

0150-10147-0002

TRANSMITTAL

TO The City Council	DATE 11/18/2024	COUNCIL FILE NO. C.F. 14-0806
FROM The Mayor	COUNCIL DISTRICT All	

**Amendment No. 10 to Contract C-114826
with Wells Fargo Bank, N.A. for General Banking Services.**

Transmitted for your consideration. See the
City Administrative Officer report attached.


MAYOR

MWS:MA:09250055

(Carolyn Webb de Macias for)

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

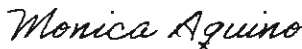
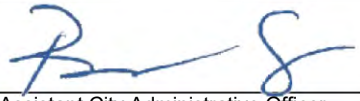
To: The Mayor	Date: 10-31-24	C.D. No. All	CAO File No.: 0150-10147-0002
Contracting Department/Bureau: Office of Finance		Contact: Ricardo Estrada (213) 648-8713	
Reference: Transmittal from the Office of Finance on August 13, 2024.			
Purpose of Contract: Tenth amendment to Contract No. C-114826 for general banking services with Wells Fargo Bank on behalf of the Los Angeles Department of Water and Power (LADWP).			
Type of Contract: () New contract (x) Amendment, Contract No. C-114826		Contract Term Dates: Two years, from July 1, 2024 through June 30, 2026.	
Contract/Amendment Amount: Compensation is based on usage.			
Source of funds: LADWP Disbursement Fund No. 827			
Name of Contractor: Wells Fargo Bank N.A.			
Address: 333 S. Grand Avenue, 5 th Floor Los Angeles, CA 90017			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0.5 %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances			X
10. Contractor Responsibility Ordinance			X
11. Disclosure Ordinances			X
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Director of the Office of Finance, or designee, to execute a Tenth Amendment to Contract No. C-114826 with Wells Fargo Bank, N.A. extending the term of the agreement for two years, from July 1, 2024 through June 30, 2026, subject to review of the City Attorney as to form.

SUMMARY

The Office of Finance (Finance) requests authority to execute a Tenth Amendment to Contract No. C-114826 with Wells Fargo Bank, N.A. (Wells Fargo) to extend the term of the agreement for two additional years, from July 1, 2024 through June 30, 2026 for general banking services on behalf of the Los Angeles Department of Water and Power (LADWP). The original agreement resulted from a Request for Proposals (RFP), with an initial term from July 1, 2008 through June 30, 2018, and subsequently extended through various amendments to June 30, 2024 (C.F. 14-0806). The contract was executed under California Government Code Section 53649, which grants the Treasurer authority to execute banking related contracts.

 Monica Aquino	 Assistant City Administrative Officer	
MA	Analyst	0150-10147-0002

Finance is requesting authority to extend the agreement for two additional years while Wells Fargo continues to provide merchant card services program (merchant services), a subset of general banking services. LADWP's merchant services offers various payment options for customers, with various security and processing needs. Wells Fargo administers the processing of electronic payments from the City's water, power, and sewer customers billed by LADWP. The original agreement provided a scope of work to include account services, information reporting, electronic fund transfers, merchant card processing, investment services, and other general banking services. Finance coordinated with all City departments and proprietary departments to transition all banking services from Wells Fargo to JP Morgan Chase Bank (JP Morgan) in April 2020 (C.F. 17-1259-S1). In August 2022, LADWP initiated the Merchant Services transition project with JP Morgan and Paymentus (JP Morgan's Merchant Partner) with an anticipated start date of June 30, 2024. LADWP encountered many implementation issues with Paymentus related to LADWP's complex service requirements that could not be resolved. Due to the implementation issues and the necessity to provide uninterrupted electronic payment services, LADWP decided to terminate the transition project as of June 25, 2024.

LADWP requires general banking services provided by Wells Fargo to continue beyond June 30, 2024 to ensure the ability to receive electronic payments and avoid a lapse in electronic payment services for LADWP customers. Wells Fargo's merchant services are integrated with LADWP's website (LADWP.com), LADWP's customer billing software, and Oracle Customer Care & Billing to allow for automated posting of these electronic payments directly into the customers' LADWP accounts. LADWP intends to conduct a procurement process for a new agreement for continuation of merchant card and general banking services when the proposed amendment expires.

Compensation to the contractor is based on the services provided. The proposed contract extension includes rate increases proposed by Wells Fargo to align with their current standard pricing. The rates for services are detailed in the original agreement and as updated in subsequent amendments (Exhibit C – Pricing Schedule as of July 1, 2024). LADWP estimates annual expenditures of approximately \$2.5 million for the duration of the extension period.

In accordance with the City's Administrative Code Section 10.5(a), Council approval of the proposed amendment is required because the cumulative term of the contract exceeds three years.

Compliance Documents

Finance requested exemptions for contract ordinances and compliance requirements for the proposed contract amendment from the Bureau of Contract Administration (BCA) on the basis of contracts involving City moneys in which failure to enter into a contract will violate the City Treasurer's fiduciary duties and cause the City to incur a financial loss or forego a financial benefit. Finance requested Wells Fargo to be exempt from submission of the Equal Benefits Ordinance (EBO), First Source Hiring Ordinance (FSHO), Disclosure Ordinances (DO), Slavery Disclosure Ordinance (SDO), and Disclosure of Border Wall Contracting. The exemption requests were granted by BCA on September 19, 2024.

The City's Administrative Code, Division 10.40.4 exempts from the provisions of the Contractor Responsibility Ordinance (CRO) "banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq." As the City's Treasury function is part of Finance, the proposed contract is exempt from the CRO.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund for the proposed amendment as funding is provided by LADWP's proprietary account.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that on-going revenues will be used to fund these on-going expenses including the use of proprietary funds and special funds as appropriate.

MWS:MA:09250055

Attachment



KAREN BASS
MAYOR

August 15, 2024

The Honorable Members of the Los Angeles City Council
c/o City Clerk
200 North Spring Street, Room 395
Los Angeles, CA 90012

**RE: REQUEST TO EXTEND CONTRACT WITH WELLS FARGO BANK (C-114826)
ON BEHALF OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER**

Dear Honorable Members:

The Office of Finance (Finance) requests approval to execute an amendment to the Wells Fargo Bank contract (C-114826) for an additional two years, to expire on June 30, 2026. Finance worked with all City departments to transition all banking services from Wells Fargo to JP Morgan Chase Bank. All City departments have completed this transition, with one exception. The Los Angeles Department of Water and Power (LADWP) requires Wells Fargo to continue to provide merchant card services, a subset of services to all general banking services. In August 2022, LADWP began the Merchant Services transition project with JPMorgan and Paymentus (JPMorgan's Merchant Partner) with an anticipated Go-Live date of June 30, 2024. Unfortunately, LADWP encountered many implementation issues with Paymentus that could not be resolved, even after escalation to JP Morgan and Paymentus senior management. On June 25, 2024, LADWP decided to terminate the transition project.

LADWP is recommending the City extend the Wells Fargo Merchant Services contract for an additional two years, to June 30, 2026, to ensure the ability to receive electronic payments, a preferred or necessary payment method for most LADWP customers. The term extension will provide LADWP time to conduct a contract procurement process for a new agreement and avoid a lapse in electronic payment service for LADWP customers. As the contract administrator for City general banking services, Finance is requesting the extension on behalf of LADWP.



BACKGROUND

On January 5, 2018, Finance released a Request for Proposals in order to seek a new contract for City general banking services. In addition to Finance, the Los Angeles World Airports, LADWP, Harbor Department, Office of the City Administrative Officer, and the County of Los Angeles Treasurer and Tax Collector evaluated all proposals. After final evaluations, JPMorgan was selected to succeed Wells Fargo for general banking services. Finance entered into an agreement with JPMorgan, C-135446, in April 2020 to begin the transition process and worked with all City departments to transition all banking services from Wells Fargo to JPMorgan. All departments completed the transition by June 30, 2022, with the exception of LADWP for merchant card services.

LADWP merchant card services program offers various payment options for a large number of customers, with various security and processing needs. Due to the complexity of their requirements, LADWP determined on June 25, 2024 that the transition of merchant card services to JPMorgan was no longer viable. Currently, LADWP uses Wells Fargo Merchant Services to process Electronic (ACH & Credit Card) payments from the City's water, power, sewer, and refuse customers billed by LADWP. LADWP offers three channels of electronic payments: One-Time Payment via LADWP.com, One-Time Payment via IVR and Scheduled recurring Payment (Auto pay) via LADWP.com. Wells Fargo Merchant Services' E-Bill Express is integrated with the LADWP's website (LADWP.com) and LADWP's customer billing software, Oracle Customer Care & Billing (CC&B) to allow for automated posting of these electronic payments directly into the customers' LADWP accounts which provides seamless customer service to LADWP customers. In Fiscal Year 2023, LADWP received \$3.4 billion in electronic payments. Additionally, LADWP has 18 locations with Point-of-Interaction devices for collecting credit card payments from customers who prefer to pay in person.

An additional two-year extension is requested to ensure that sufficient time is available for LADWP to complete a procurement process for other Merchant Service options that fulfill their requirements.

FISCAL IMPACT

The proposed contract extension includes rate increases proposed by Wells Fargo to align with their current standard pricing. LADWP accepted the fee increases and an updated fee schedule is incorporated in the amendment. LADWP estimates an annual spend of \$2.5 million per year for the duration of the extension period. The merchant card services are paid through transactional fees that will be incurred entirely by LADWP. Given that LADWP is a proprietary department and self-funded, there is no impact to the General Fund.

RECOMMENDATION

Finance respectfully requests that the Council, subject to the approval of the Mayor:

AUTHORIZE the Director of Finance to execute an amendment to contract C-114826 with Wells Fargo Bank to extend the terms of the agreement for an additional two years, from July 1, 2024, to June 30, 2026, subject to final review of the proposed amendment by the Office of the City Attorney.

If you have any questions, please contact Angela Berumen, Assistant Director of Finance, at angela.berumen@lacity.org.

Sincerely,



Diana Mangioglu
City Treasurer / Director of Finance

Attachments: Proposed Amendment to Contract C-114826

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Ha To, Office of the City Administrative Officer Megan
Cottier, Office of the City Administrative Officer Monica
Aquino, Office of the City Administrative Officer
Angela Berumen, Office of Finance
Mario Interiano, Office of Finance

TENTH AMENDMENT TO

AGREEMENT C-114826

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

WELLS FARGO BANK, N.A.

FOR

GOVERNMENT BANKING SERVICES

**TENTH AMENDMENT TO AGREEMENT C-114826
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
WELLS FARGO BANK N.A.
FOR
GOVERNMENT BANKING SERVICES**

THIS TENTH AMENDMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through its Office of Finance, and Wells Fargo Bank N. A. (hereinafter referred to as the “Bank”) collectively referred to hereinafter as “Parties” or individually as “Party”, with reference to the following:

WHEREAS, on July 1, 2008 the Parties entered into that certain Agreement C-114826 (the “Original Agreement”), wherein the Bank agreed to provide general banking services as described in the Original Agreement; and

WHEREAS, the Parties executed a Ninth Amendment to the Original Agreement, wherein the Bank agreed to continue to provide general banking services for the term beginning on July 1, 2022 ending on June 30, 2024; and

WHEREAS, the Los Angeles Department of Water and Power (“LADWP”) continues to require the above-mentioned services provided by the Bank beyond June 30, 2024 due to LADWP’s need for additional time to complete its transition to JPMorgan Chase & Co. as the City’s provider for merchant services; and

WHEREAS, the Parties desire to extend the term of the Original Agreement for an additional two (2) year term; and

NOW, THEREFORE, in consideration of the above premises and of the representations and mutual covenants hereinafter set forth, the Parties agree as follows:

1. The terms and conditions of the Original Agreement, and the First through Ninth Amendments, as amended by this Tenth Amendment, shall be read and construed as one (1) document and references to “this Agreement” or “the Agreement” shall, from the commencement date hereof (but not for any purpose prior to this term), incorporate references to this Tenth Amendment.
2. Section 1. Integrated AGREEMENT, is hereby amended in its entirety to read as follows:

“The entire and integrated Agreement between the City and Bank related to the services shall consist of this Agreement as amended by a First Amendment dated

June 27, 2013, a Second Amendment dated June 30, 2014, a Third Amendment dated March 22, 2016, a Fourth Amendment dated June 30, 2017, a Fifth Amendment dated October 3, 2018, a Sixth Amendment dated July 22, 2019, a Seventh Amendment dated June 30, 2020, an Eighth Amendment dated August 24, 2021, a Ninth Amendment dated March 14, 2023, and this Tenth Amendment. The integrated Agreement supersedes all prior negotiations, representations, statements, and agreements, whether written or oral regarding the services.

3. Section 2. Term, is hereby deleted in its entirety and replaced as follows:

“The term of this Agreement shall commence on July 1, 2008 and continue through June 30, 2026 (“Extension Period”), unless otherwise terminated earlier as provided herein or amended elsewhere provided herein.”

4. Section PSC-19 of the ***Standard Provisions For City Contracts*** is hereby deleted in its entirety and replaced with the following:

“CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. Notwithstanding the foregoing, CONTRACTOR shall have no liability under this section if the alleged claim is caused in whole or in part by: (i) use of the Work Product for a purpose or in a manner for which the Work Product was not designed, (ii) any modification made to the Work Product without CONTRACTOR'S written approval, or (iii) any intellectual property right owned or licensed to the CITY. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.”

5. The Parties agree that pricing will follow the attached treasury management proforma / Pricing Schedule attached hereto as Exhibit C and that it will supersede all prior pricing arrangements. The Parties also agree that pricing will not increase during the Extension Period.

6. In the event of any inconsistency between the provisions of this Tenth Amendment and the attachments and exhibits attached thereto, said inconsistency shall be resolved by giving precedence to the documents in the following order, except as required by applicable ordinances and law:
 1. The body of this Tenth Amendment; and
 2. The body of the Original Agreement and First through Ninth Amendment; and
 3. The other attachments/exhibits to the Original Agreement
5. All capitalized terms shall have the meaning ascribed to them under the Original Agreement, except as otherwise provided herein.
6. This Tenth Amendment may be executed in one (1) or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one (1) and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
7. This Tenth Amendment shall be deemed executed upon the occurrence of all of the following events:
 1. This Tenth Amendment has been signed on behalf of Bank by the person or persons authorized to bind Bank hereto;
 2. This Tenth Amendment has been approved by the Director of Finance;
 3. The Office of the City Attorney has indicated the approval as to form of this Tenth Amendment; and
 4. This Tenth Amendment has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Tenth Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Tenth Amendment to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: 
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: 8/13/2024

Wells Fargo Bank N.A.

By: _____
Madaline Love
Director

Date: _____

By**: _____
[Name]
[Title]

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: C-114826

Council File Number: _____

NOTE: IF Bank is a corporation, two signatures are required.

*The signature of President, Chairman of the Board, Or Vice President is required here; and

**an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Exhibit C
City of Los Angeles - Contract C-114826
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2024

WF Code	AFP Code	Service Description	Charge Basis	Price
E-Bill Express				
28376	310204	E-BILL EXPRESS CREDIT MEMOS	Account	250.00000
28325	310001	E-BILL EXPRESS IVR BASE	Setup	550.00000
28385	310001	E-BILL EXPRESS TEXT BASE	Setup	200.00000
28357	320000	E-BILL EXPRESS PROF MONTHLY BASE	Setup	1,000.00000
28355	320000	E-BILL EXPRESS QP/LITE MONTHLY BASE	Setup	500.00000
28369	310423	E-BILL EXPRESS IVR PER MIN HIGH VOL	Minute	0.14000
28361	320100	E-BILL EXPRESS PAYMENT	Payment	0.20000
28364	310502	E-BILL EXPRESS-AR FILE VIA SAFE	Transaction	175.00000
28365	310113	E-BILL EXPRESS-BILL FILE VIA SAFE	Transaction	15.00000
28378	320100	EBILL EXP CC PMT SURCHARGE	Request	0.00500
28384	310205	EBILL EXPRESS PER TEXT FEE	Transaction	0.04000
28372	320100	EBILLEXP CC SERVICE FEE PAYMENT	Payment	0.00000
28377	310200	EBILLEXPRESS-PER BILL RECORD LOADED	Record	0.07000
28382	070223	ACCOUNT UPDATER REQUEST/RESPONSE	Record	0.10000
ACH Fraud Filter				
34334	251050	ACH FRAUD FILTER STOP MTHLYBASE	Account	Incremental
		1st 1		25.00000
		Remaining		5.00000
34338	251052	ACH FRAUD FILTER STOP - ITEM	Transaction filtered	10.00000
ACH Origination				
06187	250000	ACH UNIVERSAL PYMT ID CODE MO BASE	Account	75.00000
34330	250703	ACH SUBSCRIPTION - ACCOUNT	Account/company ID	Incremental
		1st 1		100.00000
		Remaining		60.00000
ACH Receive				
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.03000
ES344	250202	ACH RECEIVED ITEM	Transaction	0.30000
Account Reconciliation				
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.02000
12060	200010	ARP MONTHLY BASE - FULL	Account	120.00000
12061	200020	ARP MONTHLY BASE - PARTIAL	Account	120.00000
12604	200306	ARP OPTIONAL REPORTS	Report	20.00000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	60.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	70.00000
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	Transaction	0.25000
34350	200306	ONLINE ARP STMT & RPTS MONTHLY BASE	Account	25.00000
Branch Services				
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	7.50000
Desktop Deposit Electronic Dep Serv				
15017	400058	DESKTOP DEPOSIT MONTHLY BASE	Account	Incremental
		1st 1		80.00000
		Remaining		30.00000

City of Los Angeles - Contract C-114826

Wells Fargo Banking Services - Pricing Schedule as of July 1, 2024

WF Code	AFP Code	Service Description	Charge Basis	Price
Electronic Document Delivery				
ED305	300199	ELECTRONIC COMMERCE 822 MO BASE	Subscription	50.00000
Gen Acct Services Recoupment				
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessment	0.12750
General Account Services				
22051	010000	ACCT MAINTENANCE	Account	35.00000
CK021	010100	DEBITS POSTED	Debit	0.40000
CK018	250201	ELECTRONIC CREDITS POSTED	Credit	0.45000
CK049	010310	DDA STATEMENT - PAPER	Statement	25.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	5.00000
General Disbursement Services				
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	10.00000
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	Account	10.00000
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	Account	10.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	60.00000
22202	150100	DDA CHECKS PAID	Check paid	0.35000
Information Reporting				
34120	400055	INTRADAY BASE PER ACCT PER REPORT	Account	Incremental
		1st 1		150.00000
		Remaining		60.00000
34121	400275	INTRADAY REPORTING ITEMS RPTD	Item loaded	0.30000
34100	400052	PREV DAY BASE PER ACCT PER REPORT	Account	Incremental
		1st 1		150.00000
		Remaining		60.00000
34115	400425	PREV DAY REPORTING ITEMS LOADED	Item loaded	0.25000
CS502	400002	BAI MONTHLY BASE	Account	Incremental
		1st 1		130.00000
		Remaining		70.00000
CS504	400242	BAI TRANSACTIONS REPORTED	Item reported	0.25000
Payment Manager Service				
28163	300510	PAYMENT MGR RPT SUBSCRIPTION MOBASE	Subscription	100.00000
ED290	330000	PAYMENT MANAGER MONTHLY BASE	Account	400.00000
28231	300221	PAYMENT MGR EMAIL SERVICE	Confirmation	1.00000
28005	300510	PAYMENT MGR INBOUND TRANSMISSION	Transmission	25.00000
Positive Pay				
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.03500
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.50000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	25.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	8.00000
12907	150030	POSITIVE PAY MONTHLY BASE	Account	75.00000
Returned Items				
CK064	100416	RETURN ITEM SERVICE MTHLY BASE	Customer ID	0.00000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	41.00000

City of Los Angeles - Contract C-114826
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2024

WF Code	AFP Code	Service Description	Charge Basis	Price
34235	100416	RETN ITEM SUBSCRIPTION PER ACCT	Subscription	Incremental
		1st 1		100.00000
		Remaining		60.00000
SUBACCOUNTING				
DS585	010021	SUBACCOUNT MAINTENANCE	Subaccount	12.00000
Sweep				
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master account	40.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450270	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	250.00000
Wires Origination and Reporting				
34205	400222	WIRE TRANSFER REPORT BASE	Account	Incremental
		1st 1		100.00000
		Remaining		60.00000
ES073	359999	WIRE BASE -VOICE	Account	6.00000
ES167	359999	WIRE PIN BASE	Account	1.50000
ES075	350551	WIRE TEMPLATE STORAGE BASE	Instruction	1.50000
ES139	350100	WIRE OUT DOMESTIC VANTAGE/API	Transfer	13.00000
34216	400832	WIRE TEMPLATE ONLINE	Occurrence	0.33000
Zero Balance Account (ZBA)				
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	Account	50.00000
DS001	010021	ZERO BALANCE MONTHLY BASE	Account	40.00000
Setup Charges				
28320	310601	E-BILL EXPRESS IVR SETUP	Setup	2,500.00000
28351	310601	E-BILL EXPRESS PROFESSIONAL SETUP	Setup	4,000.00000
28350	310601	E-BILL EXPRESS QP/LITE SETUP	Setup	2,500.00000
28388	310601	EBILL EXPRESS API SETUP	Setup	6,000.00000
28392	310601	EBILL EXPRESS SETUP EDR SSO RTPB	Setup	3,000.00000
28363	310601	E-BILL EXPRESS CUSTOM SERVICES	Hour	250.00000

Should the City request service(s) not listed within Exhibit C, pricing will be provided at the current standard price at the time requested.