



**AGREEMENT FOR BANK SERVICES BETWEEN
U.S. BANK NATIONAL ASSOCIATION AND CITY OF NAPA.**

This Agreement is made this 4th day of April, 2017, by and between City of Napa, a municipal corporation ("CITY ") and U.S. Bank National Association ("BANK"),

W I T N E S S E I H:

WHEREAS, City of Napa has a need for banking services which BANK is willing to provide; and

WHEREAS, City of Napa proposes from time to time to deposit in BANK monies in the custody of the Treasurer in an aggregate amount on deposit at any one time not to exceed the total of the shareholder's equity and surplus of BANK; and

WHEREAS, said monies shall be deposited subject to this Agreement, and Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Paragraph 53630) of the Government Code of the State of California; and

WHEREAS, the provisions of Government Code Paragraph 53649 allow the Treasurer, on behalf of CITY, to enter into a contract with BANK setting forth the conditions upon which said monies are deposited; and

WHEREAS, in the judgment of CITY and Treasurer, this Agreement is to the public advantage; and



WHEREAS, BANK is ready, willing and able to perform the services required by this Agreement;

NOW, THEREFORE, the parties agree as follow:

1. **Term.** The term of this contract will be five years for a period commencing the 4th day of April, 2017 and ending the 3rd day of April, 2022 with an option to renew annually thereafter. With a projected contract term of five (5) years, BANK will provide fixed pricing for this term. In the event CITY requests processing beyond (5) years, CITY will provide such notice to BANK within sixty (60) days of contract expiration. BANK reserves the right to review pricing for year six (6) and after. Bank will provide pricing within thirty (30) days of such request.
2. **Description of Services.** CITY and TREASURER requires and BANK shall provide the following services:
 - A. BANK shall establish Demand Deposit Checking Accounts as needed upon request of CITY. BANK will permit deposits to be withdrawn by CITY in accordance with applicable Federal and State statutes, rules and regulations. The primary Demand Deposit Checking Account established by the CITY shall be the "Operating Account" which will pay for the CITY services performed by BANK.
 - B. In the event CITY determines the need for additional accounts or services by BANK during the term of this contract period including extension, CITY will so direct BANK to establish accounts. For additional accounts and



services covered by current pricing schedule (Exhibit A), the additional accounts or services will be provided at the price shown on the current pricing schedule. For services not covered by the current pricing schedule, BANK will provide proposed pricing for additional services to CITY within 30 days of said request; upon acceptance by CITY of the proposed pricing for additional services, the current pricing schedule will be updated

3. **Payment.**

- A. The fees and charges to be paid by CITY pursuant to the terms of this Agreement shall not exceed those set forth in Exhibit "A, which is attached hereto and incorporated herein by this reference. Fees are to be fixed for the term of this Agreement.
- B. BANK shall submit to the Treasurer monthly analysis of account activity and charges. The analysis shall be submitted within fifteen (15) working days of the month following the period covered by the analysis.
- C. Payment of fees and charges shall be made to BANK through earnings of CITY in the Operating Account outlined in Paragraph 2a.

4. **Independent Contractor.** BANK is an independent contractor and under no circumstances shall BANK be considered an agent or employee of CITY. Neither BANK nor its employees shall be entitled to any benefits payable to employees of CITY.



5. **Compliance with Laws.**

A. BANK shall observe and comply with all Federal, State of California, and local laws, rules, and regulations which pertain to this Agreement, and are applicable to Bank.

B. This Agreement shall be construed in accordance with and governed by the Laws of the State of California. Any action arising out of this Agreement shall be filed in the CITY of Napa, California, regardless of where else venue may lie.

C. In any action arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

6. **Validity.** This Agreement is severable. The validity in whole or in part of any provision of this Agreement shall not be void or affect the validity of any other provision.

7. **Waiver.** No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.



8. **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
9. **Notice.** Any notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY

Finance Director
 City of Napa
 955 School Street
 Napa, CA 94559

BANK

Troy Kidd
 U. S. Bank Natl. Association
 Government Banking Division
 2385 Esplanade
 Chico, CA 95926

The address to which notices shall or may be mailed by either party may be changed by written notice by such party to the other party. Nothing shall preclude the giving of notices by personal service.

10. **Termination.**
- A. This Agreement may be terminated for cause by CITY at any time before its expiration. Termination for cause will be due to non-performance by BANK. If BANK is not performing to the requirements of this contract, CITY will give written notice of non-performance to BANK. BANK will have ninety (90) days to correct non-performance. If BANK fails to correct area(s) of non-performance, CITY may then terminate this



contract for cause. Termination of the Agreement for cause by CITY shall be effected by written notice to BANK at least sixty (60) days prior to termination. The termination notice shall specify the date upon which such termination becomes effective.

B. In the event of termination, BANK shall process all payments to CITY that have been received by BANK prior to the effective date of termination or such other date as the parties may mutually agree upon.

11. **Integration.** This Agreement, the Bank's Deposit Account Agreement (as the same may be amended from time to time), the Bank's Master Services Agreement (Governmental Entities), and the RFP document and Bank's proposal, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Agreements, written or oral, and all other previous communication between the parties relating to the subject matter of this Agreement. In addition, this Agreement supercedes all other documents mentioned above.



IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution hereof, on this _____ day of _____, 2017, and BANK has caused this Agreement to be executed.

**CITY of Napa
Napa, California**

U.S. BANK NATIONAL ASSOC.

BY: _____

Michael Parness – City Manager

BY: _____

Troy Kidd – Vice President

EXHIBIT A

PRICING SCHEDULES

EXHIBIT A
PRICING PRO FORMA –SERVICE GROUP 1: GENERAL BANKING

GENERAL ACCOUNT SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
10306	ANALYSIS STATEMENT	SPT Account Analysis (online)	1.00	\$5.00
10307	DEPOSIT STATEMENT	SPT DDA Statement (online)	7.00	\$0.25
10400	MONTHLY MAINTENANCE	Account Maintenance	7.00	\$3.00

DEPOSITORY SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
100000	DEPOSITS PROCESSED	Paper Credits	77.00	\$0.15
100004	DEPOSIT BAGS	Coin Bag Ordered	1.00	\$1.50
100004	DEPOSIT BAGS	Medium Dep Bags (per box)		\$20.00
100010	COIN DEPOSITED LOOSE - PER \$1	Branch Cash Deposit - per \$1	2.00	\$0.001
100015	CURRENCY DEPOSITED PER \$1	Cash Vault Deposit - per \$1	70278.00	\$0.00055
100016	CASH ORDERS	Standard Cash Orders	1.00	\$4.25
100100	CASH VAULT DEPOSITS	Cash Vault Deposit - Extended	96.00	\$0.75
100102	CASH VAULT BAG DEPOSIT PROCESSING	CV Coin Bag Deposited - Extended	15.00	\$3.25
100103	MIXED DEPOSIT	Cash Vault Deposit - Extended	37.00	\$0.75
100106	INCORRECT PACKAGING	N/A	1.00	
100115	CURR DEPOSITED STANDARD PER \$100	Cash Vault- Cash Deposited - per \$100	600.00	\$0.055
100144	COIN SUPPLIED - INDIVIDUAL ROLL	Cash Vault - Individual Coin Order - per roll	2.00	\$0.07
100200	NON-ENCODED LOCAL AND NON-LOCAL	Deposited Item - Transit	3043.00	\$0.03
100220	NON-ENCODED ON US	Deposited Item - On Us	389.00	\$0.03
100400	RETURNED DEPOSITED ITEM	Returned Deposited Items	12.00	\$2.50
100402	RECLER ITEMS	Redeposited Return Item	15.00	\$1.00
100500	DEPOSIT ADJUSTMENT	Deposit Error Correction	1.00	\$1.50
100500	DEPOSIT ADJUSTMENT	Cash Vault Adjustment		\$3.00
100540	ADJUSTMENT RECEIPT ELECTRONIC	Cash Vault Mailed Receipts	1.00	\$1.00
100701	DEPOSIT RECEIPT ELECTRONIC	SinglePoint Images Retrieved	96.00	\$0.20
100701	DEPOSIT RECEIPT ELECTRONIC	SinglePoint Deposited Item Stored	114.00	\$0.0175
100840	PRINTED DEPOSIT SLIPS	N/A	1.00	\$0.00
109999	DEPOSIT FEE	OED Deposit Credit	61.00	\$0.35

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
109999	ICS CC MAINTENANCE	EDM Monthly Maint - per Acct	1.00	\$15.00
109999	ICS CC MAINTENANCE	Web Monthly Maint - per scanner station	1.00	\$20.00
10010Z	DUAL CONTROL DEPOSIT	Night Drop Deposit Processing	1.00	\$1.00
10021B	EDS ITEMS	OED Image Check Item	11,579.00	\$0.055
101320		OED Remittance Item		\$0.060
010101		Electronic Credit		\$0.05
010100		Electronic Debit		\$0.05
100405		Return Item Special Instructions (First Account Free; Add'l \$5.00 per Account)	1.00	\$5.00
100440		Returned Item - Email Notices		\$2.25
100440		Returned Item - Email Images		\$2.00
100430		Returned Item Reason Code		\$0.25
100403		Returned Item Image Viewed		\$1.25
100414		Returned Item Image Advice View		\$1.00
151360		Statement with All Items		\$12.00
010600		Account Inquiry		\$2.00
010600		Related Acct Transfer by Phone		\$2.50
100011		Branch Coin Deposited - per Roll		\$0.14
100501		Branch Cash Deposit Adjustment Fee		\$7.00
100000		Branch Deposit Processing Fee		\$1.00
100111		Cash Vault - Loose Coin Deposited (per deposit)		\$7.00
10014A		CV Currency Order - per Strap		\$0.60
100141		Cash Vault Non Standard Cash Order - per Order		\$5.75
100102		Safe Deposited per \$100 (Secure Vault)		\$0.12
100154		Safe per Deposit		\$1.25
100501		Safe Cash Deposit Adjustment		\$6.00
100102		RCD - Cost of Cash		\$0.0625

PAPER DISBURSEMENT SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
----------	-------------	-----------------------	---------------------------	--------------------

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
150030	POSITIVE PAY BASE FEE	SinglePoint Positive Pay Module	1.00	\$0.00
150030	EXCEPTION ITEMS	SP Positive Pay Exceptions	3.00	\$2.00
150030	CHECK RETURN	SP Check Returned	1.00	\$15.00
150030	STAND ALONE POSITIVE PAY BASE FEE	Positive Pay Only Maintenance	1.00	\$20.00
150100	CHECKS PAID	Paper Debits	832.00	\$0.05
150410	6 MONTH STOP PAYMENT	Manual Stop Payments - per check	1.00	\$8.00
150410	12 MONTH STOP PAYMENT	SinglePoint Stop Payment - check	5.00	\$4.50
150410		SinglePoint Stop Payment Module	1.00	\$5.00
150800	PRINTED CHECK CHARGES	N/A	1.00	\$0.00
151350	CHECK IMAGING - MAINTENANCE	SinglePoint Image Access - per Account	1.00	\$5.00
151351	CHECK IMAGING	SP Short Term Images Retrieved	38.00	\$0.20
150413		SP Stop Payments - per Revoke		\$0.50
150412		SP Stop Pmt Renewal - per Stop		\$5.00
150120		SP Positive Pay Only - per Item	832.00	\$0.025
150030		Teller Positive Pay	832.00	\$0.00
151352		SP Positive Pay Image Retrieval	1.00	\$0.00
200201		SinglePoint Issue Maintenance Monthly	1.00	\$5.00
20020B		SP Issue/Cancel Input		\$0.05
20020B		SP Issue Maint File Upload - per Month	1.00	\$10.00
159999		SP Issue Maint Confirm - per File		\$0.10
150310		SP Unreviewed Payee Exception		\$0.15
150122		Payee Positive Pay Maintenance - per Acct		\$10.00
151022		Payee Positive Pay - per Item		\$0.01
150122		SPT Payee Positive Pay - Exception		\$2.00
150230		Stale Date Maintenance		\$5.00

PAPER DISBURSEMENT RECONCILIATION SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
200010	BASE FEE	Partial Recon/Positive Pay Maint	1.00	\$20.00

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
200110	OUTPUT FILE TRANSMISSION	ARP Transmission Output	1.00	\$15.00
200201	INPUT ISSUE, ELECTRONIC	ARP Manual Input	941.00	\$0.50
200206	VOID - CANCEL TAPE / DISKETTE	N/A	25.00	\$0.00
200221	PREVIOUS DAY DETAIL ITEMS	Partial/Positive Pay - per Item	1172.00	\$0.025
200301		ARP Transmission - per Item		\$0.035
100600		Deposit Reconcilaiton		\$35.00
100610		Deposit Recon Items		\$0.08
200306		SP ARP Daily Paid Monthly Maint		\$5.00
200306		SP ARP Daily Paid - per Item		\$0.01
200201		ARP Transmission Input		\$10.00

ACH SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
250100	ACH DEBIT TRANSACTIONS PROCESSED	ACH Originated Item - On US	1,581.00	\$0.03
250101	ACH CREDIT TRANSACTIONS PROCESSED	ACH Originated Item - Transit	1,933.00	\$0.03
250108	FEDERAL TAX PAYMENT	SP Tax Payment	3.00	\$15.00
250108	STATE TAX PAYMENT	SP Tax Payment	5.00	\$15.00
250200	ELECTRONIC (ACH) DEBITS	ACH Received Item	9.00	\$0.02
250201	ELECTRONIC (ACH) CREDITS	ACH Received Item	73.00	\$0.02
250300	RETURNED ITEMS-DEBIT	SP ACH Return Item	19.00	\$1.00
250301	RETURNED ITEMS-CREDIT	ACH Return - per Item	3.00	\$1.00
250400	ACH SPECIAL REPORTS	SP ACH Return & NOC Report	8.00	\$1.00
250410	PRENOTE CREDITS	SP ACH Transit Item	16.00	\$0.03
250501	TRANSMISSION	ACH Outgoing Transmission	14.00	\$5.00
250501	ACH FILE UPLOAD ITEMS	ACH Originated Item - Transit	1,849.00	\$0.03
250700	INFORMATION NOTICES	ACH Notification of Change	5.00	\$0.75
251050	ACH POS PAY COMPANY MONTHLY MAINTEN	SP ACH Positive Pay Monthly Maint	1.00	\$5.00
251050	ACH POS PAY - RECURRING FILTER	SP ACH Positive Pay per paid Item	1.00	\$0.04
251052	ACH BLOCK MAINTENANCE	ACH Block	6.00	\$1.00
251053	DEBIT FILTER RECURRING	ACH Filter	3.00	\$1.00
250000		SP ACH Monthly Maintenance	1.00	\$5.00
250000		ACH Direct Monthly Maint	1.00	\$5.00
250120		ACH Originated Addenda Item		\$0.01
250501		ACH Process Run	5.00	\$5.00

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
250102		Same Day ACH Originated Transit Item		\$0.50
250220		ACH Received Addenda Item		\$0.02
250102		SP ACH Item - On-Us		\$0.03
250102		SP ACH Item - Transit		\$0.03
250505		SP ACH Process Run	5.00	\$5.00
250000		SP ACH Positive Pay Authorization		\$0.50
250611		SP ACH Adjustment Monthly Maint		\$5.00
250611		SP ACH Adjustment Request		\$0.00
250302		SP ACH Return Item		\$1.00
251070		SP ACH NOC Item		\$1.00
259999		ACH File Confirmation Fax		\$4.50
259999		ACH File Confirmation Email		\$2.00
300010		ACH Remittance Monthly Maint - First Acct		\$25.00
300010		ACH Remittance Monthly Maint - Add'l Acct		\$10.00

WIRE AND OTHER FUNDS TRANSFER SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
350000	WIRE TRANSFER BASE FEE	SP Wire Monthly Maintenance	1.00	\$5.00
350100	DOMESTIC WIRE	SP Fedwire Non-Repetitive	2.00	\$5.00
350104	ACCOUNT TRANSFER ITEMS	Book Transfers - per Transfer	5.00	\$0.10
350300	INCOMING WIRE - AUTO	Incoming Fedwire	1.00	\$3.00
35012Z	BOOK TRANSFER WIRE	Internal Wire Credit/Debit	1.00	\$1.00
350000		Wire Monthly Maintenance Pin		\$0.00
350200		Vocie Fedwire Repetitive/Non- Repetitive		\$15.00
350100		SP Fedwire Repetitive		\$5.00
350412		Wire Advice Mail		\$2.50
3500120		SP Internal Wire Transfer		\$1.00
409999		SP Book Transfer Module	1.00	\$5.00

INFORMATION SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
400002	ONLINE BANKING MONTHLY BASE	SinglePoint Previous Day Detail - per account	7.00	\$2.50
400220	PREVIOUS DAY BALANCE ITEMS	Previous Day Detail / Summary per item	1732.00	\$0.05

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
400223	CURRENT DAY BALANCE ITEMS	SinglePoint Current Day - per Account	3.00	\$5.00
400224	CURRENT DAY DETAIL ITEMS	Current Day Detail / Summary - per item	785.00	\$0.05
400800		SP Extended Retention - 6 months		\$25.00
400800		SP Token Monthly Maintenance	3.00	\$1.00
400810		SP User Add/Modify/Delete		\$5.00
400810		SP Account Add/Modify/Delete		\$5.00
100600		SP Mobile Monthly Main		\$5.00
999999		SP Cash Vault Monthly Main		\$5.00
100141		SP Cash Vault per Order		\$0.00
409999		SP External Messaging	1.00	\$5.00

COLLECTION OF PAYMENTS FROM CUSTOMER BILLPAYER SYSTEMS

(REQUIRED ONLY IF PROPOSING FOR THIS SERVICE)

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
	E-LOCKBOX RECEIVED TRANSACTION	ELbx Electronic Payments RB Item	8,491.00	\$0.055
10100	DEBITS POSTED-OTHER	Electronic Debits	1.00	\$0.05
10101	CREDITS POSTED-OTHER	Electronic Credits	44.00	\$0.05
100209	TRANSMISSION MAINTENANCE	Elbx Data Transmission Output per transmission	20.00	\$7.50
250200	ELECTRONIC (ACH) DEBITS	ACH Received Item	2.00	\$0.02
250201	ELECTRONIC (ACH) CREDITS	ACH Received Item	44.00	\$0.02
250302	ACH RETURN ITEM - DEBIT/CREDIT	E-Lockbox Return Item	2.00	\$1.75
250302		E-Lockbox NOC Item		\$2.00
310104		E-Lockbox Monthly Maint	1.00	\$75.00

OTHER PROPOSED SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
310000		Epayment Monthly Maintenance - Web		\$125.000
310420		Epayment - per item		\$0.25
310420		Epay - Recurring Payments - per Item		\$0.25
310420		Epayment File Transmission Support		\$100.00

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
310420		Real-Time Communications Support		\$50.00
250102		Epay ACH Fed Item		\$0.06
250102		Epay ACH On Us Item		\$0.05
250302		Epay ACH Return Item		\$3.00
251070		Epay ACH NOC Item		\$2.50
101300		Image Cash Letter Monthly Maint		\$25.00
101311		Image Cash Letter Item - On-Us		\$0.055
101310		Image Cash Letter Item - Transit		\$0.055
010101		Image Cash Letter Deposit Fee		\$0.50
100230		ICL Administrative Return Item		\$0.06

EXHIBIT A
PRICING PRO FORMA – SERVICE GROUP 2: RETAIL LOCKBOX SERVICES

LOCKBOX SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
50012	RETAIL LOCKBOX MAINTENANCE - P.O. BOX RENTAL		1.00	At Cost
50015	RETAIL LOCKBOX MAINTENANCE - IMAGING	Scannable WLBX Image Monthly Maint	1.00	\$50.00
50203	RETAIL LOCKBOX MINIMUM CHARGE PER ITEM	N/A	1060.00	\$0.00
50220	RETAIL LOCKBOX DATA CAPTURE - FIXED CHARGE	Scannable WLBX Monthly Maint	1.00	\$50.00
50222	RETAIL LOCKBOX DATA CAPTURE - OCR/MICR LINE	Scannable WLBX OCR Item	11800.00	\$0.18
50231	RETAIL LOCKBOX MULTIPLE PAYEES	Scannable WLBX Multi Payment	1.00	\$0.09
50301	LOCKBOX DEPOSIT - TICKET PREPARATION	Scannable WLBX Deposit - per deposit	60.00	\$0.50
50310	LOCKBOX DEPOSIT REPORTING - AUTOMATED - TOTAL	SP Current Day Lockbox Report	1.00	\$30.00
50331	LOCKBOX DEPOSIT REPORTING - CUSTOM OUTPUT	Scannable WLBX Hardcopy Reports	1.00	\$200.00
50400	LOCKBOX INFORMATION DELIVERY - AUTOMATED - MAINTENANCE	Scannable WLBX Transmission - First Account	1.00	\$75.00
50400	LOCKBOX INFORMATION DELIVERY - AUTOMATED - MAINTENANCE	Scannable WLBX Transmission - Add'l Account		\$25.00
50401	LOCKBOX INFORMATION DELIVERY - AUTOMATED - TRANSMISSION	See "Scannable WLBX Transmission Charge" - includes each transmission	40.00	\$0.00
50412	LOCKBOX INFORMATION DELIVERY - MANUAL - EXPED MAIL	Scannable WLBX Mailout (Min. \$21.00)	60.00	\$0.14
50424	LOCKBOX INFORMATION DELIVERY - IMAGE - INTERNET	See "Scannable WLBX Image Monthly Maint" - this is a per lockbox fee	1.00	\$0.00
50500	LOCKBOX REJECT ITEMS - EXCEPTION HANDLING	Scannable WLBX Exceptions	215.00	\$0.14
100200	CHECK DEPOSIT PROCESSING	Lockbox Depoited Item On-Us/Transit	12860.00	\$0.03
05021G	RETAIL LOCKBOX DESTROY ENVELOPES	N/A - No charge for destroying envelopes	12860.00	\$0.00
05021L	RETAIL LOCKBOX DELIVERY PREPARATION CHARGE	Scannable WLBX Package Prep - per Month	1.00	\$35.00
05021Q	RETAIL LOCKBOX IMAGE (PER ITEM)	Scannable WLBX MICR Capture	13120.00	\$0.03
05023C	RETAIL LOCKBOX RESEARCH	Scannable WLBX Phot Request	5.00	\$8.00
05011R		Scannable WLBX Image Check/Coupon	13076.00	\$0.025
05011R		Scannable WLBX Image Document		\$0.07

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
05013B		Scannable WLBX Cash Processing - per payment		\$7.00
05011R		Scannable WLBX 7-10 Year Archive Item		\$0.02
05011R		Scannable Image CD/DVD		\$15.00
05021Q		Web Decisioning Monthly Maint		\$150.00
05021Q		Web Decisioning Item		\$0.065

GENERAL ACCOUNT SERVICES

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
10000	ACCOUNT MAINTENANCE	Account Maintenance	2.00	\$3.00
100209	TRANSMISSION MAINTENANCE	<i>This is included in the pricing above.</i>	1.00	\$0.00
250000	ACH MONTHLY MAINTENANCE	SinglePoint ACH Module - per Month	1.00	\$5.00
250150	ACH BLOCKS AUTH INSTRUCTIONS	N/A	3.00	\$0.00
251052	ACH BLOCK MAINTENANCE	ACH Block	1.00	\$1.00
251110	ACH SOFTWARE - USAGE	N/A	1.00	\$0.00
400052	ONLINE BALANCE REPORTING - PREVIOUS DAY	SinglePoint Previous Day - Per Account	2.00	\$2.50
400055	ONLINE BALANCE REPORTING - CURRENT DAY	SinglePoint Current Day - Per Account	2.00	\$2.50
400299	ONLINE SUBSCRIPTION	N/A	1.00	\$0.00
400220		Previous Day Detail / Summary - per item	525.00	\$0.05
400224		Current Day Detail / Summary - per item	483.00	\$0.05

COLLECTION OF PAYMENTS FROM CUSTOMER BILLPAYER SYSTEMS

(REQUIRED ONLY IF PROPOSING FOR THIS SERVICE)

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
	E-LOCKBOX RECEIVED TRANSACTION	ELbx Electronic Payments RB Item	8,491.00	\$0.055
10100	DEBITS POSTED-OTHER	Electronic Debits	1.00	\$0.05
10101	CREDITS POSTED-OTHER	Electronic Credits	44.00	\$0.05
100209	TRANSMISSION MAINTENANCE	Elbx Data Transmission Output - per transmission	20.00	\$7.50
250200	ELECTRONIC (ACH) DEBITS	ACH Received Item	2.00	\$0.02
250201	ELECTRONIC (ACH) CREDITS	ACH Received Item	44.00	\$0.02
250302	ACH RETURN ITEM - DEBIT/CREDIT	E-Lockbox Return Item	2.00	\$1.75

ATTACHMENT 3

AFP CODE	DESCRIPTION	U.S. BANK DESCRIPTION	MONTHLY AVERAGE VOLUME	PROPOSED UNIT COST
250302		E-Lockbox NOC Item		\$2.00
310104		E-Lockbox Monthly Maint	1.00	\$75.00