates advertised are based on the borrower paying all applicable closing costs. A higher rate will apply to your loan/line of credit if you choose to have the bank pay your closing costs. Credit requests for less than \$10,000 or more than \$250,000 are not eligible for bank-paid closing costs feature and shall be paid by borrower subject to actual closing costs incurred and permitted by law. The Home Equity Lines of Credit current rate of 4.25% (Prime + 1.00%) applies to new lines of credit in the amount of at least \$50,000 with a maximum loan to value (LTV) equal to or less than 75% and a minimum Credit Bureau Score of 740, for customers with automatic loan payments from a BBVA Compass consumer checking account. This rate for will vary based on changes in the highest Prime Rate for U.S. banks as published in the "Money Rates" section of The Wall Street Journal. Borrower must have a BBVA Compass consumer checking account and have their monthly loan payment auto-debited from that account to qualify for the offered rate. The BBVA Compass checking account must be opened prior to the loan closing date. Auto-debit enrollment forms must be signed by borrower at or before loan closing. Other rates are offered on lines of credit in amounts less than \$50,000, with higher LTVs or lower credit bureau scores and without auto-debit. In the event you discontinue auto-debit from your BBVA Compass account the interest rate on your loan may be increased by 1%. Example: a loan with a rate of Prime plus 4% would be increased to Prime plus 5% resulting in your APR increasing from 7.25% APR to 8.25% APR (Prime as of 12/7/10 at 3.25%). The terms of an Equity Optimizer permit fixing the rate and monthly payment amount for specified portions of the revolving balance during the draw period ("the Fixed Rate Option"). The APR for each Fixed Rate Option is the highest Prime Rate published in The Wall Street Journal's "Money Rates" section (as described in the Equity Optimizer Credit Agreement) plus a margin.

The APR (including any Fixed Rate Option APR) may be increased to 18% if you do not meet the repayment terms or if we terminate or accelerate the credit line following default. Maximum APR: lesser of 18% or the maximum rate allowed by law. Collateral/Credit Line Terms: Maximum credit line cannot exceed 85% of the equity in the property based upon current appraised value. (In Texas, maximum loan and credit line cannot exceed 80% of equity in the property. Texas Home Equity Optimizer Line of Credit is additionally limited to not more than 50% of property value). BBVA Compass must receive a valid first or second real estate lien on your primary residence. This offer does not apply if the collateral is a manufactured home or if advances from an Equity Optimizer will be used to purchase the primary residence. Property insurance is required, including flood insurance where applicable. Minimum line amount is \$10,000. \$50 annual fee\* is charged on the first anniversary date of the line and every year thereafter. \$75 fee\* is charged for each Fixed Rate Option exercised, waived for the first transaction. We may change the terms (including interest rates) on which we offer home equity lines of credit without notice.

\*Not applicable for Texas Home Equity Line of Credit.

<sup>7</sup> After mortgage closing, \$300 will be credited to borrower's BBVA Compass checking, savings or money market deposit account when they have, or open, a BBVA Compass consumer checking, savings or money market deposit account; and have, or enroll in, auto-debit for their monthly mortgage payment (auto-debit only required on portfolio mortgage products); and open, or sign up for a minimum of two new eligible BBVA Compass products/services (that is, in addition to the initial deposit account and auto-debit): Direct deposit into a consumer or business checking, savings or money market deposit account, Build My Savings<sup>SM</sup> account (qualifies as TWO NEW products), BBVA Compass Visa<sup>®</sup> credit card, any BBVA Compass consumer loan, home equity loan or line of credit, consumer checking account, consumer savings account, consumer money market deposit account, business checking account, CreditCare<sup>®</sup> or Online Banking. Credit will be given after closing upon verification that all offer requirements have been met. For portfolio mortgage products, credit will be issued to the deposit account from which the monthly mortgage payment is auto-debited. Borrower is responsible for all taxes associated with the \$300 offer. Loan must close in order for offer to be honored. Cannot be used in conjunction with any other BBVA Compass mortgage rebate offers. All loans subject to eligibility, loan program requirements and approval, including credit approval.

<sup>8</sup> Discount brokerage services and securities products are made available through BBVA Compass Investment Solutions, Inc., member FINRA and SIPC and an affiliate of Compass Bank. **Securities and investment products: are NOT FDIC insured; have NO bank guarantee; and may LOSE value.**

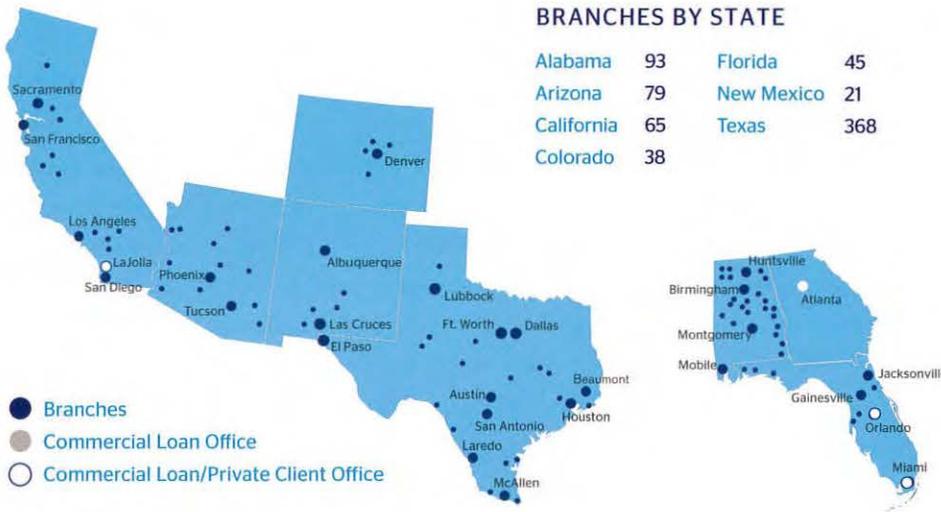
<sup>9</sup> **Purchase APR:** All credit cards subject to approval, including credit approval. If approved, a variable Purchase APR ranging from Prime + 5.99 (currently 9.24 APR) to Prime + 19.99 (currently 23.24 APR) will apply based on creditworthiness. **Balance Transfer APR:** 0% for 12 months for balance transfers requested and approved within 30 days of account opening. A variable Balance Transfer APR ranging from Prime + 5.99 (currently 9.24 APR) to Prime + 19.99 (currently 23.24 APR) will apply after expiration of the 12 month promotional period. **Cash Advance APR:** A variable APR ranging from Prime + 18.99 (currently 22.24 APR) to Prime + 23.99 (currently 27.24 APR) will apply to all cash advances based on creditworthiness. All APRs will vary with the market based on the Prime Rate. No annual fee. Minimum interest charge with balance, \$1.00. A fee of 4% (and not less than \$10.00 per transaction) will apply to all Cash Advance and Convenience Check transactions. This fee will be subject to the standard variable interest rate in effect for cash advances.

<sup>1</sup> Please refer to the CompassPoints terms and conditions for program rules or visit [www.bbvacompass.com/rewards](http://www.bbvacompass.com/rewards). A Qualifying Purchase is any signature based purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (purchases made by holding your Visa card or other devices up to a secure reader instead of swiping your card), or small dollar purchase for which you are not required to sign, made with an enrolled Visa card, which is processed or submitted through the Visa U.S.A. Inc. payment system. Qualifying Purchase does not include a purchase made using a Personal Identification Number (PIN) or purchase you initiate through identification technology that substitutes for a PIN. Additional restrictions may apply. For more information on Qualifying Purchases, see program and conditions. Customers enrolled in CompassPoints rewards will not earn Visa Extras points, but will instead receive double Compass Points Rewards for three months after account opening.



## Fact Sheet

Third Quarter 2012



### CORPORATE PROFILE

Compass Bank is a leading U.S. banking franchise with operations throughout the Sunbelt Region and ranks among the 20 largest U.S. commercial banks based on deposit market share. Under the brand name BBVA Compass, we operate 709 branches in Alabama, Arizona, California, Colorado, Florida, New Mexico and Texas.

BBVA Compass ranks among the largest banks in Alabama (2nd), Texas (4th) and Arizona (5th). BBVA Compass has been recognized as one of the leading Small Business Administration (SBA) lenders and ranked 3rd in *American Banker's* 2012 reputation study of the leading 30 banks in the U.S.

### KEY FACTS (\$ IN BILLIONS)

Assets	\$67.9	Assets under administration	\$6.5
Loans	45.0	Assets under management	4.9
Deposits	50.2	Number of branches	709
Equity	10.9	Number of ATM's	1,054

### NEWS

#### TOP 3 RANKING IN REPUTATION STUDY

July 1, 2012

BBVA Compass recently earned third place in *American Banker's* third annual survey of the 30 leading banks in the U.S. Ranked 16th in 2010, BBVA Compass continued its climb up the rankings, improving on its fifth place finish in 2011, while earning top five rankings in three of the five measurement categories including performance, innovation and workplace.

#### MOBILE BANKING RECOGNIZED BY PCWORLD

March 2012

According to a recent poll by *PCWorld* magazine, BBVA Compass' mobile banking offerings rank among the best in the banking industry. The poll singled out our robust set of mobile OS offerings - for iOS, Android and BlackBerry - and affordable account management fees.

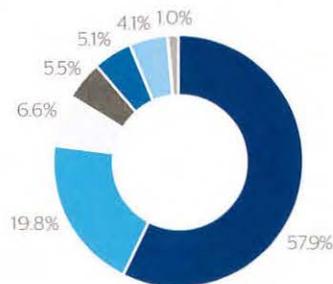
#### WINNER OF 10 GREENWICH EXCELLENCE AWARDS

January 23, 2012

BBVA Compass earned 10 Greenwich Excellence awards including seven in the small business segment and three in middle market. The awards, based on input from more than 13,000 small business customers and 110,000 middle market customers, are given to banks that distinguish themselves through service, products and lending. BBVA Compass ranked among the top five percent among the more than 750 banks evaluated.

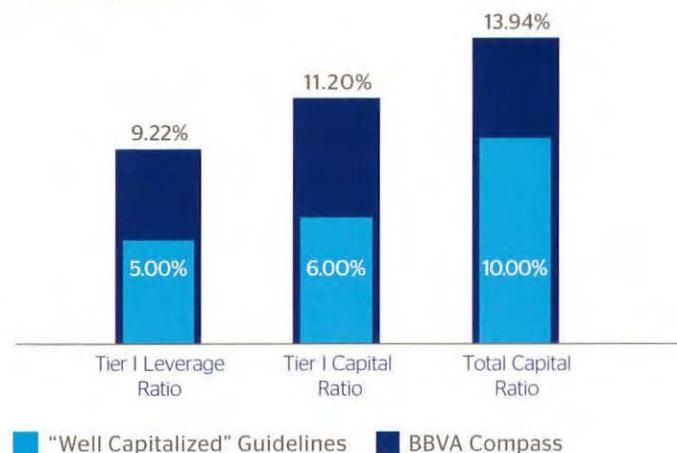
### DEPOSITS BY STATE

Alabama	(19.8%)
Arizona	(6.6%)
California	(5.5%)
Colorado	(4.1%)
Florida	(5.1%)
New Mexico	(1.0%)
Texas	(57.9%)



### SOLVENCY

Regulatory Capital Ratios



### DEBT RATINGS

	Long term	Short term	Subordinated Debt
Moody's	Baa2	P-2	Baa3
Fitch	BBB	F2	BBB-
S&P	BBB-	A-3	BB+

### CONTACT INFORMATION

**BBVA Compass**  
15 South 20th Street  
Birmingham, AL 35233  
205.297.3000

**E-Mail:** ed.bilek@bbvacompass.com  
**Facebook Fan Page:** BBVACompass  
**Twitter:** Twitter.com/BBVACompass