


City of South Daytona

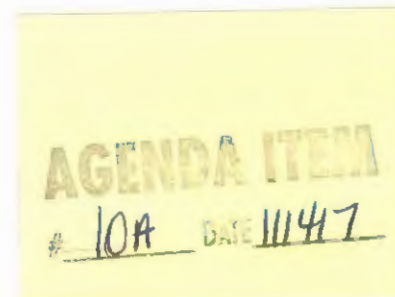
Office of the City Manager / Department of Finance

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3060 • FAX 386/322-3099



MEMORANDUM

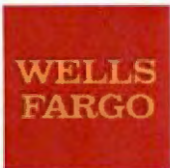
To: Joseph W. Yarbrough, City Manager
From: Kevin T. Lewis, Finance Director 
Re: Banking Services Contract Renewal/Piggyback
Date: November 6, 2017



Historically, Wells Fargo has been the City's primary banking provider. The existing contract for banking services with Wells Fargo has expired. Wells Fargo and SunTrust appear to be the only banks offering the full range of services needed by the City with a branch located in the City for daily deposits. Wells Fargo has provided the City with top notch products and services utilizing current technology along with exceptional customer service.

Wells Fargo has offered the City a contract piggybacking on the City of Deerfield Beach. Through a competitive RFP process in 2015, the City of Deerfield Beach received banking services proposals and awarded its banking services business to Wells Fargo Bank, N.A. (Wells Fargo). A small number of services utilized by South Daytona are not utilized by Deerfield Beach and would continue at current pricing. All other services would be under the same contract pricing and terms for Deerfield Beach. The contract with Deerfield Beach provides for an initial term through 2/28/21 with a one-time five year extension subject to pricing negotiation and other terms agreeable to both parties. The proposal and executed Deerfield Beach agreements are attached. Piggybacking on this agreement allows the City to take advantage of the purchasing power of a larger governmental agency and to lock in current pricing for an extended period of time. The net effect of this pricing is a slight increase in fees, however Wells Fargo has also offered an increase in the earnings credit rate to off-set those fees resulting in a net impact of approximately zero. Staff intends to continue consolidating bank services and accounts as well which should result in a minor overall reduction in cost on a monthly basis going forward.

Article IV, Section 2-144 provides that the City Council may elect to join with other government units in cooperative purchasing ventures. Accordingly, staff is requesting approval of the proposed offer from Wells Fargo for banking services piggybacking onto the City of Deerfield Beach's banking services agreement and authorization for the City Manager to execute the proposed agreement with Wells Fargo.



Government and Institutional Banking

Vincent Mattio
Wells Fargo Bank, N.A.
100 South Ashley Drive, 8th Floor
Tampa, FL 33602
MAC: Z0307-085
(813) 225-6539

10/23/2017

Kevin Lewis
Finance Director
City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119

Re: Piggyback of the City of Deerfield Beach Master Banking Services Agreement

Dear Mr. Lewis:

At your request, we are pleased to offer the City of South Daytona the option of piggybacking onto the City of Deerfield Beach's banking services agreement. Through a competitive RFP process in 2015, the City of Deerfield Beach received banking services proposals and awarded its banking services business to Wells Fargo Bank, N.A. (Wells Fargo). The City of Deerfield Beach and Wells Fargo entered into a Master Banking Services Agreement as of March 1, 2016 (including the Service Documentation incorporated therein by reference, the "MBSA").

The City of South Daytona is hereby offered banking services on the same terms as those set forth in the MBSA, a copy of which is attached to this letter as "Exhibit A". Those terms include the City of Deerfield Beach's fee pricing for services covered by the MBSA (fees for additional services utilized by the City of South Daytona and not covered by the MBSA (because the City of Deerfield does not use such services) will remain at the levels currently charged to the City of South Daytona). Such fees are set forth in "Exhibit B" attached to this letter, which will apply during the initial contract term expiring on February 28, 2021 (unless earlier terminated by either party in accordance with the MBSA's terms). There is one (1) additional five (5) year extension option subject to pricing negotiation and other terms mutually agreeable to both parties. For ease of reference, Wells Fargo's proposal, in response to the City of Deerfield Beach RFP #2015-16/03 for Banking Services, is included as "Exhibit C" to this letter. Also, "Exhibit D" references Wells Fargo's **Commercial Account Agreement**.

The City will have the option to use a non-interest bearing account, or an interest bearing account, and can switch between the accounts as the interest rate environment changes.

- If the City desires a non-interest bearing account, the balances maintained in this account structure will receive a monthly earnings credit which can be used to offset monthly analysis charges. The non-interest bearing accounts would receive a bank managed ECR rate of

0.60% (60 basis points) with a monthly settlement, subject to an ECR "floor" of 0.35% (35 basis points).

- If the City prefers an interest bearing account, we would establish a Government Advantage Interest Checking ("GAIC") account for your monies on deposit. In the GAIC account type, the City would receive a bank managed ECR of 0.60% (60 basis points) with a monthly settlement, subject to an ECR "floor" of 0.25% (25 basis points). Interest would be paid on those balances not used to offset service charges. The bank managed interest rate initially would be set at 0.10% (10 basis points), with a "floor" of 0.02% (2 basis points). This account eliminates the need to sweep money to another account or money market fund and assures the City that all your bank balances are working for you. Interest is paid on approximately the 10th day of the following month.

*Note: The ECR and interest rates quoted above are managed rates and will move directionally with the change in the Fed Funds rate. The ECR and interest rates are determined after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The ECR and interest rates quoted above are set at our discretion on a monthly basis and may be adjusted during the month to react to market changes.

As is the case for the City of Deerfield Beach under the MBSA, the City of South Daytona will be charged a recoupment fee to partially recover deposit insurance premiums that Wells Fargo pays to the FDIC. This fee will be detailed as an individual charge in the account analysis statement and assessed on a monthly basis at \$0.08 per \$1000 of the City of South Daytona's positive average ledger balance for the month. The recoupment fee can be paid through earnings credit offsets.

If the City of South Daytona is in agreement with the terms described in this letter, please have authorized signatories execute on the following signature page. Upon execution by the City's authorized signatories, this letter, along with the MBSA and the other attachments referenced above, will represent the banking services contract between Wells Fargo and the City of South Daytona. These terms and pricing will become effective on the first day of the first month following the City's execution of this document.

Thank you for allowing us the opportunity to continue our banking relationship. We look forward to working with you and your staff in the coming years.

Sincerely,



Vincent Mattio, Vice President
Relationship Manager

AGREED AND ACCEPTED:

City of South Daytona, Florida

By: _____

Name: _____

Title: _____

EXHIBIT A

MASTER BANKING SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into as of the 1st day of March, 2016 by and between the City of Deerfield Beach, a municipal corporation of the State of Florida ("Customer") and Wells Fargo Bank, N.A., a national banking association authorized to do business in the State of Florida ("Bank").

Recitals

WHEREAS, Customer has requested that Bank provide certain banking and treasury management services (collectively, the "Services") to Customer; and

WHEREAS, Bank has agreed to provide the Services to Customer, and Customer has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the Customer expressly acknowledge, each of Bank and Customer hereby agree as follows:

Agreement

1. Service Documentation. Bank shall provide, and Customer shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:
 - 1.1 This Agreement;
 - 1.2 The Customer's Request for Proposal #2015-16/03 (the "RFP"), except to the extent of the exceptions thereto with respect to Facility Visits, Subcontractors, Piggybacking, Fee Structure/Most Favored Nation clause, Audits and Inspections of Records, and Insurance Requirements included in the Proposal (as defined in Section 1.3 below);
 - 1.3 Bank's Proposal (the "Proposal") provided in response to the RFP;
 - 1.4 The Service Description for each Service (each, a "Service Description");
 - 1.5 The account agreement for the deposit accounts that Customer maintains at Bank (the "Account Agreement"); and
 - 1.6 User guides, which may include software, software licenses, price schedules, specifications, instructions and notices.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. The Account Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibit A.

The Service Documentation constitute the entire agreement between Bank and Customer and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Additional Services. If Customer requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation at any time upon prior written notification. If Customer discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

The Agreement shall have an initial term of five (5) years beginning on the 1st day of March, 2016 and ending on the 28th day of February, 2021. This contract may be renewed for up to one (1) additional five year period by mutual agreement of both parties. Unless terminated sooner in accordance with the Service Documentation, this Agreement and all Services will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Either party may terminate any Service (a) following notice to the other party of a breach by such other party of any provision of the Service Documentation and such other party's failure to cure the breach within fifteen (15) days of the date of such notice, or (b) upon notice to the other party if the other party is subject to a petition under the U. S. Bankruptcy Code. Customer is a bona fide governmental entity of the State of Florida, and if Customer does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of Customer's fiscal years subsequent to the one in which this Agreement is executed and entered into, then this Agreement will terminate effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Customer's obligation under this Agreement were last appropriated by Customer and Customer shall not in this sole event be obligated to make any further purchases beyond said fiscal year. The termination of a Service or this Agreement will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Neither party will not be liable to the other party for any losses or damages such other party may incur as a result of any termination of any Service or this Agreement in accordance with the terms of the Service Documentation.

5. Service Fees. Customer shall pay Bank the fees for the Services as set forth in the Proposal and attached hereto as Exhibit B, exclusive of taxes based on Bank's net income. Except to the extent related to additional services referenced in Section 2 above, fees for the Services will remain fixed for the initial term of the Agreement. Except as otherwise agreed to between Customer and Bank, Bank may debit Customer's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer will promptly pay.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

6.2 Customer warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

6.3 If Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that (a) Customer's governing body has duly authorized the agent and (b) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

6.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation. Bank warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the services to be provided by Bank to Customer under the Service Documentation. Bank further represents and warrants to Customer that Bank or its applicable subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the services and products being provided to Customer. Bank agrees to indemnify, defend by counsel acceptable to the Customer's City Attorney, and save harmless the Customer from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services and products being purchased by the Customer hereunder. Notwithstanding the foregoing, Bank shall have no liability for such infringements based on (i) any unauthorized alteration or modification of the materials or services by Customer or its agents, (ii) use of the materials or services in any manner other than as permitted under the Service Documentation, (iii) use of the materials or services in combination with any equipment or software not authorized by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by Customer or its agents.

7. Liability.

7.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

7.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in Customer's account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

7.3 All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer. Customer's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access Customer's electronic communications and financial data, and (c) send or receive information and communications

to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

7.4 Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.

7.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.

7.6 Bank will only be liable to Customer for Customer's direct monetary losses due to Bank's negligence or intentional misconduct. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8. Miscellaneous.

8.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state courts in or for Broward County, Florida. Both parties hereby waive any and all rights to a jury trial and will proceed to a trial by judge, if necessary.

8.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for Customer in Bank's records, and any notice from Bank will be effective when actually received by Customer. Customer will use the address where Customer's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from Customer will be effective when actually received by Bank. Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

8.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's customers. Bank reserves the right to perform services using this model and to subcontract freely and to add and

delete service providers at Bank's discretion. Bank will remain fully responsible for performance of all obligations under this Agreement, including those performed by a subcontractor or other service provider engaged by Bank.

8.4 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email. Customer and Bank agree that this Agreement and the Service Documentation set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and the other Service Documentation, as of the above written date.

CITY OF DEERFIELD BEACH

By: Burgess Hanson

Name: Burgess Hanson

Title: City Manager

WELLS FARGO BANK, N.A.

By: Lance Aylsworth

Name: Lance Aylsworth

Title: Vice President

AUTHENTICATION:

Samantha Gillyard

Samantha Gillyard, CMC, City Clerk

Approved as to form and legal sufficiency
Office of the City Attorney for
Deerfield Beach, Florida

By: Andrew S. Maurodis

Andrew S. Maurodis, City Attorney

EXHIBIT B



South Daytona - Pricing

Service Descriptions

	Price
ACH	
ACH INQUIRY MONTHLY BASE**	0.00000
ACH CEO RETURN SUBSCRIPTION - ITEM	0.00000
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000
ACH MONTHLY BASE	30.00000
ACH ONE DAY ITEM	0.04000
ACH TWO DAY ITEM	0.04000
ACH SAME DAY	0.14000
ACH RECEIVED ITEM	0.00000
ACH RETURN UNAUTHORIZED -ELECTRONIC	6.50000
ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000
ACH PAYMENTS ONLINE BATCH RELEASE	0.00000
ACH TRANSMISSION CHARGE	8.00000
ACH PAYMENTS BASE FEE	25.00000
ACH PAYMENTS TWO DAY ITEM	0.04000
ACH CEO SUBSCRIPTION - ACCOUNT	0.00000
ACH ORIGINATED - ADDENDA REC	0.02000
ACH Fraud Filter	
ACH CEO FRAUD FILTER REVIEW MO BASE	15.00000
ACH CEO FRAUD FILTER STOP MTHLYBASE	15.00000
ACH CEO FRAUD FILTER REVIEW - ITEM**	2.00000
Account Reconciliation	
CEO REGISTER INPUT - ITEM**	0.20000
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000
ARP OPTIONAL REPORTS	0.00000
ARP OUTPUT - TRANSMISSION	10.00000
ARP PAPER STATEMENT DELIVERY	0.00000
Cash Branch/Store Channel	
CASH DEPOSITED IN WF BRANCH	0.00100
PER CHANG ORDER FEE IN BRANCH/STORE**	6.50000
CASH ORDERED IN BRANCH/STORE**	0.00220
BRANCH DEPOSIT	1.20000
NON ACCT HOLDER CHK CASHING - PAYEE**	0.00000
EDI Reporting	
CEO EDI PMT DETAIL SUBSC MO BASE	0.00000
General Account Services	
ACCT MAINTENANCE	12.00000
ZERO BALANCE MASTER ACCOUNT MAINT	10.00000
ZERO BALANCE MONTHLY BASE	8.00000

DEBITS POSTED	0.10000
ELECTRONIC CREDITS POSTED	0.15000
DDA STATEMENT - PAPER	0.00000
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	0.00000
BALANCE INQUIRY CUSTOMER SERV-ITEM	0.00000
PHOTOCOPY CUSTOMER SERVICE - ITEM	0.00000

General Disbursement Services

STOP PAYMENT - AUTO RENEWAL	3.00000
MICR CHECK REJECTS OVER 2%**	1.75000
CHECK CASHING THRESHOLD MO BASE	0.00000
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000
OTC DEBIT BLOCK MONTHLY BASE	0.00000
PYMT AUTH MAX CHECK MTHLY BASE	15.00000
DDA CHECKS PAID	0.20000
STOP PAYMENT - ONLINE	5.00000
CHECKS RETURNED W/STATEMENT-ITEM	0.00000

Image Delivery

CEO IMAGE VIEW < 90 DAYS - ITEM	0.00000
CEO IMAGE VIEW > 90 DAYS - ITEM	0.00000
CEO SEARCH	0.00000

Information Reporting

CEO EVENT MESSAGING SERVICE - EMAIL	0.00000
CEO INTRADAY REPORTING MAINTENANCE	50.00000
CEO PREV DAY REPORTING MAINTENANCE	20.00000
CEO PREV DAY REPORTING ITEMS LOADED	0.00000
INFO REPORTING HISTORY STORAGE 120	0.00000
CEO BASIC BANKING - MONTHLY BASE	0.00000
CEO BASIC BANKING ADDL ACCT-MO BASE	0.00000
CEO BASIC BANKING - TRANSFER	1.50000

Other Non TM

CEO CREDIT MANAGEMENT MTHLY BASE	15.00000
CEO CREDIT MGT EXT HISTORY 14 M	0.00000

Paper Checks Deposited

DEPOSITED CHECKS - ON US	0.03500
DEPOSITED CHECK	0.03500

Positive Pay

POSITIVE PAY EXCEPTION - CEO IMAGE	2.00000
POSITIVE PAY EXCEPTION CHECKS RETND	0.00000
POSITIVE PAY EXCEPTIONS - ITEM	0.00000
POSITIVE PAY ONLY - ITEM	0.02000
POSITIVE PAY ONLY MONTHLY BASE	15.00000
PAYEE VALIDATION STANDARD-ITEM	0.03000

Returned Items

CEO RETURN ITEM RETRIEVAL-IMAGE**	3.50000
CEO RETURN ITEM SERVICE MTHLY BASE	0.00000
RETURN ITEM - CHARGEBACK	2.50000
RETURN ITEM REDEPOSITED	2.50000
CEO RETN ITEM SUBSCRIPTION OPT DETL	0.10000
CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000
CEO RETN ITEM SUBSCRIPTION PER ITEM**	2.00000

Wire Transfers

CEO WIRE XFR DETAIL US ACCT MO BASE	0.00000
CEO WIRE XFR DETAIL US ACCT ITEM	0.00000
WIRE MAIL CONFIRMATION	6.00000
WIRE OUT DOMESTIC - CEO	10.00000
WIRE IN DOMESIC	8.00000
INFOFAX WIRE MONTHLY BASE	10.00000

WFED

ELECTRONIC DEPOSIT - CHECK WFB	0.04000
ELECTRONIC DEPOSIT - CHECK NON WFB	0.04000
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000
ELECTRONIC DEPOSIT SUSPECT REVIEW	1.00000

Recoupment

RECOUPMENT MONTHLY	0.08000
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Supplemental Pricing

<u>Service Description</u>	<u>Price</u>
ACH	
ACH ORIGINATED - ADDENDA REC	0.02000
Account Reconciliation	
CEO REGISTER INPUT - ITEM	0.20000
ARP OPTIONAL REPORTS	0.00000
ARP OUTPUT - TRANSMISSION	10.00000
ARP PAPER STATEMENT DELIVERY	0.00000
Controlled Disbursement	
MICR REJECTS OVER 2%	1.75000
CONT DISB ACCT MAINT W/CXSTR	100.00000
CONT DISB CHECKS PAID	0.06000
General Account Services	
ZERO BALANCE MONTHLY BASE	8.00000
DDA STATEMENT - PAPER	0.00000
BALANCE INQUIRY CUSTOMER SERV-ITEM	0.00000
PHOTOCOPY CUSTOMER SERVICE - ITEM	0.00000
General Disbursement Services	
CHECKS RETURNED W/STATEMENT-ITEM	0.00000
PYMT AUTH MAX CHECK MTHLY BASE	15.00000
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000
OTC DEBIT BLOCK MONTHLY BASE	0.00000
Image Delivery	
WELLSIMAGE PAID CHECK MONTHLY BASE	15.00000
WELLSIMAGE PAID CHECK PER CD	25.00000
CEO SEARCH	0.00000
Information Reporting	
CEO BASIC BANKING - TRANSFER	1.50000
MSC-TM	
WLBX PKG US MAIL DELIVERY	0.00000
Positive Pay	
PAYEE VALIDATION STANDARD-ITEM	0.03000
POSITIVE PAY ONLY - ITEM	0.02000
POSITIVE PAY ONLY MONTHLY BASE	15.00000
Wholesale Lockbox	
WLBX NON-TRUNCATE PKG PREP MO BASE	0.00000
WLBX DOCUMENT REASSOCIATION	0.00000
WLBX HEALTHCARE PAPER RETURN	0.00000
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	0.00000
Wire Transfers	
INFOFAX WIRE MONTHLY BASE	10.00000