



SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR PROPOSALS
For
Governmental Banking Services

Proposals Due

**July 25, 2014
4:00 P.M.**

Issued by

**SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503**

Issue Date

June 17, 2014

I. INTRODUCTION

The Santa Ana Watershed Project Authority, SAWPA, was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. The organization is a joint powers authority comprised of the following five major water districts that share the Santa Ana River Watershed: Eastern Municipal Water District, Inland Empire Utilities Agency (formerly Chino Basin Municipal Water District), Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. The governance structure of SAWPA is made up of an elected Commissioner and an alternate Commissioner (also elected) appointed from each of the five water districts forming what is known as the Board of Commissioners.

The Santa Ana River is the largest stream system in Southern California. The river begins high in the San Bernardino Mountains and flows over 100 miles southwesterly where it discharges to the Pacific Ocean in Huntington Beach. The Watershed spans approximately 2,650 square miles, and covers San Bernardino, Riverside, and Orange Counties, and a small portion of Los Angeles County. It is home to over 6 million people.

II. BACKGROUND

SAWPA is seeking proposals from qualified public depositories (a state or national bank located in this state, as defined by Section 53635.2 of the California Government Code) for its bank accounts and related depository and cash management services in accordance with this Request for Proposal (RFP).

Given the ongoing changes in the banking industry and evolving technologies, SAWPA has determined that a review of the services offered by qualifying institutions is appropriate. SAWPA is seeking a financial institution that provides overall value by creating efficiencies, taking advantage of new technologies, and provides competitive pricing. It is SAWPA's intent to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. As such, banking service proposals must include services for the entire scope of the relationship outlined.

SAWPA intends to enter into an Agreement with a financially secure financial institution for a five (5) year period, renewable for five (5) additional periods of (1) year each. The decision to renew the contract will be at the sole discretion of SAWPA. The Agreement would be subject to termination, without cause, by either party upon ninety (90) days written notice or immediately for cause.

SAWPA requires fixed pricing for the first five (5) years of the contract. If the bank intends to revise its fee schedule after the initial 5 year period, it must give written notice to SAWPA 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by

SAWPA and may not exceed the annual consumer price index-urban (CPI-U) for the West census region for the most recently available 12 month trailing period.

III. QUALIFYING REQUIREMENTS – GOVERNMENTAL BANKING SERVICES

A. Qualified Depository/Member of FDIC

Any bank submitting a proposal must be a qualified public “depository”, as defined by California Government Code Section 53630, and must perform its obligation under this proposal in compliance with all applicable federal and state laws and regulations, statutes, and policies. In addition, the bank must be a FDIC Insured Bank and be in good standing. This would include, but is not limited to, the ability to collateralize all collected balances, in excess balances insured by the FDIC, as required by Section 53630 et. seq. of the California Government Code.

B. Federal Reserve Member

SAWPA prefers a bank that is a member of the Federal Reserve System. Banks that are not members of the system shall identify their correspondent member bank.

IV. SCOPE OF SERVICES

SAWPA is seeking to enter into contract with a bank that has demonstrated its ability to provide the following services:

- Bank Compensation
- Demand Deposit Accounts
- ACH, Wire, and Other Transfers
- State Activity (LAIF)
- Deposit Activity
- Remote Deposit Capture
- Account Reconciliation/Positive Pay
- Direct Deposit of Payroll
- Payroll Tax Processing
- Balance & Detail Report
- Corporate Credit Cards
- Custody Services

V. General Proposal Information

SAWPA will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP; however SAWPA reserves the right to modify the activities, time line, and any other aspect of the process at any time, as deemed necessary by SAWPA staff.

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposal response.
2. All proposal responses will become the property of SAWPA.
3. Respondent may modify or amend its proposal response only if SAWPA receives the amendment prior to the deadline stated herein for receiving proposals.
4. A proposal may be considered non-responsive if conditional, incomplete or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal response.
5. Proposal Validity – Proposals must be valid for a period of at least 180 days from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.
6. Pre-Contractual Expenses – SAWPA shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting that Proposal to SAWPA; negotiating with SAWPA any matter related to the Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
7. Right to Audit – Following execution of an agreement and for a period of three years following the completion of the services, SAWPA will have the right to audit the successful Respondent's (Awardees') invoices and all supporting documentation generated in performance of services under the agreement.
8. Confidentiality – Confidentiality of Proposals is subject to the following:
 - a. SAWPA is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
 - b. Respondent may provide supplemental information exempt from public disclosure under Gov. Code §6254, including "trade secrets" under Evidence Code §1060. Such supplemental information shall not be material to the required submittal information and SAWPA shall be under no obligation to consider such supplemental information in its evaluation.
 - c. If submitting confidential, supplemental information, such information shall be submitted on a different color paper than, and bound separate

from, the rest of the submittal, and shall be clearly marked "Confidential".

- d. Upon completion of its evaluation, SAWPA will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested.

9. SAWPA reserves the right to:

- a. Reject any or all Proposals;
- b. Select the Proposal most advantageous to SAWPA;
- c. Verify all information submitted in the Proposal;
- d. Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation;
- e. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as SAWPA may deem to be in its best interest;
- f. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of SAWPA;
- g. Amend this solicitation;
- h. Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between SAWPA and the successful Respondent.

VI. ANTICIPATED PROPOSAL SCHEDULE

SAWPA has identified anticipated key dates as follows:

Issue Solicitation:	June 17, 2014
Last Day to Submit Written Questions/ Requests for Clarification	July 17, 2014
<u>Proposals Due – On or before 4:00 p.m. July 25, 2014</u>	
Interview of Selected Finalists	August 4, 2014
Recommendation to Commission	August 19, 2014

VII. RESPONDENT QUESTIONS, REQUESTS FOR CLARIFICATION, AND EXCEPTIONS

In the event that the Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or its attachments, the

Respondent should notify SAWPA's project manager by email with their concerns no later than July 17, 2014 as noted above.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all proposals submitted take exactly the same exception(s). SAWPA's consideration of any exception shall not, in any way, be construed as SAWPA's intent to grant said exception. Exceptions will be evaluated on a case-by-case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of SAWPA.

VIII. PROJECT ADMINISTRATION

Questions regarding any aspect of this solicitation should be directed to SAWPA's Project Manager. The Project Manager for this RFP is:

Karen Williams, Chief Financial Officer
kwilliams@sawpa.org

IX. PROPOSAL INSTRUCTIONS

1. Packaging

Proposals shall be enclosed in a sealed package(s). Respondent's name and address shall appear in the upper left-hand corner of the package. All Proposals shall be identified with Solicitation **RFP – GOVERNMENT BANKING SERVICES** legibly written on the outside of the package(s). If multiple packages are submitted, each package must be legibly numbered (i.e., 1 of 3, 2 of 3, etc.).

2. Submittal

Respondent will submit four (4) hard copies, and (1) separate CD Rom containing the Proposal in a PDF or WORD format.

Proposals must be delivered to the office address listed below on or before **4:00 p.m., July 25, 2014**. Proposals received after the above date and time will not be considered.

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Attn: Karen Williams, Chief Financial Officer

SAWPA is under no obligation to return proposals and will not be responsible for submittals that are delinquent, lost, mismarked, and sent to an address other than that given, or sent by mail or courier service.

Any unauthorized contact with any other official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer.

3. Response Requirements

All financial institutions are encourage to be creative and innovative in responding to this RFP; discuss any creative pricing or payment options the bank can provide; describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to SAWPA.

A proposing bank **must** follow the instructions for preparing the proposal in the prescribed format. The proposal must be bound and include section tabs (1 through 22), with the responses following the same order as the RFP. Each question in the RFP should be repeated and followed by the bank's response.

If a service requirement or section of the proposal cannot be met by a Proposer, then "No Response" should be indicated in the relevant section of the proposal. An alternative equivalent service may be offered.

The information requested below will be used to evaluate the proposal. A proposal may be deemed non-responsive if they do not respond to all areas listed below. Proposals shall be clear, concise, accurate, and comprehensive.

Executive Summary Letter: The letter should be a brief formal letter that provides information regarding the bank and its ability to perform the requirements of this solicitation. This letter must include the following information: complete legal bank name (as it should appear in a contract), the address of the bank office where the relationship will be domiciled, contact person, telephone number, and e-mail address.

Responses to the RFP shall be valid a minimum of 180 days. Submissions not valid for at least 180 days will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid. This letter must be signed by an individual authorized to bind the proposing bank or by two corporate officers authorized to bind the bank as set forth in the California Corporations Code. A proposal submission with an unsigned Executive Summary Letter may result in the proposal being considered non-responsive.

Tab 1 – Table of Contents: Table of Contents should follow the RFP format.

Tab 2 – Bank Profile: Please respond to all of the following.

Bank Overview – General overview of bank, customer service philosophy, and identification of the primary office or branch that the Agency will be assigned to and where the Agency will conduct its banking business.

1. *Experience/Capabilities/Qualifications* – Describe the bank's direct experience in servicing public sector clients and what sets the bank's government banking unit apart from others. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and the bank's knowledge of and adherence to the California Government Code and other applicable laws.
2. *Credit Quality* – Provide ratings for the bank and/or bank holding company from Standard & Poor's and Moody's. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's credit quality.
3. Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/(Total loans + OREO {Other Real Estate Obligations}) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.
4. Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).
5. Please provide the total market capitalization (stock price multiplied by shares outstanding) as of December 31, 2011, 2012, and 2013.
6. Please disclose all significant mergers or acquisitions in the last three (3) years.
7. Provide the bank's Community Reinvestment Act (CRA) rating.
8. Please disclose any regulatory actions pending by either a state or federal banking agency.
9. *Relationship Management/Key Personnel* – Identify the size and scope of your public banking unit, bank officers who would be responsible for SAWPA's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Tab 3 – References: Please provide three (3) references that are of similar size and scope of service utilization as SAWPA, preferably other public agencies. Include the following information for each reference that you provide general banking services:

- Contact Name and Title
- Name of Customer
- Address
- Telephone Number
- E-mail Address
- Number of Years as Customer

List and explain any situation(s) during the last 3 years in which the bank has been discharged for cause while providing general banking services.

How many government clients in the State of California have terminated general banking services from your banking institution in the last 3 years?

Tab 4 – *Bank Compensation:* SAWPA compensates for banking services primarily with compensating balances and is charged for any account analysis deficiencies. Please respond to all of the following.

1. What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated?
2. List the bank's actual ECR for the past twelve months.
3. Please explain, in detail, how and when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.
4. What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected should there be an account analysis deficiency?
5. Can excess earnings credit be carried over to a subsequent billing period? If so, how many periods?
6. Please detail exactly which types of items and services can be applied against the account analysis.
7. Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services?
8. Are account analysis reports available online? If so, how soon is it available?
9. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?

Tab 5 – Demand Deposit Account Services: SAWPA currently uses three (3) demand deposit (2 checking and 1 transfers only) accounts. Please respond to all of the following.

1. Does the bank offer Electronic Bank Statements whereby SAWPA can receive its bank statement in an electronic file in a desired custom format?
2. How many days after month-end would SAWPA receive its bank statements?

Tab 6 – ACH, Wire and Other Transfers: SAWPA currently initiates electronic payments and wires using an online function that is part of its electronic banking service. SAWPA's safekeeping custodian, Citizens Trust, currently initiates/receives transfers of investment earnings to/from the Agency's general account. Please respond to all of the following.

1. Please describe the bank's online ACH transfer service capabilities and what specifically is recommended for SAWPA's use and consideration.
2. Are same-day payments possible? Please include deadlines for same and next day payments.
3. What are the security/control features available to the Agency for the creation of non-repetitive and repetitive wire transfers? What are the security/control features for creating single ACH and batch ACH transactions?
4. Describe the protocol for initiating wires over the phone (oral wire transfers). What security measures are required to process an oral wire transfer?
5. What is the process for retrieving a wire or ACH transaction if there is an Agency error in processing a fund transfer? What is the process for retrieving a wire or ACH transaction if there is a bank error in processing the fund transfer?
6. How is authorization levels established for fund transfers?

Tab 7 – State Activity: SAWPA transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis (approx. 1 to 4 transfers a month). Please respond to all of the following.

1. Is the bank an approved State of California depository? If not, please describe the process for completing these types of transactions.
2. Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?

Tab 8 – Deposit Activity: SAWPA currently utilizes remote deposit equipment provided by its current bank for daily deposits into its accounts. On occasion, SAWPA will make physical deposits into accounts at the local branch. In addition, SAWPA receives approximately four (4) monthly wire deposits. Please respond to all of the following.

1. Please identify your branch locations closest to SAWPA's office located at 11615 Sterling Avenue, Riverside, CA 92503.
2. Do you have remote deposit capability?
3. How do you determine and calculate availability of deposited items?
4. Do you calculate availability by item or formula?

Please describe the bank's returned item handling and notification procedures. Is an Automatic re-clearing option available? If so, how many times?

Tab 9 – Account Reconciliation: SAWPA currently issues approximately 75 accounts payable checks monthly and 150 ACH payments. It is SAWPA's desire to utilize full account reconciliation online reporting, including Positive Pay, for checks issued. Please respond to all of the following.

1. Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the service.
2. Describe the bank's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?
3. Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?
4. Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing.
5. If imaging service is not available, are other services available for processing the images of disbursement checks? Please describe the process associated with the service.

Tab 10 – Direct Deposit of Payroll: Direct deposit of payroll is currently in place, with 100% of the Agency's employees participating. The payroll files are transmitted electronically for paydays that occur bi-weekly. Please respond to all of the following.

1. What are the different ACH file transmission options available?
2. SAWPA currently uploads the payroll transmission files from its Microsoft Great Plains financial management system. Does the bank have the capability to automatically interface with Great Plains?
3. Please describe the bank's direct deposit service in detail.
4. What are the transmission deadlines for direct deposit ACH files? When (day and time) does the bank need the files from SAWPA, and when specifically are funds debited from SAWPA's account?
5. When are funds credited to the employee accounts?
6. Please detail the bank's back-up plans for data transmissions. SAWPA requires immediate notification of any changes or problems and the ability to re-send a file or to delete a file.
7. Will we have the ability to verify the receipt of our transmission?

Tab 11 – *Payroll Tax Processing:* Please describe the bank's payroll tax withholding services. SAWPA requires the ability to report and pay state and federal tax withholdings electronically.

Tab 12 – *Balance & Detail Reporting:* SAWPA desires the ability to access daily balance, float and detail reporting information (prior day details on debits and credits) electronically through its online banking service. Please respond to all of the following.

1. Please describe the bank's online information reporting system.
2. Can reports be custom-tailored for the end-user?
3. Can SAWPA obtain current day (intra day) information?
4. What are the computer hardware and software specifications for the bank's online system?
5. What is the bank's contingency plan for providing this information in the event of unexpected bank system problems or natural disasters?

Tab 13 – *Corporate Credit Cards:* SAWPA may consider transferring its Corporate MasterCard's which are currently issued to 9 employees, with limits ranging from \$1,000 to \$10,000. Please respond to all of the following.

1. Can the bank provide SAWPA with corporate credit cards? If so, what is the annual fee per card?
2. Does the bank provide consolidated monthly billing for all corporate cardholder accounts? If so, please describe.
3. Is the monthly billing information available online? Is detailed billing information available online?
4. Can the monthly charge be directly debited from SAWPA's account? If so, how many days between the statement cut-off date and the due date?

Tab 14 - Custody Services: Please describe your institutional custody services including but not limited to, safekeeping, daily trade settlements and reconciliation, income collection, notification process, information reporting, cash services, and performance monitoring.

Tab 15 – Miscellaneous Questions: Please respond to all of the following.

1. Can the bank provide SAWPA with Letters of Credit for various business transactions?
2. Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom SAWPA can contact personally to discuss any issues relating to SAWPA's accounts and/or services?
3. What is the bank's policy regarding Daylight Overdrafts? Is there a charge for DOD's and if so, how is it calculated?
4. The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from SAWPA's auditors. Will the bank be able to comply with such requests?
5. Please list your hours of operation and all holidays on which the bank is not open for business.
6. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about **exactly** whom SAWPA will be calling and working with for the above described situations and for implementation of new services. Also describe the bank's organizational structure as it relates to governmental clients and any other information that will be helpful in understanding the bank's internal relationships.

7. Please describe your security controls for employee access to online and phone services.
8. SAWPA from time to time may need to place public funds in short term investments for a variety of reasons. Briefly describe the types of short-term investment vehicles that you have available for State of California public fund investors including, but not limited to, money market accounts, commercial paper, sweep accounts, repurchase agreements, etc.

Tab 16 – *Implementation Plan and Costs:* SAWPA requires a smooth and low-cost transition to a new bank or enhanced service with its existing bank. Please respond to all of the following.

1. Please describe in detail the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion.
2. Please detail *all* costs and the responsible party (bank or SAWPA) associated with the conversion to all of the new services.
3. What size conversion allowance will the bank provide to SAWPA? Please state a specific dollar amount or identify those supplies, products, and/or services included.
4. Will the bank provide on-site training for SAWPA personnel for all of the services selected? Typically, how are the training sessions structured?

Tab 17 – *Service Enhancements:* Based on the information provided in the RFP and your bank's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving SAWPA's bank accounts and related depository and cash management services.

Tab 18 – *Cost Proposals/Banking Services Fee Schedule:* Included as "Attachment A" is the Bank Services Fee Schedule, which includes an estimate of SAWPA's monthly transactions and is being provided for pricing purposes. Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Fee schedule.

Tab 19 – Please include: *Sample Account Analysis Statement and User's Guide.*

Tab 20 – Please include: *Sample Account Reconciliation Reports, Account Statements, Sample Prior Day and Intra Day Statement Reports, and Positive Pay Reports.*

Tab 21 – Please include: *Sample Banking Services Contract, Sample Funds Transfer Agreement, Sample Consolidated/Parent Billing Statement for Corporate Credit Card and any other relevant samples.*

Tab 22 – Please include: the latest *Annual Report and most recent quarterly bank call report filed with the FDIC.*

X. SELECTION PROCESS

SAWPA staff will review the proposals based on the evaluation factors listed below to select the most qualified firms to recommend to a short-list to interview. This RFP seeks financial institutions that can provide governmental banking and cash management services. It is in SAWPA's best interest to do business with banking professionals who have shown they are dedicated and experienced in the local government market. No single factor will determine final award decision.

- The experience, resources, and qualifications of the financial institution and individuals assigned to this account. (Includes the scope of services offered and the degree of automation)
- Relevant experience managing similar relationships and public institutions and agency clients.
- Financial strength of proposing institution.
- Quality and scope of conversion plan.
- Compliance with the requirements of this RFP and the quality of proposals. (Includes understanding the needs and operational requirements of SAWPA)
- Proposed fees and compensation. (Although fees and compensation will be an important factor in the evaluation of proposals, SAWPA is not required to choose the lowest bidder)

Based on review of the proposals, a short-list of Respondents will be selected to participate in an interview. The interview will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Interview presentations will be evaluated.

A successful Respondent will be selected for recommendation of contract award. The selection committee will recommend the bank that provides the best overall value to SAWPA. Contract award is subject to the approval of SAWPA's Board of Commissioners.

By submitting responses to this solicitation, respondents understand and agree that SAWPA may award a contract to the bank whose approach exceeds or varies from the requirements listed. SAWPA will be the sole judge of which proposal best satisfies the needs of SAWPA.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore Proposals submitted should contain the Respondent's most favorable terms and conditions, since selection and a ward may be made without discussion with any Respondent. If SAWPA engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. SAWPA may elect to contact another bank submitting a Proposal. This sequence may continue until an agreement is reached.

XI. INSURANCE REQUIREMENTS

The successful firm shall procure and maintain, for the duration of the agreement insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The successful bidder shall provide the following coverage:

Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	\$1,000,000
Professional Liability	\$5,000,000

Prior to the start of work, the selected firm shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming SAWPA as an additionally insured.

Attachment A

Bank Service Fee Schedule			
Based on Estimated Monthly Volume			
SERVICES	ESTIMATED VALUE VOLUME	PRICE PER TRANSACTION	TOTAL PRICE
ACCOUNT SERVICES			
Checking – Monthly Maintenance	3		
Electronic Credit	2		
Electronic Debit	30		
Debit	1		
Currency Deposited per \$1,000			
Check Cashed Non-Customer	1		
Checks Paid	75		
Credit Posted (Deposit)	1		
Items Deposited (On-Us)	5		
Items Deposited (Transit)	15		
Wire Transfer – Incoming	5		
Two Signatures Required	2		
OTHER CHARGES			
Deposit/Protection Insurance	20,000		
REMOTE DEPOSIT CAPTURE SERVICE			
RDC Maintenance	1		
OLB Wire Transfer – Domestic	1		
RDC Multi-Feed Scanner	1		
RDC Deposit	7		
ONLINE BANKING SERVICES			
OLB Maintenance – Complete Package	1		
OLB Wire Transfer – Domestic	1		
OLB ACH Module Maintenance – Complete Pkg	1		
OLB ACH Orig Per Item	110		
RECONCILIATION & POSITIVE PAY SERVICES			
Positive Pay – ACH Maintenance	2		
Positive Pay – Check Maintenance	2		
Per Item	75		