

Community Bank of Raymore

ODFI/Originator Agreement Western Cass Fire Protection District

This Revised Agreement is made this 6th day of April, 2022, by and between **Western Cass Fire Protection District** (the "Company") and **Community Bank of Raymore** (the "Financial Institution").

RECITALS

A. Company wishes to initiate **credit and/or debit entries** pursuant to the terms of this Agreement and the *ACH Rules* (the *Rules*), and Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entries" shall have the meaning provided in the *Rules* and shall also mean the data received from the Company hereunder from which the Financial Institution prepares Entries.

C. Financial Institution does not permit the origination of Entries with the following SEC codes:

- International ACH Transactions (IAT)
- Accounts Receivable Entries (ARC)
- Back Office Conversion (BOC)
- Customer-Initiated Entries (CIE)
- Point of Purchase Entries (POP)
- Represented Check Entries (RCK)
- Telephone-Initiated Entries (TEL)
- Internet/Mobile Entries (WEB)

AGREEMENT

1. **ACH Rules.** The Company has access to a copy of the *Rules*, or may purchase a copy if they so desire. The Company agrees to comply with and be bound by the *Rules*. In the event the Company violates any of the applicable *Rules* and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company. The Financial Institution agrees to inform the Company of revisions to the *Rules* of which the Financial Institution has knowledge.
2. **U.S. Law.** It shall be the responsibility of the Company that the originations of ACH transactions complies with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, including the sending of restricted transactions. Restricted transactions include but are not limited to transactions defined as restricted within Regulation GG. This includes sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions (this information may be obtained directly from the OFAC Compliance Hotline 800-540-OFAC). The Company represents and warrants that it will not transmit to Financial Institution any Entries that violate the laws of the United States and any other applicable rules or regulations.

3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Missouri.
4. **Specific Entry Types.** The *Rules* contain special requirements and impose additional obligations on a Financial Institution when it acts as ODFI with respect to certain Entry types. As a result, Financial Institution must obtain additional agreements and representations from Company with respect to those Entry types, which are set forth in the SEC Schedule(s) to the ODFI/Originator Agreement and shall become part of this agreement.
5. **Receiver Authorizations.** Company is responsible for obtaining appropriate Receiver authorizations that are compliant with the Standard Entry Class Code of the Entry prior to initiating Entries to the Receiver's account. Company will retain authorizations or copies of authorizations and provide authorization information to Financial Institution upon request, as required by the *Rules* and outlined in the attached SEC Schedule(s) to the ODFI/Originator Agreement.
6. **Security Procedures.**
 - a) The Company shall comply with the "Security Procedures" described in Schedule A attached hereto and made a part hereof, and Company acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, method used to verify authenticity of telecommunicated data, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Company authorizes Financial Institution to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Company has notified Financial Institution, according to notification procedures prescribed by Financial Institution, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) and until Financial Institution has had a reasonable opportunity to act upon such notice. Company agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Company's deposit account maintained with Financial Institution, and Company agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Company's written signature in authorizing Financial Institution to execute such transaction. Company acknowledges and agrees that Company shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by User(s), to the fullest extent allowed by law. Company further acknowledges and agrees (i) that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Company; (ii) that no security practice or procedure for the detection of any such error has been agreed upon between Financial Institution and Company; and (iii) that Company bears the sole responsibility for detecting and preventing such error.
 - b) Company agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to User(s). Company agrees to instruct each User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Company agrees to notify Financial Institution immediately, according

to notification procedures prescribed by Financial Institution, if Company believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) or if Company believes that any ACH transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Financial Institution may issue Company a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Financial Institution shall not be liable to Company or any third party for any delay in taking such actions.

- c) Company agrees to notify Financial Institution immediately, according to notification procedures prescribed by Financial Institution, if the authority of any Administrator(s) shall change or be revoked. Company shall recover and return to Financial Institution any Security Devices in the possession of any User(s) whose authority to have the Security Device has been revoked.
- d) Financial Institution reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Financial Institution's discretion. Financial Institution will endeavor to give Company reasonable notice of any change in Security Procedures; provided that Financial Institution may make any change in Security Procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
- e) The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by the Company to the Financial Institution. The Company acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between the Financial Institution and the Company for the detection of any such error.

7. Physical and Electronic Security

- a) Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Company's possession or under Company's control. Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Company's own discretion and risk, and Financial Institution is not responsible for any damage to Company's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Company's computer should run a supported operating system that is patched with critical vendor updates. Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Company's operating systems, and for protecting, securing, and backing up any data and information stored in or on Company's operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Company's operating systems or accessed through an Internet connection.

- b) Company **acknowledges and agrees** that it is Company's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Company **agrees to educate** User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Company acknowledges that Financial Institution will never contact Company by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Company receives an e-mail or other electronic communication that Company believes, or has reason to believe, is fraudulent, Company **agrees** that neither Company nor its User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Company **agrees** that Financial Institution is not responsible for any losses, injuries, or harm incurred by Company as a result of any electronic, e-mail, or Internet fraud.
- c) In the event of a breach of the Security Procedure, Company **agrees to assist** Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Company **further agrees** to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by Company, Company's agents, law enforcement agencies, or any other third party. Failure of Company to assist Financial Institution shall be an admission by Company that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Company or who obtained information facilitating the breach of the Security Procedure from Company and not from a source controlled by Financial Institution.

8. **Processing, Transmittal and Settlement by Financial Institution.**

- (a) Except as provided in Section 4, the Financial Institution shall (i) process Entries received from the Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to The Federal Reserve Bank (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.
- (b) The Financial Institution shall transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] up to two days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 1 day after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, Entries shall be deemed received by the Financial Institution, in the case of hand-delivered files, when received by the Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, the Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
9. **On-Us Entries.** In the case of an Entry received for debit or credit to a Receiver's account maintained at Financial Institution (an on-us Entry), Financial Institution will credit or debit the Receiver's accounts for the amount of such Entry on the Settlement Date.

10. **Rejection of Entries.** The Financial Institution shall reject any Entry which does not comply with the requirements of Section 3 or Section 4, or which contains an Effective Entry Date more than 1-2 days after the business day such Entry is received by the Financial Institution. The Financial Institution shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. The Financial Institution shall have the right to reject any Entry if the Company has failed to comply with its account balance obligations under Section 13. The Financial Institution shall notify the Company by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. The Financial Institution shall have no liability to the Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Financial Institution, the Financial Institution is responsible for remaking the File. In such case, the Company will supply sufficient information as required to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.
11. **Cancellation or Amendment by Company.** The Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. The Company shall reimburse the Financial Institution for any expenses, losses, or damages the Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
12. **Notice of Returned Entries.** The Financial Institution shall notify the Company by online access or mail of the receipt of a returned Entry from the ACH Operator no later than one business day after the business day of such receipt.
13. **Notifications of Change.** The Financial Institution shall notify Company of all Notifications of Change received by the Financial Institution related to Entries transmitted by the Company by fax, email or mail no later than two (2) banking days after receipt thereof. The Company shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.
14. **Reporting Requirements.** Financial Institution is obligated under the *Rules* to provide reporting information regarding Company to Nacha if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as established in the *Rules*.
15. **Reinitiation of Entries.** The Company may not reinitiate Entries except as prescribed by the *Rules*. Returned entries may only be reinitiated if the entry was returned for insufficient funds or uncollected funds. When reinitiating an entry, it must include the description "RETRY PYMT" in the Company Entry Description and cannot be reinitiated more than two times following the return of the original entry. This description supersedes any existing entry description and notifies receiver that entry relates to previously returned entry.

16. Payment by Company for Entries; Payment by ODFI for Entries.

- (a) The Company shall pay the Financial Institution the amount of each **credit** Entry (including On-U s Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as the Financial Institution, at its discretion, may determine.
- (b) The Company shall pay the Financial Institution the amount of each **debit** Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.
- (c) The Financial Institution shall pay the Company the amount of each **debit** Entry (including On-U s Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Financial Institution, at its discretion, may determine.
- (d) The Financial Institution shall promptly pay the Company the amount of each **credit** Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

17. The Account. The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the attached Schedule [C], and shall credit the account for any amount received by the Financial Institution by reason of the return of an Entry transmitted by the Financial Institution for which the Financial Institution has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Financial Institution. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Financial Institution may debit any account maintained by the Company with the Financial Institution or any affiliate of the Financial Institution or that the Financial Institution may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement. Upon request of the Financial Institution, the Company agrees to promptly provide to the Financial Institution information pertaining to the Company's financial condition.

18. Account Reconciliation and Periodic Statement. The periodic statement issued by the Financial Institution for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify the Financial Institution within 30 days of receipt of a periodic statement, the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify the Financial Institution within 60 days of receipt of a periodic statement, the Company shall be precluded from asserting such discrepancy against the Financial Institution.

19. Company Representations and Agreements; Indemnity. The Company agrees that (a) each person shown as the Receiver on an Entry received by the Financial Institution from the Company has authorized the initiation by keeping signed authorization forms on file of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, at any time the financial institution has a right to audit the company to make sure they stay in compliance with the ACH Rules and Regulations (b) such authorization is operative at the time of transmittal or

crediting by the Financial Institution as provided herein, (c) Entries transmitted to the Financial Institution by the Company are limited to those types of Entries set forth in Section 26, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; law, regulations, and orders administered by FinCEN; restrictions imposed under the Unlawful Internet Gambling Enforcement Act; and any state law, regulations, or orders applicable to the providers of ACH payment services, (e) the Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

20. **Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.** The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed the Financial Institution's agent. Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company or any other person described in this Section.
- (a) The Financial Institution shall only be liable for the Company's actual damages due to claims arising solely from the Financial Institution's obligations to the Company with respect to Entries transmitted pursuant to this Agreement. In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (b) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (c) The Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank

of New York for the period involved. At the Financial Institution's option, payment of such interest may be made by crediting the Account.

21. Compliance with Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's Entry (or request) and the Company shall be obligated to pay the Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by the Company, provided the Financial Institution acted in compliance with the security procedure referenced in Schedule [A].

(b) If an Entry (or request for cancellation or amendment of an Entry) received by the Financial Institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the Entry as provided herein, whether or not the Financial Institution complied with the security procedure referred to in Schedule [A] and whether or not that Entry was erroneous in any respect or that error would have been detected if the Financial Institution had complied with such procedure.

18. Inconsistency of Name and Account Number. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

19. Payment for Services. The Company shall pay the Financial Institution the charges for the services provided for herein set forth in Schedule [D]. The Financial Institution shall provide the Company written notification of changes in fees and services 30 calendar days prior to such changes going into effect. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in this Agreement between the Financial Institution and the Company with respect to the Account.

20. Amendments. From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.

21. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule

[E] attached hereto. The Company may add or delete any Authorized Representative by written notice to the Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of the Financial Institution's receipt.

- (c) Except as otherwise expressly provided herein, any written Agreement shall be delivered, or sent to the Company, addressed at:

Attention: **Community Bank of Raymore**
Address: **P O Box 200, 801 W Foxwood Dr**
City, State, Zip: **Raymore, MO 64083 Attention Gina Brumbaugh**

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

22. **Data Retention.** The Company shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request.
23. **Third Parties.** The Company shall assume full liability for any action made by any Third-Party Processor used by the Company at its discretion to initiate Entries on its behalf.
24. **Reversing Entries.** Company may initiate Reversing Entries or Reversing Files in accordance with the Rules, when Financial Institution has been notified of an error and has approved the initiation of Reversals.
- a) Company will provide notification of a reversal and the reason for the reversal to the Receiver of the Reversing Entry no later than the Settlement Date of the reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).
- b) Company will submit a Correcting File with a Reversing File when incorrect entries are being reversed.
25. **Same Day ACH.** Financial Institution will determine on a case-by-case basis if Company may initiate Same Day ACH Entries in accordance with the ACH Rules and the processing schedule for Same Day ACH Processing in the attached Schedule B - ODFI Processing Schedule. Same Day Entry Fees, as established by the Rules and/or additional fees outlined in Schedule D - ODFI Fee Schedule may also be charged to the Company.
26. **Audit.** The Financial Institution has the right to audit periodically the Entries initiated, and any associated documentation, by the Company to ensure compliance with the Rules, U.S. law, and Financial Institution policies.
27. **Termination.** The Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. The Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Financial Institution's rights or the Company's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Company with respect to services performed by the Financial Institution prior to termination. In addition, per the Rules, Financial Institution may

terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the Rules, any Entry Company transmits to Financial Institution or any of Company's acts or omissions might cause Financial Institution to breach the Rules or any representations or warranties Financial Institution makes under the Rules, or Financial Institution believes termination or suspension is necessary for Financial Institution to comply with the Rules. Any termination or suspension of this Agreement will not affect any of Financial Institution's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination or suspension.

28. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which the Financial Institution or the Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Financial Institution and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. The Company represents and warrants that the Originator has agreed to undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts with any actions that the Financial Institution may be obligated to defend or elects to pursue against a third party.
29. **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the Account Agreement, and the Online Banking/Treasury Management Agreement constitute the complete and exclusive statement of the Agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, and Online Banking/Treasury Management Agreement, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution will incur no liability to Company as a result of such violation or amendment.
30. **Non-Assignment.** The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.
31. **Waiver.** The Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect the Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
32. **Binding Agreement; Benefit.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
33. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or

otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 34. **Transmittal of Entries by Company.** Company will transmit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule B - Security Procedures and ACH File Delivery, as updated from time to time.
- 35. **Exposure Limits.** The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Company to the Financial Institution shall comply with limits set forth in the attached Schedule [F].

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Western Cass Fire Protection District

Company

Community Bank of Raymore

Financial Institution

By President

By

Printed/Typed Name

Printed/Typed Name

Treasurer

Title

Title

**Western Cass Fire Protection District
Schedule (A)
ACH Transmittal/Security Procedures**

Format and content of Entries: All files must be submitted in NACHA format, utilizing authorized methods and forms. All files must utilize appropriate encryption standards for ACH entries involving bank information that is transmitted or exchanged via an unsecured electronic network. The Company should refer to Appendix Two in the NACHA Rulebook for specific formatting details.

Security Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

The Company will utilize the Electronic method via the Financial Institution's Internet Banking to send the ACH files to the Financial Institution using the Multi Factor Authentication method as prescribed by the Treasury Management Agreement.

Electronic File Transmission

The Company will transmit files to Community Bank of Raymore, 801 W Foxwood, Raymore, MO 64083, (816)322-2100. The Company's Authorized Representative will have access to the ACH system by utilizing the pre-arranged logon procedures, remote ID, and file ID.

The Company's Authorized Representative will log in to Internet Banking with the secure token access to process all ACH originations. There will be a verification email sent from the originating system to the authorized representative and to the Operations Department of the Bank. This email will describe the action being taken by the system. If there is an error or over the limit situation the file will not process until it is corrected. In the event that a file passes all verification steps and does not exceed the Company limits, the Bank will allow the file to post without further communication.

The Financial Institution will anticipate the receipt of an ACH file transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company is responsible for ensuring that the Financial Institution receives the transmission on each processing date indicated in the processing schedule. The Company's Authorized Representative will notify the Financial Institution if a transmission will not take place on the prearranged scheduled processing date.

The Financial Institution will verify that the file are within the set limits of the Company. In the event of a discrepancy in the limits, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for ACH money transfer. The Company agrees to comply with written procedures provided by the Financial Institution for the creation, maintenance, and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the one personal computer licensed for use of the program.

Western Cass Fire Protection District

**Schedule [B]
Processing Schedule
ODFI Processing Schedule**

Debit Transactions – Corporate and/or Consumer

Delivery Method	Deadline	Day of Delivery
Transmission	4:30 p.m.	1 Business Days Prior to Effective Entry Date*

* Single entry reversals and corrections may be submitted for original entry effective date by 11:00a.m. one business day prior to effective date.

Credit Transactions – Corporate and/or Consumer

Delivery Method	Deadline	Day of Delivery
Transmission	4:30 p.m.	2 Business Days Prior to Effective Entry Date*

*Single entry reversals and corrections may be submitted for original entry effective date by 11:00a.m. two business days prior to effective date.

Please see additional Addendum for Same Day ACH Settlement times and limitations.

Western Cass Fire Protection District

**Schedule C
Account Agreement**

This schedule identifies Originator's Company Account(s) to which settlement should be applied for origination of Entries or settlement of Return Entries.

Account Name

Account Number and Type

Western Cass Fire Protection District

Western Cass Fire Protection District
Schedule D
ODFI Fee Schedule

One-time Fees

Set Up Fee \$0

Regular Monthly Fees

Debit Items Originated \$0

Reversing/Correcting Debit Items Originated \$0

Premium Debits Originated (Same Day ACH)* \$0

Credit Items Originated \$0

Reversing/Correcting Credit Items Originated \$0

Premium Credits Originated (Same Day ACH)* \$0

Per File Origination Fee \$0

Prenote Items Originated \$0

Addenda Records Originated \$0

Return Items Received \$0

Unauthorized Entry Fees Return Items Received \$0

Notifications of Change Received \$0

Same Day ACH Fee* \$10.00 per file

Minimum Monthly Fee \$25.00

**Addressed in the SDA Addendum*

Western Cass Fire Protection District

Schedule [F]
Exposure Limit Disclosure

Credit Origination

Maximum File Value _____ 5,000.00 _____

Maximum Entry Value _____ 5,000.00 _____

Maximum Entry Value (Same Day ACH)* _____ 5,000.00 _____

Debit Origination

Maximum File Value _____ 5,000.00 _____

Maximum Entry Value _____ 5,000.00 _____

Maximum Entry Value (Same Day ACH)* _____ 5,000.00 _____

Overall

Maximum Net Settlement Limit _____ 5,000.00 _____

Frequency _____ Monthly _____

Western Cass Fire Protection District

SEC Schedule to ODFI/Originator Agreement Community Bank of Raymore

This Schedule outlines specific responsibilities and obligations related to the specific Standard Entry Class (SEC) Codes being used by the Originator and is considered part of the ODFI/Originator Agreement. Originator may only initiate Entries for the indicated SEC Codes.

X

PPD Credit Entries – Direct Deposit

1. *Transmittal of Entries by Company.* Company shall transmit PPD credit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [B] – Security Procedures and ACH File Delivery.
- 2.
3. *Exposure Limits.* The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution shall comply with limits set forth in the attached Schedule [F].
4. *Authorization.* Company will obtain Authorization for PPD credit Entries in accordance with the Rules and U.S. law.
 - a. Consumer Credit Entries are not required to be in writing.
 - i. However, if Company obtains a written authorization for a PPD Credit, Company will retain a record of the Authorization for a period of two (2) years from the termination or revocation of the Authorization. Company shall, upon request within 10 business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.
5. *Prenotifications.* Company may send prenotifications six (6) banking days prior to initiating the first Entry to a Receiver's account.
 - a. Such notice shall be provided to Financial Institution in the format and on the medium provided in the Rules and Schedule A.
 - b. Should Company receive notice that any such prenotification has been rejected by an RDFI or the ACH Operator, future Entries shall not be initiated.
 - c. Should Company receive a Notification of Change from an RDFI, future Entries shall not be initiated unless the requested changes have been made.

X

PPD Debit Entries – Direct Payment

1. *Transmittal of Entries by Company.* Company shall transmit PPD debit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule A.

2. *Exposure Limits.* The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution shall comply with limits set forth in the attached Schedule F.
3. *Authorization.* Company will obtain Authorization for PPD Debit Entries in accordance with the Rules and U. S. law.
 - a. PPD Debit Entries must be authorized in writing and signed or similarly authenticated by the Receiver.
 - b. Company must provide the Receiver with a copy of the authorization and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization.
 - c. Company shall, upon request within 10 business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Debit Entries.
 - d. For recurring PPD Debit Entries authorized by a Receiver, Company must
 - i. Provide written notification to the Receiver ten (10) calendar days in advance of a change to the debit amount if it varies from the amount authorized by the Receiver, unless the authorization indicates variable amounts.
 - ii. Provide written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes from the date authorized by the Receiver.
4. *Prenotifications.* Company may send prenotifications six (6) banking days prior to initiating the first Entry to a Receiver's account.
 - a. Such notice shall be provided to Financial Institution in the format and on the medium provided in the Rules and Schedule A.
 - b. Should Company receive notice that any such prenotification has been rejected by an RDFI or the ACH Operator, Entries shall not be initiated.
 - c. Should Company receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.

X

CCD/CTX Debit/Credit

1. *Transmittal of Entries by Company.* Company shall transmit [CTX] [CCD+] [and/or] [CCD] [credit/debit] Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [A].
2. *Exposure Limits.* The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution shall comply with limits set forth in the attached Schedule [F].

3. *Authorizations.* Company will obtain the **Receiver's agreement** to be bound to the *ACH Rules*.
4. *Provision of the Record of Authorization.* Company will provide to Financial Institution, upon request,
 - a. An accurate record **evidencing the Receiver's agreement** to be bound to the *ACH Rules*;
 - b. Or **Company's** contact information.
5. *Notice.* Company **agrees** to the following regarding the **initiation** of wholesale credit entries (CCD or CTX credit Entries to non-consumer Receivers) pursuant to UCC Article 4A and the *Rules*:
 - a. The Entry **may be transmitted** through the ACH;
 - b. **The rights and obligations** of the Originator **concerning** the Entry shall be **governed by** and construed in accordance with the laws of the State of Missouri.
 - c. **Credit given** by the RDFI to the Receiver **for the Entry** is **provisional until** the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
 - d. If the RDFI does not **receive** such payment for the Entry, **the RDFI is entitled** to a refund from the **Receiver** in the **amount** of the **credit** to the **Receiver's** account, and the Originator will not **be considered** to have paid the amount of the **credit** Entry to the **Receiver**.
6. *Prenotifications.* Company **may send** prenotifications six (6) banking days **prior** to initiating the first Entry to a **Receiver's** account.
 - a. **Such** notice shall be **provided** to Financial Institution in the format **and** on the **medium provided** in the *Rules* and Schedule A.
 - b. Should **Company** receive notice that **any such** prenotification has been **rejected** by **an RDFI** or the ACH Operator, Entries **shall** not be initiated.
 - c. Should **Company** receive a Notification of Change **from an RDFI**, such Entries shall not **be** initiated unless the **requested changes** have been made.

Western Cass Fire Protection District
Community Bank of Raymore
Same Day ACH Addendum for Origination

A "Same Day ACH Entry" is an ACH entry which bears the same Effective Entry Date as the date in which the entry is submitted to Bank.

"Effective Entry Date," "Settlement Date," and "Company Descriptive Date" are names of fields in ACH entries as specified by the NACHA Operating Rules and ACH Record Format Specifications.

Customer may originate Same Day ACH Entries. With limitations, Customer may initiate ACH transmission to be settled on the same date in which such transmissions are submitted to Bank. Unless otherwise noted in this addendum or the NACHA Operating Rules and Guidelines, a Same Day ACH Entry is subject to the terms and conditions of this addendum in addition to the remainder of the terms and conditions of this Agreement.

Entry Format

Same Day ACH Entries must conform to NACHA Operating Rule Section 8.99 and NACHA ACH Record Format Specifications. A Same Day ACH Entry must include in the Effective Entry Date field the date that matches the date the entry is received by Bank. Bank may rely on the Settlement Date identified by the ACH Operator to determine whether an entry is a Same Day ACH Entry, even if the Effective Entry Date field does not bear a date which matches the date the entry is received by Bank. In addition, the Company Descriptive Date field must indicate that the entry is a Same Day ACH Entry and indicate the desired settlement date and time as prescribed by Part 3.2 of the ACH Record Format Specifications.

A Same Day ACH Entry not conforming to the format requirements of this addendum may, in the sole discretion of Bank, be rejected or may be processed by Bank per this Agreement as if it were not a Same Day ACH Entry. As an exception, in Bank's sole discretion, Bank may process stale-dated entries that otherwise conform to the specifications of this section as Same Day ACH Entries if such entry is received before Bank's Same Day ACH entry cutoff time.

Same Day ACH Cutoff and Settlement Times

Same Day ACH Entries received by Bank prior to the 8:00 a.m., CST, cutoff time will be settled by 12:00 p.m., CST.

Same Day ACH Entries received by Bank prior to the 12:15 p.m., CST cutoff time will be settled by 4:00 p.m., CST.

Same Day ACH Entries received by Bank prior to the 3:45 p.m., CST cutoff time will be settled by 6:00 p.m., CST.

Same Day ACH Entries received after the specified cutoff time will be settled at the next available settlement time or, if received after the last same day cutoff time for a Banking Day, will be settled on the next Banking Day that Bank and its ACH Operators are open for business.

Restrictions

Same Day ACH Entries must be for transmissions of \$100,000 or less. Customer may not initiate International ACH Transactions (IAT Entries) as Same Day ACH Entries. All Same Day ACH access must be approved by the Operations Department and will only be turned on as an "as needed" basis.

There will be a \$10.00 fee per file that utilizes the Same Day ACH feature.

Customer's Signature

Date

Customer's Signature

Date