



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

TELEPHONE (530) 872-6291 FAX (530) 877-5059

www.townofparadise.com

Management Staff:

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Gabriela Tazzari-Dineen, Acting Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

Town Council:

Steve "Woody" Culleton, Mayor
Tim Titus, Vice Mayor
Joe DiDuca, Council Member
Scott Lotter, Council Member
Alan White, Council Member

TOWN COUNCIL AMENDED AGENDA

REGULAR MEETING – 6:00 PM – September 11, 2012

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations:
 - (1) Community House of Paradise
 - (2) Paradise Animal Shelter Helpers (PASH)
 - (3) Book in Common - "Unquenchable" by Robert Glennon

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

- 3a. Approve the Minutes of the July 31, 2012 Special Meeting and the August 7, 2012 Regular Meeting.
- 3b. Approve Cash Disbursements Report in the Amount of \$2,068,193.11.
- 3c. Authorize the Mayor and Town Manager to execute the 2012/13 FY annual maintenance agreement with Chico State University (CSU), Chico Research Foundation, in the amount of \$10,000 for Geographic Information System (GIS) services.
- 3d. Accept the bid and award the contract for the 2012 Thermoplastic Pavement Markings Replacement Project to Centerline Striping Company, Inc., in the amount of \$31,771.00 and authorize the Town Manager to execute the contract. Expenditure will come from the Gas Tax Fund.
- 3e. Approve the request by Christine Wilder with the Paradise Ridge Adventure Club (PRAC), to adopt a portion of the Paradise Memorial Trailway from Maxwell Drive to Bille Road.
- 3f. (1) Waive the second reading of entire Ordinance No 526 and approve reading by title only; and, (2) Adopt Town Ordinance No. 526, "An Ordinance Rezoning Certain Real Properties From RR-2/3 (Rural Residential, 2/3-Acre Minimum) to a CS (Community Services) Zone Pursuant to Paradise Municipal Code Section 17.45.500 Et. Seq. (PL12-00075: Grand Sierra Lodge)".
- 3g. Adopt Resolution No._____, A Resolution of the Town of Paradise approving the 2011/12 (from 7/1/2011 to 6/30/2012) Interim Fire Chief services contract with the State of California Department of Forestry and Fire Protection (CAL FIRE); and, authorize the Mayor to sign the contract documents on behalf of the Town.

4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
 - 1. Project proponents or in favor of (15 minutes total maximum)
 - 2. Project opponents or against (15 minutes total maximum)
 - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

- 5a. (1) Conduct a public hearing to solicit public comment on the Police Department proposed use of Supplemental Law Enforcement Services Funds in an amount of \$100,000 to support two Community Services Officer positions and the assigned patrol vehicle program; and, (2) Consider adopting Resolution No. 12-___, A Resolution of the Town Council of the Town of Paradise Accepting State Supplemental Law Enforcement Services Funds (SLESF) (AB1584 COPS Front Line). **(ROLL CALL VOTE)**
- 5b. (1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, (2) Consider authorizing the Town Manager to submit the CAPER to the Department of Housing and Urban Development. **(ROLL CALL VOTE)** The CAPER outlines CDBG program accomplishments and expenditures and provides evaluation of the Town's progress in meeting community development goals and objectives.

6. PUBLIC COMMUNICATION

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

7. COUNCIL CONSIDERATION

- 7a. Consider (1) Approving the Town Manager's recommended appointment of Acting Police Chief Gabriela Tazzari-Dineen as our permanent Police Chief, effective immediately, at a budgeted total salary and benefits compensation of \$ 163,554.21 for Fiscal Year 2012/13; **(ROLL CALL VOTE)** or, (2) Decline to approve the Town Manager's recommended permanent appointment at this time.
- 7b. Based on the US Bank Proposal, consider (1) Authorizing the Mayor and Town Manager to execute documents necessary for the Town of Paradise to enter into a three-year banking service agreement with US Bank; and, (2) Authorizing the Mayor and Town Manager to execute documents necessary for the Town to enter into a \$2,345,000 Tax and Revenue Anticipation Note (TRAN) with US Bank; or, (3) Consider alternative direction to staff.
- 7c. Consider approving the Town Manager's recommendation to ratify the Transitional Memorandum of Understanding, as submitted, between the Town of Paradise and the Paradise Firefighter's Association; and authorize the Town Manager to sign the Transitional Memorandum of Understanding on behalf of the Town. **(ROLL CALL VOTE)** The purpose of the MOU is to promote a harmonious transition from Town service

employment to service employment by the State of California Department of Forestry and Fire Protection (CAL FIRE).

8. COUNCIL COMMUNICATION (Council Initiatives)

8a. Council oral reports of their representation on Committees/Commissions.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

10. CLOSED SESSION

10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

10b. Pursuant to Government Code sections 54956.9 and 54956.95, the Town Council will hold a closed session to consider the liability claim by Bank of NY Mellon against the Town of Paradise.

11. ADJOURNMENT

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
<hr/>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise, California

PROCLAMATION

WHEREAS, in the spirit of charity, the Community House of Paradise has, over the years, exemplified the meaning of "community service" by providing donations to worthwhile causes in the Town of Paradise and Butte County; and,

WHEREAS, the Community House generously contributes to the Paradise Animal Shelter Helper (PASH) organization through ongoing monthly monetary donations for the purchase of food and supplies for the welfare of sheltered animals and monthly donations for feral cat control; purchased the very first Paradise Police dog and bought oxygen masks for animal rescues; purchased defibrillators for every Paradise Fire Engine; and purchased two electronic speed limit signs for the Paradise Police Department for placement on Skyway by Town Hall; and,

WHEREAS, the Community House makes significant regional contributions to enhance public safety in our community with annual donations of \$1,500 to the Sawmill Peak Lookout and to the Butte County Search and Rescue; and, made a \$1,200 donation to the Butte County Volunteer Fire Department to purchase nozzles and hoses; and,

WHEREAS, the Community House has also provided financial assistance to individuals in the community who are facing unexpected health issues and exorbitant medical costs; and;

WHEREAS, the Community House also donates to the Boys and Girls Club, gives an annual donation of \$1,500 for Christmas gifts for disadvantaged children, purchases food for the Gold Nugget Museum Days of Living History, gives scholarship money to Butte College, provides free clothing and household items to fire victims, and gives to other causes as needed;

NOW, THEREFORE, I, Steve "Woody" Culleton, Mayor of the Town of Paradise, hereby recognize and commend the Community House for years of dedicated and invaluable service to the Paradise community.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 11th day of September, 2012.




Steve "Woody" Culleton, Mayor

Town of Paradise, California

PROCLAMATION

WHEREAS, the mission of Paradise Animal Shelter Helpers (PASH) is to provide for the welfare of the animals of Paradise once they reach the Paradise Animal Shelter, and to assist the community with its animal welfare needs; and

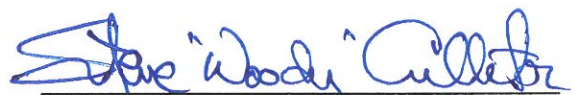
WHEREAS, since 1986, PASH has served the Paradise Ridge Community. PASH has provided supplies, food or volunteer hours to aid the animals at the shelter for all of their needs. As a non-profit, 100% volunteer organization, all of the donations made to PASH are used for the direct care of the animals; and

WHEREAS, programs such as PASH provide the much needed assistance necessary to help support the Paradise Animal Shelter. Some of the many services provided by PASH are: purchasing medicines and vaccinations, paying for the cost of spaying and neutering of animals when adopted, purchasing supplements and special foods, fostering animals whose condition prevents them from staying at the shelter. All of which help the Paradise Animal Shelter maintain the quality of care for their animals.

NOW, THEREFORE, I, Steve "Woody" Culleton, Mayor of the Town of Paradise, hereby recognize Paradise Animal Shelter Helpers for 26 years of dedicated and invaluable service to the community.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 11th day of September, 2012.




Steve "Woody" Culleton, Mayor

Town of Paradise, California

PROCLAMATION

WHEREAS, the Town of Paradise values reading, reflection and action in support of building a sense of community, strengthening literacy and advancing the common good; and

WHEREAS, the Book in Common's goal is to create a foundation for life-long learning by understanding oneself and others and to intellectually, critically and emotionally reflect on one's experiences and roles in society; and

WHEREAS, programs such as the Book in Common enhance the intellectual community, foster dialogue on important social issues, and value the diverse cultural perspectives found in contemporary society; and

WHEREAS, California State University, Chico, Butte Community College, Butte County Public Library, and local citizens and book clubs around our Town have selected the Book, "*Unquenchable*," by Robert Glennon, as the Book in Common.

NOW THEREFORE, I, Steve "Woody" Culleton, Mayor of the Town of Paradise, do hereby recognize "*Unquenchable*" as the Book in Common for the Town of Paradise in 2012-2013 and urge all citizens to read, reflect and take action in support of the common good of the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 11th day of September, 2012.



Steve "Woody" Culleton, Mayor

**TOWN COUNCIL MINUTES
SPECIAL MEETING – 3:30 PM – July 31, 2012**

1. OPENING

The Special Meeting of the Town Council was called to order by Mayor Culleton at 3:30 pm in the Town Council Chambers located at 5555 Skyway, Paradise, CA. Mayor Culleton led the pledge of allegiance to the flag of the United States of America.

COUNCIL MEMBERS PRESENT: Joe DiDuca, Scott Lotter, Tim Titus, Alan White and Steve “Woody” Culleton, Mayor.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Finance Director Will, Community Development Director Baker, Interim Fire Chief Cone, Acting Police Chief Tazzari, Assistant Town Clerk Volenski, Building Official/Fire Marshal Lindsey, Public Works Manager Derr, HR/Risk Management Analyst Peters.

2. FY 2012/2013 BUDGET OVERVIEW

Town Manager Rough presented his annual budget message wherein he highlighted the historical shift by the State legislature of revenue from the cities which include the shift of property tax revenue from cities into the Educational Revenue Augmentation Fund (ERAF) which began in 1994 and continues today; the Triple Flip sales tax for property tax swap in 2004/05; deferring animal control mandate reimbursements in 2004/05; deferring Gas Tax funds; borrowing of property tax monies as part of Proposition 1a, Supplemental Educational Revenue Augmentation Funds (SERAF); ERAF property tax shifts on redevelopment; the Motor Vehicle In Lieu fees for COPS grant; and, the elimination of redevelopment agencies in 2012, for a combined revenue loss of \$2.52 million. Manager Rough reviewed in detail past and current actions taken by Council to reduce operating costs, cut spending, and consolidate services; and, explained actions taken that were necessitated by the Governmental Accounting Standards Board (GASB 45) legislation that mandated cities fund their unfunded medical liabilities which, for the Town, was an amount of \$45 million. Actions to reduce this liability include vesting of benefits for future hires; salary and medical cap concessions by four employee groups; and, pending negotiations with two employee groups to cap the employer share of medical premiums. Finance Director Will presented a power point and discussed with Council financial trends, economic effects on the various funds, and resulting effects on services provided within the Town; and, the Town Council reviewed the individual budgets presented for each Town department's operation.

3. COUNCIL CONSIDERATION

Council concurred to amend the Town Council budget by eliminating certain allocations for LCC expenses and increasing the total amount in the League of California Cities line item 4000.5220.1000 to \$12,000 for an overall reduction in the amount of \$524.

Agenda Item 3a: **MOTION by White, seconded by Lotter** adopted the following resolutions by unanimous vote: (340-10-33)

(1) Resolution No. 12-23, A Resolution of the Town Council of the Town of Paradise, California, Adopting the Final Budget for the Town of Paradise Including All Attachments, Appendices and Other Related Documents for the 2012-2013 Fiscal Year Ending June 30, 2013. (Total amount: \$16,477,330.00)

(2) Resolution No. 12-24, A Resolution of the Town Council of the Town of Paradise, California, Approving and Adopting the Annual Appropriation Limit (Exhibit A) For Fiscal Year 2012-2013. (Total Appropriations: \$12,812,300)

(3) Resolution No. 12-25, A Resolution of the Town Council of the Town of Paradise, California, Relating to the General Fund Reserves for Fiscal Year 2012-2013. (Total amount: \$1,232,627.)

(4) Resolution No. 12-26, A Resolution of the Town Council of the Town of Paradise, California, Rescinding Resolution No. 11-30 and Adopting the Amended Salary Pay Plan for Town of Paradise Employees for the Fiscal Year 2012-2013.

(5) Resolution No. 12-27, A Resolution of the Town Council of the Town of Paradise, California, Approving and Adopting the Town of Paradise Capital Improvement Plan.

At 7:05 pm Mayor Culleton adjourned the Council Meeting to hold the Successor Agency Meeting to consider adoption of resolutions relating to the Successor Agency budget; and, reconvened the Council Meeting at 7:10 pm after completion of the Successor Agency meeting.

4. ADJOURNMENT

The Special Council Meeting at adjourned at 7:10 pm.

DATE APPROVED:

By:

Steve "Woody" Culleton, Mayor

Joanna Gutierrez, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – August 07, 2012**

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order at 6:00 pm by Mayor Culleton in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. Following the pledge of allegiance to the flag of the United States of America, Mayor Culleton offered an invocation.

COUNCIL MEMBERS PRESENT: Joe DiDuca, Scott Lotter, Alan White and Steve "Woody Culleton, Mayor.

COUNCIL MEMBERS ABSENT: Tim Titus.

Mayor Culleton presented a Proclamation to Craig Woodhouse recognizing his two terms of service as a Paradise Planning Commissioner.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS – None.

3. CONSENT CALENDAR

MOTION by Lotter, seconded by White, adopted the consent calendar items as presented. Roll call vote was unanimous; Titus absent and not voting.

- 3a. Approved the Minutes of the July 10, 2012 Regular Council Meeting.
- 3b. Approved Check Register in the Amount of \$1,386,224.40. (310-10-28)
- 3c. (1) Waived second reading of entire Ordinance No 525 (relating to changing the regular meeting date of the Council from the first to the second Tuesday of the month) and approved reading by title only; and, (2) Adopted Ordinance No 525, An Ordinance Amending Section 2.08.010 of the Paradise Municipal Code Relating to Regular Meeting Date for the Paradise Town Council. The regular meeting date of the Town will change from the 1st Tuesday to the 2nd Tuesday of each month commencing October 9, 2012. (540-10-94)
- 3d. Approved Plans, Specifications and Estimates for the 2012 Thermoplastic Pavement Markings Replacement Project and authorized the Development Services staff to advertise for bids for the project. (510-20)
- 3e. Approved an extension of the Butte County Abandoned Vehicle Abatement Service Authority Pursuant to Sections 9250.7 and 22710 of the California Vehicle Code; and adopted Resolution No. 12-28, "A

Resolution of the Town Council of the Town of Paradise Authorizing Establishment of a Service Authority for Abandoned Vehicle Abatement and Continuing the Appointment of the Town Representative to the Service Authority.” (540-15-12)

- 3f. Approved the updated job description for Associate Civil Engineer position. (610-10-15; 610-10-17)
- 3g. Accepted the Project Description for the Town of Paradise Community Wastewater Collection System. (960-40-02)

4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
 - 1. Project proponents or in favor of (15 minutes total maximum)
 - 2. Project opponents or against (15 minutes total maximum)
 - 3. Rebuttals - when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

- 5a. Community Development Director Baker reported to Council regarding the Planning Commission recommendation for a proposed General Plan amendment/rezone application proposing the assignment of a Community Services (CS) land use designation and zoning for a vacant 1.66 acre property proposed to be developed with a 19,972 square foot community care facility; and, for an adjacent 4.16 acre property currently developed for religious assembly purposes. The subject properties are currently designated and zoned Rural Residential (RR) and Rural Residential-2/3 acre minimum (RR-2/3), respectively. The subject parcels are located at 6975 and 6983 Pentz Road in Paradise and are further identified as Assessor parcel numbers 050-082-023 and 050-082-105.

Mayor Culleton opened the public hearing at 6:20 pm. There were no speakers on the matter and Mayor Culleton closed the public hearing at 6:20 pm.

MOTION by Lotter, seconded by White, (1) Concurred with the Planning Commission's decision to adopt the environmental document (negative declaration) prepared for the project under requirements of the California Environmental Quality Act (CEQA); (2) Concurred with the project recommended General Plan land use map amendment and rezone action adopted by the Planning Commission on July 17, 2012, and embodied within Planning Commission Resolution No. 12-03; (3) Adopted Town of

Paradise Resolution No. 12-29, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL12-00075: Grand Sierra Lodge); (4) Waived the first reading of Town Ordinance No. 526 and approve reading by title only; and, (5) Introduced Town of Paradise Ordinance No. 526, "An Ordinance Rezoning Certain Real Properties From "RR-2/3" (Rural Residential, 2/3-Acre Minimum) to a "CS" (Community Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL12-00075; Grand Sierra Lodge)". Roll call vote was unanimous with Titus absent and not voting. (760-40-56; 760-40-38)

6. PUBLIC COMMUNICATION

1. Mark Maranto stated that that he just experienced a compliance check from the police department relating to medical marijuana, that it is not possible for him to comply because of the size of his lot, that he is perplexed by the regulations as his only option is to apply for an indoor permit which defeats the whole purpose of gardening, and asked for clarification about growing in greenhouses.

Council concurred to direct the Town Manager to meet with Mr. Maranto to address his concerns, as he is the first citizen to come to Council to discuss the medical marijuana regulations.

2. Ian Steenson stated that he is a six-month resident of Paradise, and invited the Council to support his Celtic Music Concert on October 13, 2012 at the Paradise Performing Arts Center.

7. COUNCIL CONSIDERATION

- 7a. **MOTION by DiDuca, seconded by Lotter**, waived the second reading of Ordinance No. 524 and approve reading by title only. Roll call vote was unanimous; Titus absent and not voting.

MOTION by DiDuca, seconded by Lotter, adopted Town Ordinance No. 524, "An Ordinance Amending Text Regulations within Paradise Municipal Code Chapter 17.38 Relating to Off-Street Parking Regulations". Ayes of DiDuca, Lotter, and Mayor Culleton; no of White; Titus absent and not voting. (540-10-93)

The amendments will affect municipal code sections related to off-street parking regulations and would result in a change in the formula for calculating the amount of off-street parking required for retail services, an adjustment in the threshold for a loading space requirement and the establishment of a formal process by which a reduction in off-street

parking requirements could be granted under certain specific circumstances.

- 7b. MOTION by White, seconded by DiDuca,** (1) Awarded the contract for the Various Asphalt Repairs 2012 Project, Public Works Maintenance Project 2120-45-4755-472 to Franklin Construction in the amount of \$71,805.00 and authorized the Town Manager to sign the contract; AND; (2) Approved a budget appropriation adjustment of \$26,805 to Gas Tax 2120.45.4755.5213.100 and a \$26,805 transfer in from Transportation Fund 2110.00.0000.5910.120. Roll call vote was unanimous; Titus absent and not voting. (510-20-51; 950-40-17)

8. COUNCIL COMMUNICATION (Council Initiatives)

Council oral reports of their representation on Committees/Commissions:

Council Member White reported that the B-Line received an \$18,000 BCAG grant towards the building of its own bus yard.

Council Member DiDuca reported on the liaison meeting with the Paradise Irrigation District and outcome of discussion relating to development of policy relating to trench work by PID on Town streets. Manager Rough reported that staff will be coming back with a proposal relating to PID drainage work.

Mayor Culleton reported on the third annual Dutch Oven Cook Off, a fundraiser held at and for the Paradise Gold Nugget Museum.

- 8a. Council concurred to appoint Council Member Lotter as representative on the Paradise Community Village Board. Council Member White requested that he be replaced as the Town representative as he would like to volunteer serve as Executive Director to the board.
- 8b. Council Member White discussed his request for Council to consider directing staff to draft an ordinance eliminating smoking on Town Facilities excluding Paradise Community Park and the Paradise Memorial Trailway. Council took no action on this item.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION - None.

At 7:05 pm, Mayor Culleton adjourned the Council meeting in order to hold the Successor Agency meeting and reconvened the meeting at 7:15 pm.

10. CLOSED SESSION

- 10a. At 7:15 pm, Mayor Culleton announced that pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to

meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.

Mayor Culleton reconvened the Council meeting at 7:40 pm and announced that direction was given; no action taken taken in closed session.

11. ADJOURNMENT

At 7:40 pm, Council concurred to adjourn the regular meeting to September 11, 2012.

DATE APPROVED:

By: _____
Steve "Woody" Culleton, Mayor

Joanna Gutierrez, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
JULY 21, 2012 - AUGUST 31, 2012

July 21, 2012 - August 31, 2012

Check Date	Pay Period End	DESCRIPTION	AMOUNT
08/03/12	07/29/12	Net Payroll - Direct Deposits & Checks	\$165,054.09
08/17/12	08/12/12	Net Payroll - Direct Deposits & Checks	\$168,673.17
08/31/12	08/26/12	Net Payroll - Direct Deposits & Checks	<u>\$191,073.03</u>
TOTAL NET WAGES PAYROLL			\$524,800.29

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$447,303.64
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,096,089.18
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,543,392.82</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$2,068,193.11</u></u>

APPROVED BY: _____
CHARLES L. ROUGH, TOWN MANAGER

APPROVED BY: /s/ _____
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE
Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Wells Fargo AP Checking									
<u>Check</u>									
56509	07/26/2012	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
56510	07/26/2012	Open			Accounts Payable	A-BETTER PEST CONTROL CO.	\$95.00		
56511	07/26/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$57.86		
56512	07/26/2012	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
56513	07/26/2012	Open			Accounts Payable	ALLIANT INSURANCE	\$8,876.40		
56514	07/26/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$102.20		
56515	07/26/2012	Open			Accounts Payable	B.I.N.T.F.	\$5,000.00		
56516	07/26/2012	Open			Accounts Payable	BUILDERS SUPPLY-CDD	\$26.72		
56517	07/26/2012	Open			Accounts Payable	BUTTE CO TREASURER	\$22,448.10		
56518	07/26/2012	Open			Accounts Payable	BUTTE COUNTY CREDIT BUREAU	\$14.00		
56519	07/26/2012	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$217,067.40		
56520	07/26/2012	Open			Accounts Payable	Byrns, Ann, Sahdaka	\$120.00		
56521	07/26/2012	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$244.00		
56522	07/26/2012	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$1,116.62		
56523	07/26/2012	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,325.00		
56524	07/26/2012	Open			Accounts Payable	COMCAST CABLE	\$117.79		
56525	07/26/2012	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$19,940.10		
56526	07/26/2012	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,035.34		
56527	07/26/2012	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$4,400.00		
56528	07/26/2012	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
56529	07/26/2012	Open			Accounts Payable	GRAPHIC IMPRESSIONS	\$149.45		
56530	07/26/2012	Open			Accounts Payable	HENDRICKS-PRIEUR, PAULA	\$400.00		
56531	07/26/2012	Open			Accounts Payable	HUNTERS PEST CONTROL	\$70.00		
56532	07/26/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$579.27		
56533	07/26/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$360.91		
56534	07/26/2012	Voided	Incorrect Amount	07/26/2012	Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$118.20		
56535	07/26/2012	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
56536	07/26/2012	Open			Accounts Payable	MARQUIS, JOSH	\$139.54		
56537	07/26/2012	Open			Accounts Payable	MRO ENGINEERS, INC.	\$5,514.37		
56538	07/26/2012	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$499.00		
56539	07/26/2012	Open			Accounts Payable	NATIONAL ASSOCIATION OF CHIEFS OF POLICE	\$60.00		
56540	07/26/2012	Open			Accounts Payable	NCCSIF TREASURER	\$262,691.50		
56541	07/26/2012	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$15,336.00		
56542	07/26/2012	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$9,308.54		
56543	07/26/2012	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$1,707.50		
56544	07/26/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$32.98		
56545	07/26/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,368.39		
56546	07/26/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,880.84		
56547	07/26/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,159.90		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56548	07/26/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMITY MEDIA	\$190.83		
56549	07/26/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$562.90		
56550	07/26/2012	Open			Accounts Payable	PETERSON TRACTOR CO	\$122.60		
56551	07/26/2012	Open			Accounts Payable	PMAM CORPORATION	\$685.00		
56552	07/26/2012	Open			Accounts Payable	Rolls Anderson & Rolls Civil Engineers	\$17,494.75		
56553	07/26/2012	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	\$176.00		
56554	07/26/2012	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	\$176.00		
56555	07/26/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$34.89		
56556	07/26/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$229.93		
56557	07/26/2012	Open			Accounts Payable	THOMSON-WEST/BARCLAYS	\$219.85		
56558	07/26/2012	Open			Accounts Payable	Tractor Supply Credit Plan	\$31.99		
56559	07/26/2012	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$975.00		
56560	07/26/2012	Open			Accounts Payable	VERIZON WIRELESS	\$123.93		
56561	07/26/2012	Open			Accounts Payable	VERIZON WIRELESS	\$566.35		
56562	07/26/2012	Open			Accounts Payable	VERIZON WIRELESS	\$652.38		
56563	07/26/2012	Open			Accounts Payable	VILLAGE PRINTER, INC.	\$170.53		
56564	07/26/2012	Open			Accounts Payable	WESTAMERICA BANK	\$43,607.33		
56565	07/26/2012	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$957.53		
56566	07/31/2012	Open			Accounts Payable	BLOOD SOURCE	\$42.00		
56567	07/31/2012	Open			Accounts Payable	GUARDIAN	\$11,626.68		
56568	07/31/2012	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$440.00		
56569	07/31/2012	Open			Accounts Payable	OPERATING ENGINEERS	\$630.00		
56570	07/31/2012	Open			Accounts Payable	PARADISE FIREFIGHTERS ASSOCIATION	\$1,375.00		
56571	07/31/2012	Open			Accounts Payable	PARADISE FIREFIGHTERS ASSOCIATION - PAC DUES	\$352.00		
56572	07/31/2012	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,473.34		
56573	07/31/2012	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,347.55		
56574	07/31/2012	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$979.47		
56575	07/31/2012	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$120.00		
56576	08/01/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$48.00		
56577	08/01/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$57.62		
56578	08/01/2012	Open			Accounts Payable	BLODGET, CHRIS	\$856.78		
56579	08/01/2012	Open			Accounts Payable	BUZZARD, CHRIS	\$652.97		
56580	08/01/2012	Open			Accounts Payable	Clarice Armstrong, Work of Heart	\$2,580.00		
56581	08/01/2012	Open			Accounts Payable	DHABOLT, OTIS	\$161.14		
56582	08/01/2012	Open			Accounts Payable	EUROTAS, KARI	\$125.40		
56583	08/01/2012	Open			Accounts Payable	GRAPHIC IMPRESSIONS	\$19.31		
56584	08/01/2012	Voided	Vendor did not receive check	08/22/2012	Accounts Payable	HAUNSCHILD, MARK	\$201.01		
56585	08/01/2012	Open			Accounts Payable	ICMA RETIREMENT #107773	\$287.17		

TOWN OF PARADISE

Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56586	08/01/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$582.41		
56587	08/01/2012	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$134.17		
56588	08/01/2012	Open			Accounts Payable	MOBILITE INVESTMENTS II, LLC	\$100.00		
56589	08/01/2012	Open			Accounts Payable	MOORE, DWIGHT, L.	\$12,650.00		
56590	08/01/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$66.59		
56591	08/01/2012	Open			Accounts Payable	REPUBLIC ITS, INC.	\$3,999.38		
56592	08/01/2012	Open			Accounts Payable	ROUGH JR., CHARLES L.	\$125.40		
56593	08/01/2012	Open			Accounts Payable	Smith, Jake	\$45.00		
56594	08/01/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$165.51		
56595	08/01/2012	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
56596	08/01/2012	Open			Accounts Payable	WHALEN, SUZANNE	\$76.63		
56597	08/03/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,427.66		
56598	08/03/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
56599	08/09/2012	Open			Accounts Payable	ALPINE ELECTRIC	\$660.00		
56600	08/09/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$449.21		
56601	08/09/2012	Open			Accounts Payable	AT&T	\$104.16		
56602	08/09/2012	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$199.42		
56603	08/09/2012	Open			Accounts Payable	AT&T MOBILITY	\$136.05		
56604	08/09/2012	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.37		
56605	08/09/2012	Open			Accounts Payable	AT&T/CAL NET 2	\$4,104.26		
56606	08/09/2012	Open			Accounts Payable	BURTON'S FIRE, INC.	\$12.87		
56607	08/09/2012	Open			Accounts Payable	BUTTE CO RECORDER	\$6.00		
56608	08/09/2012	Open			Accounts Payable	CDW-GOVT	\$938.06		
56609	08/09/2012	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$93.00		
56610	08/09/2012	Open			Accounts Payable	CITY OF CHICO	\$955.29		
56611	08/09/2012	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$1,487.50		
56612	08/09/2012	Open			Accounts Payable	DERR, PAUL	\$11.04		
56613	08/09/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$109.35		
56614	08/09/2012	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$201.26		
56615	08/09/2012	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$213.57		
56616	08/09/2012	Open			Accounts Payable	FIRE ENGINEERING	\$29.00		
56617	08/09/2012	Open			Accounts Payable	GALLS INCORPORATED	\$199.66		
56618	08/09/2012	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$117.98		
56619	08/09/2012	Open			Accounts Payable	GRIDLEY, CITY OF	\$513.37		
56620	08/09/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,345.61		
56621	08/09/2012	Open			Accounts Payable	IE ENVIRONMENTAL CLEANING SYSTEMS	\$64.08		
56622	08/09/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$451.72		
56623	08/09/2012	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$38.55		
56624	08/09/2012	Open			Accounts Payable	Nationwide Financial	\$2,100.00		
56625	08/09/2012	Open			Accounts Payable	NEW WORLD SYSTEMS CORP.	\$3,974.61		
56626	08/09/2012	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$139.93		
56627	08/09/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$19.07		
56628	08/09/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$516.53		
56629	08/09/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$80.52		

TOWN OF PARADISE
Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56630	08/09/2012	Open			Accounts Payable	PARADISE AUTO BODY	\$924.38		
56631	08/09/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$153.24		
56632	08/09/2012	Open			Accounts Payable	PARADISE YOUTH SPORTS AND FAMILY CENTER	\$558.00		
56633	08/09/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,450.55		
56634	08/09/2012	Open			Accounts Payable	REPUBLIC ITS, INC.	\$44,005.00		
56635	08/09/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$12.28		
56636	08/09/2012	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	\$40.00		
56637	08/09/2012	Open			Accounts Payable	SHASTA FIRE EQUIPMENT, INC	\$23.05		
56638	08/09/2012	Voided	Incorrect Amount	08/16/2012	Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$10,763.75		
56639	08/09/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$20.73		
56640	08/09/2012	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
56641	08/09/2012	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$943.75		
56642	08/09/2012	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$547.47		
56643	08/09/2012	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$156.93		
56644	08/09/2012	Open			Accounts Payable	VILLAGE PRINTER, INC.	\$259.97		
56645	08/09/2012	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$226.50		
56646	08/09/2012	Open			Accounts Payable	ZOLL MEDICAL CORP.	\$606.61		
56647	08/17/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,337.55		
56648	08/17/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
56649	08/22/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$49.36		
56650	08/22/2012	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
56651	08/22/2012	Open			Accounts Payable	AIR COLD SUPPLY	\$1,256.32		
56652	08/22/2012	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$123.29		
56653	08/22/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$349.42		
56654	08/22/2012	Open			Accounts Payable	Bauer Compressors	\$717.50		
56655	08/22/2012	Open			Accounts Payable	Big O Tires	\$155.95		
56656	08/22/2012	Open			Accounts Payable	BURTON'S FIRE, INC.	\$39.65		
56657	08/22/2012	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$858.00		
56658	08/22/2012	Open			Accounts Payable	CERTIFIED SECURITY SYSTEM INCORPORATED	\$165.48		
56659	08/22/2012	Open			Accounts Payable	COMCAST CABLE	\$72.79		
56660	08/22/2012	Open			Accounts Payable	COMCAST CABLE	\$71.84		
56661	08/22/2012	Open			Accounts Payable	COMCAST CABLE	\$87.79		
56662	08/22/2012	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
56663	08/22/2012	Open			Accounts Payable	DEUTSCHE BANK NATIONAL TRUST COMPANY	\$45,526.83		
56664	08/22/2012	Open			Accounts Payable	DIESEL ELECTRIC & FUEL INJECTION	\$311.03		
56665	08/22/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$29.65		
56666	08/22/2012	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$286.00		
56667	08/22/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$25.09		
56668	08/22/2012	Open			Accounts Payable	GRANITE CONSTRUCTION COMPANY, INC.	\$186,591.92		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56669	08/22/2012	Open			Accounts Payable	GRAPHIC IMPRESSIONS	\$23.60		
56670	08/22/2012	Open			Accounts Payable	HAUNSCHILD, MARK	\$201.01		
56671	08/22/2012	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$489.00		
56672	08/22/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$450.46		
56673	08/22/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$175.00		
56674	08/22/2012	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$326.00		
56675	08/22/2012	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$90.00		
56676	08/22/2012	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
56677	08/22/2012	Open			Accounts Payable	LUMOS AND ASSOCIATES, INC.	\$3,807.50		
56678	08/22/2012	Open			Accounts Payable	LYNCH, VALERIE	\$11.50		
56679	08/22/2012	Open			Accounts Payable	MAUREEN KANE & ASSOCIATES, INC.	\$1,280.00		
56680	08/22/2012	Open			Accounts Payable	MUNICIPAL CODE CORP	\$500.00		
56681	08/22/2012	Open			Accounts Payable	NEW WORLD SYSTEMS CORP.	\$2,678.66		
56682	08/22/2012	Open			Accounts Payable	NICHOLS, ROBERT	\$671.00		
56683	08/22/2012	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$7,714.00		
56684	08/22/2012	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$110.67		
56685	08/22/2012	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$1,527.50		
56686	08/22/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$132.72		
56687	08/22/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$61.69		
56688	08/22/2012	Open			Accounts Payable	PARADISE AUTO BODY	\$300.00		
56689	08/22/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$614.21		
56690	08/22/2012	Open			Accounts Payable	PARADISE POST	\$59.00		
56691	08/22/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$193.92		
56692	08/22/2012	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$24.00		
56693	08/22/2012	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$300.00		
56694	08/22/2012	Open			Accounts Payable	PMAM CORPORATION	\$558.00		
56695	08/22/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$12.28		
56696	08/22/2012	Open			Accounts Payable	Rolls Anderson & Rolls Civil Engineers	\$9,112.82		
56697	08/22/2012	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$10,817.47		
56698	08/22/2012	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$208.78		
56699	08/22/2012	Open			Accounts Payable	STATE FIRE TRAINING	\$80.00		
56700	08/22/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$11.99		
56701	08/22/2012	Open			Accounts Payable	VERIZON WIRELESS	\$247.32		
56702	08/22/2012	Open			Accounts Payable	VERIZON WIRELESS	\$269.42		
56703	08/22/2012	Open			Accounts Payable	WHITLOCK & WEINBERGER TRANSPORTATION INC	\$4,900.00		
56704	08/29/2012	Open			Accounts Payable	TOMINELLO, JENNIFER, E	\$3,200.00		
56705	08/31/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$113.53		
56706	08/31/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
56707	08/31/2012	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$420.96		
Type Check Totals:					199 Transactions		\$1,081,577.39		

Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<u>EFT</u>									
51	07/26/2012	Open			Accounts Payable	CALPERS - RETIREMENT	\$53,992.63		
52	07/31/2012	Open			Accounts Payable	CALPERS	\$125,206.09		
53	08/03/2012	Open			Accounts Payable	CALPERS - RETIREMENT	\$53,498.67		
54	08/03/2012	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,270.46		
55	08/03/2012	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,829.46		
56	08/03/2012	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$29,506.69		
57	08/07/2012	Open			Accounts Payable	CALPERS - RETIREMENT	\$83.21		
58	08/06/2012	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$500.00		
59	08/17/2012	Open			Accounts Payable	CALPERS - RETIREMENT	\$54,493.82		
60	08/17/2012	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,877.77		
61	08/17/2012	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,829.46		
62	08/17/2012	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$30,717.79		
63	08/31/2012	Open			Accounts Payable	CALPERS - RETIREMENT	\$51,895.27		
64	08/31/2012	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,513.35		
65	08/31/2012	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$250.00		
66	08/31/2012	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$37,433.72		
Type EFT Totals:							\$472,898.39		
AP - Wells Fargo AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	196	\$1,070,494.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$11,082.96	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	199	\$1,081,577.39	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$472,898.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	16	\$472,898.39	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	212	\$1,543,392.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$11,082.96	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/21/2012 - To Payment Date: 8/31/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	215	\$1,554,475.78	\$0.00	
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	196	\$1,070,494.43	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	3	\$11,082.96	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	199	\$1,081,577.39	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	16	\$472,898.39	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	16	\$472,898.39	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	212	\$1,543,392.82	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	3	\$11,082.96	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	215	\$1,554,475.78	\$0.00



**Town of Paradise
Council Agenda Summary
Date: September 11, 2012**

Agenda Item: 3(c)

Originated by: Josh Marquis; IT Manager

Reviewed by: Charles L. Rough, Jr., Town Manager
Lauren Gill, Assistant Town Manager
Dwight Moore, Town Attorney

Subject: **Geographic Information Center (GIC) 2012/13 Maintenance Contract**

Council Action Requested:

- 1) Authorize the Mayor and Town Manager to execute the 2012/13 FY GIS maintenance agreement with the CSU, Chico Research Foundation.
- 2) Provide Staff with alternative direction.

Background:

The Geographic Information Center (GIC) is a part or program of the California State University (CSU) Chico Research Foundation, and has been providing Geographic Information System (GIS) data to the Town for the past several years. An annual maintenance agreement is typically required for this service. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.

Discussion:

As mentioned above, the GIC provides a variety of services under the agreement. In addition to technical support, the maintenance of data involves the GIC receiving data revisions from the Town, County and other agencies, compiles these changes and corrections, and is then available to the Town for its use. For example, when a parcel in the Town is subdivided, the new lot is sent to the GIC (in addition to other agencies) and they make this change in the data. Additionally, the GIC creates specialized maps and data for various projects, such as soils map, snow load map, etc. Without this maintenance service, it would be extremely difficult for the Town to correct and maintain this data in a correct and efficient manner due to staffing limitations and specialization of work. The GIC has proved to be a valuable asset to the Town in times where mapping and other specialized information is required in a timely manner.

Fiscal Impact Analysis:

The cost for these maintenance and support services for the 2012/2013 fiscal year is a fixed fee of \$10,000.00. This maintenance agreement is in the 2012/2013 budget and is being paid for by Central Services, Professional/Contract Services.

ATTACHMENTS:

No.1: Agreement with the CSU, Chico Research Foundation.

ATTACHMENT 1

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION (GIC Annual Maintenance/ Support Agreement)

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and Town of Paradise, Inc. (CLIENT) according to the following terms, conditions, and provisions:

IDENTITY OF CLIENT

Name: Town of Paradise

Address: 5555 Skyway
Paradise, CA 95969

Contact person: Charles L. Rough, Jr.

Business Telephone Numbers:

Phone # 530.872.6291

Fax # 530.877.5059

FOUNDATION

CSU, Chico Research Foundation
Building 25, Suite 103
California State University Chico
Chico, CA 95929-0870

Contact person for contractual matters:

John Miner, Contracts Officer

Office of Sponsored Programs

Phone: (530) 898-5700

Contact person for project matters:

Jason Schwenkler, Director

Geographical Information Center

Phone: (530) 898-4372

Fax: (530) 898-6317

WORKSCOPE

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:

Client proposes to contract with the Research Foundation to have the Geographical Information Center, a program of the Research Foundation, provide GIS maintenance updates, which includes existing GIS data and Map Book updates, and GIS support services, for individual departments including dispatch, to the Town of Paradise Geographical Information System for the period July 1, 2012 through June 30, 2013.

**SERVICE
SPECIFICATIONS**

FOUNDATION will furnish all equipment, tools, materials and supplies, except that CLIENT shall provide data and/or other assistance as follows:

none

Said data shall be provided to FOUNDATION on or before _____

Provided said data and/or review(s) of draft deliverable(s) is timely received, the work shall be completed on or before _____.

Other specifications: _____

**TERMS OF
PAYMENT**

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of \$10,000, due and payable upon completion of the work.

INDEPENDENCE

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

INSURANCE

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this agreement.

INDEMNITY

Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement.

OWNERSHIP

CLIENT will assume ownership of deliverables upon delivery by Foundation. Foundation may use deliverables and any working papers for its own purposes.

**TERMINATION
WITHOUT
CAUSE**

Either party may terminate this agreement without cause after giving 10 days written notice to the other. The parties shall deal with each other in good faith during the 15-day period after notice is given. CLIENT agrees to pay Foundation for all expenses to date of termination and any uncancellable obligations.

**TERMINATION
WITH CAUSE**

With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CHOICE OF LAW

Any dispute related to this agreement shall be decided in accordance with the laws of the State of California.

**TERMS OF
AGREEMENT**

This is the entire agreement of the parties and cannot be modified orally. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force. This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This agreement becomes effective upon signature of both parties.

FOUNDATION:

Carol Sager, Director
Printed Name of Foundation's Signatory

BY: _____
Signature

Date: _____

CLIENT: Charles L. Rough, Jr.
Printed Name of Client's Signatory

BY: _____
Signature

Date: _____

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
September 11, 2012**

Agenda Item: 3d

Originated by: Paul T. Derr, Public Works Manager

Reviewed by: Charles Rough Jr., Town Manager

Subject: 2012 Thermoplastic Pavement Markings Replacement Project

Council Action Requested:

1. Accept the base bid of \$30,733.00 from Centerline Striping Company, Inc.; **AND**
2. Accept the add alternate bid of \$1,038.00; **AND**
3. Award the contract for the 2012 Thermoplastic Pavement Markings Replacement Project to Centerline Striping Company, Inc. in the amount of \$31,771.00 and authorize the Town Manager to sign the contract; **OR**
4. Provide alternative direction to staff.

Background:

There are a number of locations throughout the Town where pavements markings, pedestrian crosswalks and legends have been erased because of tire abrasion. Many of these areas are at locations where there is a need for Thermoplastic markings. The last time Thermoplastic marking was placed was in 2005. In recent years, Public Works staff has replaced many of the markings using paint instead of Thermoplastic. Paint typically lasts a couple of years but thermoplastic can last twice that long. Thermoplastic is now used on all Capital Improvement Projects and has proven to be a time saving element in terms of future replacement needs. This project is in the Public Works budget under Maintenance Projects, whereas in previous years, it was accomplished as a Capital Improvement project. On August 7, 2012, Town Council approved the advertising of this project for bid. On August 23, 2012, this project was first advertised in the Paradise Post. There were three bids for this project received and opened at 2:00 PM, on August 23, 2012 with costs ranging from \$31,771.00 to \$50,390.75

Fiscal Impact Analysis:

Award of the bid will result in an expenditure of approximately \$31,771.00 from the Gas Tax funds. All quantities are estimated, the final pay quantities shall be measured upon completion of the project. The adopted budget line item for this project is \$70,000.00. The Engineers estimate for this project was \$38,000. The low bid was \$31,771.00.

**Town of Paradise, Bid Tabulation Sheet for
THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**

Town of Paradise, Bid Tabulation Sheet for																		
THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT																		
Project # 2120.45.4755.473																Bid Opening: 8/23/2012		
Bid Items				Engineer's Estimate of Cost		Sierra Traffic Markings INC.				Centerline Co., INC				Apply-A-Line				
						3139 Swetzer Road				9847 Dino Drive				19652 N. Hirsch CT.				
						Loomis CA. 95650 Placer County				Elk Grove, CA. 95624				Aderson CA. 96007				
Item No.	Item Description	Unit of Measure	Estimated Quantity	Estimated Unit Price	Estimated Amount	Unit Price	Amount	% Eng Est.	% of Total	Unit Price	Amount	% Eng Est.	% of Total	Unit Price	Amount	% Eng Est.	% of Total	
1	Install 12" White Stripe	SF	6,711.0	\$ 3.00	\$ 20,133.00	\$ 3.00	\$ 20,133.00	100%	61.9%	\$ 3.00	\$ 20,133.00	100%	65.5%	\$ 4.75	\$ 31,877.25	158%	65.4%	
2	Install CalTrans Type IV Arrow	EA	35	\$ 193.00	\$ 6,755.00	\$ 65.00	\$ 2,275.00	34%	7.0%	\$ 85.00	\$ 2,975.00	44%	9.7%	\$ 140.00	\$ 4,900.00	73%	10.1%	
3	Install Cal-Trans "STOP"	EA	38	\$ 130.00	\$ 4,940.00	\$ 155.00	\$ 5,890.00	119%	18.1%	\$ 125.00	\$ 4,750.00	96%	15.5%	\$ 195.00	\$ 7,410.00	150%	15.2%	
4	Install Cal-Trans "ONLY"	EA	8	\$ 180.00	\$ 1,440.00	\$ 155.00	\$ 1,240.00	86%	3.8%	\$ 125.00	\$ 1,000.00	69%	3.3%	\$ 195.00	\$ 1,560.00	108%	3.2%	
5	Install Cal-Trans "Yield"	EA	1	\$ 240.00	\$ 240.00	\$ 200.00	\$ 200.00	83%	0.6%	\$ 125.00	\$ 125.00	52%	0.4%	\$ 200.00	\$ 200.00	83%	0.4%	
6	Install Cal-Trans "Ahead"	EA	14	\$ 240.00	\$ 3,360.00	\$ 200.00	\$ 2,800.00	83%	8.6%	\$ 125.00	\$ 1,750.00	52%	5.7%	\$ 200.00	\$ 2,800.00	83%	5.7%	
Total of Base Bid =					\$ 36,868.00		\$ 32,538.00	88%			\$ 30,733.00	83%			\$ 48,747.25	132%		
Additive Bid Items																		
7	Install "White Stripe "	SF	346	\$ 3.00	\$ 1,038.00	\$ 3.50	\$ 1,211.00	117%	3.7%	\$ 3.00	\$ 1,038.00	100%	3.4%	\$ 4.75	\$ 1,643.50	158%	3.4%	
Total of Base Bid + Additive Bid Items =					\$ 37,906.00	Total	\$ 33,749.00	89%	103.7%		\$ 31,771.00	84%	103.4%		\$ 50,390.75	133%	103.4%	

**TOWN OF PARADISE, CALIFORNIA
CONTRACT
FOR THE
2012 THERMOPLASTIC PAVEMENT MARKINGS REPLACEMENT PROJECT**

THIS CONTRACT is entered into this ____ day of _____, 2012 between the **Town of Paradise**, (hereinafter called "Town"), and **Centerline Striping Company, Inc.** (herein after called the "Contractor").

WHEREAS, Contractor has been awarded the Contract for the work relating to the **2012 Thermoplastic Pavement Markings Replacement Project**.

The parties hereto mutually agree as to the terms and conditions herein set forth:

1. STATEMENT OF WORK:

Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Construction of the 2012 Thermoplastic Pavement Markings Replacement Project, located in Paradise, California.

2. CONTRACT DOCUMENTS:

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties

hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents. The Contract Documents, sometimes also referred to as "the Contract," consist of the following:

- | | |
|----|---|
| a. | Advertisement for Bids |
| b. | Vicinity Map |
| c. | Instructions to Bidders |
| d. | Bid submitted by Contractor |
| e. | Experience Statement |
| f. | Subcontractor List |
| g. | Bid Bond |
| h. | Labor and Materials Bond |
| i. | Performance Bond |
| j. | Contract |
| k. | General Provisions |
| l. | Special Provisions |
| m. | Technical Provisions |
| n. | Drawings, Specifications and Standard plans and Standard specifications |
| o. | Addendum No. _____ dated _____. |

3. SCOPE OF CONTRACT:

Contractor agrees to undertake and complete all obligations under the Contract Documents relating to **2012 Thermoplastic Pavement Markings Replacement Project** and in the manner designated in, and in strict conformity with, the Contract Documents.

4. CONTRACT AMOUNT:

Town agrees to pay and Contractor agrees to accept, in full payment for the above work, subject to additions and deductions as

provided in the Contract Documents, the amount of **\$31,771.00**, which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount."

5. LEGAL WORK DAY:

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. Contractor shall forfeit as a penalty to the Town TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the

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Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight hours per day and forty hours in any one week shall be permitted upon compensation for all hours worked in excess of _____ hours a day and at not less than one and one-half times the basic rate of pay.

6. **WORKERS' COMPENSATION:**

In accordance with the provisions of 3700 of the Labor Code, every Contractor will obtain worker's compensation insurance covering the Contractor's employees and to furnish a certificate to the Town showing such coverage before commencement of the work.

7. **LABOR LAW REQUIREMENTS:**

The Contractor shall comply with the labor law requirements set forth in Attachment "A".

8. **INSURANCE:**

The Contractor shall provide to Town a certificate of insurance for Commercial General Liability Insurance and Worker's Compensation Insurance in the form and amounts shown in the specifications. Such insurance shall name Town as an additional insured and shall not be canceled without a 30-day written notice to the Town.

9. **TIME OF COMMENCEMENT AND COMPLETION:**

The work to be performed under this Contract shall be commenced no later than ten (10) calendar days after the date of written "Notice to Proceed" from the Town to start and diligently and continuously prosecute to final completion. In no event shall Contractor fail to complete the work any later than **thirty (30) calendar days after the date of written Notice to Proceed.**

10. **NONASSIGNMENT:**

Contractor shall not assign this Contract to any other party without the prior written consent of the Town.

11. **DISPUTES:**

Disputes between the Town and Contractor of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104 et. seq., as set forth in Attachment "B".

12. **INDEMNIFICATION:**

Contractor shall hold harmless, indemnify and defend Town its officers, officials, employees, agents and volunteers from and against any liability, claims loss, damages and costs, including attorney's fees and court costs of every nature resulting from or in connection with Contractor's work under this Contract, except for damages caused solely by the Town's negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

TOWN OF PARADISE

By: _____
Town Manager

APPROVED AS TO FORM:

By: _____
Town Attorney

CONTRACTOR

By: _____

Signature: _____

Title: _____

Address: _____

(City, State, Zip)

Contractor's I.D. or SSN

**Attachment A:
Checklist of Labor Law Requirements**

TOWN OF PARADISE

COMMUNITY DEVELOPMENT DEPARTMENT/ENGINEERING DIVISION

CHECKLIST OF LABOR LAW REQUIREMENTS

TO REVIEW AT PRE-JOB CONFERENCE

(PURSUANT TO SECTION 16430 OF THE LABOR CODE)

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

1) Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is obligated to pay the prevailing wages under Labor Code Section 1770 et seq. should the project exceed the exemption amounts.

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2) Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3) Penalties

There are penalties required for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1777.7 and 1813.

4) Certified Payroll Records

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee; also the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each journeyman, apprentice worker or other employee hired in connection with the public works project.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her/its authorized representative on request, pursuant to Labor Code Section 1776.

Each contractor and subcontractor shall submit its certified payroll record to the Town of Paradise on a weekly basis. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated: "No work" for that week.

Under Labor Code Section 1776 (g), there are penalties required for contractor/subcontractor's failure to maintain and submit copies of certified payroll records on request.

- 5) Nondiscrimination in Employment
There exist prohibitions against employment discrimination under Labor Code Sections
- 6) 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and minorities.
- 7) Kickback Prohibited
Contractors and subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.
- 8) Acceptance of Fees Prohibited
There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.
- 9) Listing of Subcontractors
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4100 et seq.
- 10) Proper Licensing
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.
- 11) Unfair Competition Prohibited
Contractors/subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Section 7000 et seq.
- 12) Workers Compensation Insurance
Labor Code Section 1861 requires that contractors be insured properly for Workers Compensation.
- 13) OSHA
Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

In accordance with federal and state laws and with Town contract documents, the undersigned prime contractor wishes to assure the Town of Paradise that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

For the Contractor

For the Town of Paradise

Signature

Signature

Date

Date

ATTACHMENT "B"

CALIFORNIA CODES
PUBLIC CONTRACT CODE
SECTION 20104-20104.6

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works **contract**" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed

before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his, her or its written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to Nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



**Town of Paradise
Council Agenda Summary
September 11, 2012**

Agenda Item: 3e

Originated by: Paul T. Derr, Public Works Manager

Reviewed by: Charles Rough Jr., Town Manager

Subject: Approve the request by Christine Wilder with the Paradise Ridge Adventure Club (PRAC), to adopt a portion of the Paradise Memorial Trailway, from Maxwell Drive to Bille Road.

Council Action Requested:

- 1) Approve this request by Christine Wilder and the Paradise Ridge Adventure Club to adopt the Memorial Trailway, from Maxwell Drive northerly to Bille Road. **OR**
- 2) Deny this request, and provide staff with alternative direction.

Background: Over the years, various individuals and civic groups have requested that they be allowed to “adopt” a section of roadway or trailway, to help provide the necessary labor to keep a particular section clean and free of trash. Past examples include the Paradise Host Lions (adopted lower Skyway, from 2002 until the present time), Chris Paul (adopted the trailway, from Birch to Bille, August 2006 until August, 2009), the Paradise High School Ecology and Sustainability club, which adopted the section of the trailway from Maxwell Road to Elliott Road, Chris and Rhonda Hoffman, adopting the section from Bille Road to Rocky Lane and most recently COVE adopting that portion from Rocky Lane to Pentz Road. By adopting the particular section of roadway or trailway, the sponsor agrees to provide for litter pickup and general light maintenance of the area. This provides a great public service, and it allows for the sponsor to maintain “their” section of roadway or trailway at a much higher level of service.

Discussion: The section of the trailway proposed for adoption by PRAC is currently maintained by the “Friends and Family of Zachary Paul.” In discussions with Chris Paul, he has approved that the Town shorten his area of adoption and allow for the PRAC to maintain the section between Maxwell and Bille. The members of the Paradise Ridge Adventure Club use the Trailway regularly and want to assure a well kept area. With your approval, a new sign will need to be installed to properly identify the sponsor. The sponsor name requested “Paradise Ridge Adventure Club” meets with our naming criteria and all the necessary forms have been completed by the sponsor.

Fiscal Impact Analysis: The only cost for the Town of this trailway adoption will be the cost of the purchase and installation of two “Trailway Sponsor” signs. These signs, anticipated to cost less than \$200.00, will be paid for out of the Street Maintenance Budget, line item 5203.100, Sign Materials/Supplies.

**TOWN OF PARADISE
DEPARTMENT OF PUBLIC WORKS
5555 SKYWAY, PARADISE, CA 95969
(530) 872-6291**

PERMIT # _____

**ENCROACHMENT PERMIT
(SEE PAGE 2 FOR GENERAL CONDITIONS)**

JOB SITE ADDRESS: MEMORIAL TRAILWAY - MAXWELL TO BILLE APN: _____

OWNER NAME: Christine Wilder MAIL ADDRESS: _____ PHONE: _____

CONTRACTOR NAME: PARADISE RIDGE ADVENTURE CLUB 95967 PHONE: _____

SELECT TYPE OF WORK TO BE DONE

- ☐ DRIVEWAY ☐ ASPHALT ☐ CONCRETE ☐ CULVERT REQUIRED (LOCATION & SIZE TO BE APPROVED BY TOWN ENGINEER PRIOR TO INSTALLATION.)
☐ CURB ☐ GUTTER ☐ SIDEWALK ☐ UTILITY ☒ OTHER TRAILWAY

DESCRIPTION OF WORK: LITTER REMOVAL

THE ABOVE MENTIONED IMPROVEMENTS ARE TO BE COMPLETED PRIOR TO FINALIZATION OF THE FOLLOWING PROJECT:

BUILDING PERMIT # _____ USE PERMIT # _____ SITE PLAN # _____

PARCEL MAP # _____ SUBDIVISION # _____ OTHER _____

CONTRACTORS LICENSE LAW

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

- ☐ I AM LICENSED UNDER PROVISIONS OF CHAP. 9, DIV. 3 OF THE BUSINESS AND PROFESSIONS CODE AND MY LICENSE IS IN FULL FORCE AND EFFECT.
LICENSE # _____ CLASSIFICATION _____
- ☐ I, AS THE OWNER, OR MY EMPLOYEES WITH WAGES AS THEIR SOLE COMPENSATION, WILL DO THE WORK, AND THE STRUCTURE IS NOT INTENDED OR OFFERED FOR SALE. (SEC. 7044)
- ☐ I AM EXEMPT UNDER SEC. _____, BUSINESS AND PROFESSIONAL CODE FOR THIS REASON _____

WORKERS COMPENSATION INSURANCE

I DECLARE UNDER PENALTY OF PERJURY (CHECK ONE):

- ☐ THE PERMIT IS FOR \$500.00 (VALUATION) OR LESS.
- ☐ I HAVE PLACED ON FILE WITH THE TOWN OF PARADISE INSPECTION DEPARTMENT A CERTIFICATE OF WORKERS COMPENSATION INSURANCE OR A CERTIFICATE OF CONSENT TO SELF-INSURE.
- ☒ I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE W.C. LAWS OF CALIFORNIA.

NOTICE TO APPLICANT: IF, AFTER MAKING THIS STATEMENT, SHOULD YOU BECOME SUBJECT TO W.C. PROVISIONS OF THE LABOR CODE, YOU MUST FORTHWITH COMPLY WITH SUCH PROVISIONS OR THIS PERMIT SHALL BE DEEMED REVOKED.

ITEM	EACH	QTY	TOTAL
FILING			
RESIDENTIAL DW			
CURB & GUTTER			
SIDEWALK			
DRIVEWAY			
UTILITY			
OTHER			
TOTAL			
REFUND			
ADDITIONAL FEES			

DATE _____ RECEIPT # _____

APPROVED BY _____

NOTE: WHEN ANY EXCAVATION IS TO TAKE PLACE WITHIN 300 FEET OF A SIGNALIZED INTERSECTION, PERMITEE SHALL SECURE LOCATION SERVICE OF SIGNAL LOOP AND WIRING FROM REPUBLIC ELECTRIC (1-800-544-4876) AND SHALL BE REQUIRED TO PAY FOR THAT SERVICE.

NOTE: A MINIMUM OF 24-HOURS NOTICE IS REQUIRED TO SCHEDULE AN INSPECTION BY THE TOWN IN CONNECTION WITH THIS ENCROACHMENT PERMIT.

NOTE: THIS PERMIT EXPIRES ONE (1) YEAR FROM THE APPROVAL DATE UNLESS OTHERWISE NOTED. IF YOU REQUIRE AN EXTENSION OF TIME, PLEASE CONTACT THE TOWN ENGINEERS OFFICE.

I CERTIFY THAT I HAVE READ THIS APPLICATION AND STATE THAT THE ABOVE INFORMATION IS CORRECT. I AGREE TO COMPLY TO THE GENERAL CONDITIONS (SEE PAGE 2) AND TO ALL TOWN ORDINANCES AND STATE LAWS RELATING TO BUILDING CONSTRUCTION, AND HEREBY AUTHORIZE REPRESENTATIVES OF THE TOWN OF PARADISE TO ENTER UPON THE ABOVE MENTIONED PROPERTY FOR INSPECTIONS PURPOSES. I ALSO AGREE TO WAIVE, INDEMNIFY AND KEEP HARMLESS THE TOWN AND ITS AGENTS AGAINST ALL LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES WHICH MAY IN ANY WAY ACCRUE AGAINST SAID AGENCY IN CONSEQUENCE OF THE GRANTING OF THIS PERMIT

SIGNATURE _____ DATE 8/28/12 OWNER ☒ CONTRACTOR ☐ AGENT ☐

**TOWN OF PARADISE
Council Agenda Summary
Date: September 11, 2012**

Agenda Item 3f

ORIGINATED BY: Craig Baker, Community Development Director

REVIEWED BY: Chuck Rough, Town Manager

SUBJECT: Adoption of Town Ordinance No. 526

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Waive second reading of the entire Town Ordinance No. 526 and approve reading by title only [roll call vote]; **AND**
2. Adopt Town Ordinance No. 526, "An Ordinance Rezoning Certain Real Properties From RR-2/3 (Rural Residential, 2/3-Acre Minimum) to a CS (Community Services) Zone Pursuant to Paradise Municipal Code Section 17.45.500 Et. Seq. (PL12-00075: Grand Sierra Lodge)".

BACKGROUND: On **August 7, 2012**, the Town Council introduced the above-noted town ordinance for purposes of eventual adoption.

DISCUSSION: Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 526 (copy attached). Once adopted, the provisions of this ordinance will be in legal effect and force as part of the Paradise Municipal Code thirty days thereafter.

FINANCIAL IMPACT: An approximate cost of \$85.00 will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

Attachment

TOWN OF PARADISE

ORDINANCE NO. 526

AN ORDINANCE REZONING CERTAIN REAL PROPERTIES FROM “RR-2/3” (RURAL RESIDENTIAL, 2/3-ACRE MINIMUM) TO A “CS” (COMMUNITY SERVICES) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PL12-00075: GRAND SIERRA LODGE)

The Town Council of the Town of Paradise, State of California, does hereby **ORDAIN AS FOLLOWS:**

SECTION 1. The hereinafter described real properties situated in the Town of Paradise, State of California, shall be and are hereby zoned “CS” (Community Services) as described in Chapter 17.26 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real properties so zoned are located at 6975 and 6983 Pentz Road in the Town of Paradise, and are more particularly identified as AP Nos. 050-082-023 and 050-082-105.

SECTION 2. This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

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ORDINANCE NO. 526

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve "Woody" Culleton, Mayor

ATTEST:

By: _____
Joanna Gutierrez, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: SEPTEMBER 11, 2012**

AGENDA NO. 3.g.

**ORIGINATED &
REVIEWED BY: Charles L. Rough, Jr., Town Manager**

**SUBJECT: RECOMMENDED ADOPTION OF TOWN OF PARADISE RESOLUTION
NO.____, A RESOLUTION APPROVING THE 2011/12 INTERIM FIRE
CHIEF SERVICES CONTRACT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)**

COUNCIL ACTION REQUESTED:

**Adopt Resolution No.____, a resolution of the Town of Paradise approving the 2011/12
Interim Fire Chief services contract with the State of California Department of Forestry
and Fire Protection (CAL FIRE); and authorize the Mayor to sign the contract
documents on behalf of the Town.**

BACKGROUND:

This requested contract approval action by the California Department of Forestry and Fire Protection is directly related to the interim fire chief services that CAL FIRE provided Town of Paradise during Fiscal Year 2011/2012 (from July 1, 2011 to June 30, 2012). While the contract specifies a maximum charge by CAL FIRE to the Town of Paradise during this last fiscal year amounting to \$ 136,693.00, the actual amount billed to the Town, which the Town has already paid was \$ 133,803.

The Town's approval of this resolution and its execution of the contract documents submitted by CAL FIRE will close out the last fiscal year services contract with CAL FIRE.

FISCAL IMPACT:

This is an after-the-fact action and service rendered that has already been accounted for and paid in last year's FY 2011/12 Budget.

TOWN OF PARADISE

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF PARADISE TOWN COUNCIL APPROVING THE INTERIM FIRE CHIEF SERVICES CONTRACT FOR FISCAL YEAR 2011/12 WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

WHEREAS, the Town of Paradise does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated September 11, 2012. This agreement provides Fire Protection Assistant Chief coverage as the Town's Interim fire chief during the State fiscal year 2011/12; and

WHEREAS, be it further resolved that Steve Culleton, Mayor, of the Town of Paradise is hereby authorized to sign and execute said agreement on behalf of the Town of Paradise.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise approves the Interim Fire Chief services contract for the State's Fiscal Year 2011/12 with the State of California Department of Forestry and Fire Protection (CAL FIRE).

PASSED AND ADOPTED by the Town Council of the Town Council of the Town of Paradise this 11th of September, 2012, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAINING:

Steve Culleton, Mayor

ATTEST:

By: _____
Joanna Gutierrez
Town Clerk



**Town of Paradise
Council Agenda Summary
Date: September 11, 2012**

Agenda Item: 5a

Originated by: Gabriela Tazzari, Chief of Police
Stephen Rowe, Operations Lieutenant

Reviewed by: Charles, L. Rough Jr., Town Manager
Lauren Gill, Asst Town Manager
Gina Will, Finance Director
Dwight Moore, Town Attorney

Subject: Public Hearing for Public Safety (COPS) Grant Acceptance for FY2012/2013 and Adopt a Resolution Accepting Supplemental Law Enforcement Fund (SLESF) estimated at \$100,000.00.

Council Action Requested: Hold a public hearing and adopt a resolution accepting an estimated \$100,000.00 from the Supplemental Law Enforcement Services Fund and approve use of these monies to fund Police Vehicles and support two Community Service Officers in the Police Department.

Background: State grant funds are expected to be awarded to the Town for local law enforcement purposes. Based on population, we estimate this grant will continue to be approximately \$100,000.00. These grant funds must be expended within two years after receipt. The Town is required to hold a public hearing relating to how these funds will be used and to adopt an expenditure plan. As reflected in the Town's adopted budget, staff recommends funds be used to support two Police Department Community Service Officers and continue to fund the Police Department Assigned Patrol Vehicle program.

Discussion: These funds are intended to be used to support unfunded and emerging department supplemental requests such as support personnel and for field equipment. Considering the impact of the State Budget on the Town of Paradise in terms of reduced revenues available for Town Services, Council is asked to accept these State grant funds to pay for the Police Department expenditures as outlined above.

Financial Impact: This represents a budget appropriation and expenditure of approximately \$100,000.00 for fiscal year 2012/2013.

RESOLUTION #12- ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ACCEPTING STATE SUPPLEMENT LAW ENFORCEMENT SERVICE FUNDS
(SLESF) (AB1584 COPS FRONTLINE)**

WHEREAS, AB1584 was signed into law in July, 1996, establishing Chapter 6.7 of the California Government Code (Sections 30061 through 30065); and

WHEREAS, Government Code Section 30061(c)(2), requires that the Town Council "...shall appropriate existing and anticipated moneys exclusively to fund front line municipal police service, in accordance with written requests submitted by the Chief of Police of that city..."; and

WHEREAS, pursuant to Government Code Section 30061(c), on September 11, 2012, the Town Council held a duly noticed public hearing at which the requests of the Paradise Police Chief for front line law enforcement needs for these funds were received and reviewed by the Town Council.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

Section 1: The Town Council does hereby accept the Supplemental Law Enforcement Services Fund (AB1584 COPS Frontline) in the estimated amount of \$100,000.

Section 2: The Town Manager is authorized to execute any documents relating to the acceptance of the Supplemental Law Enforcement Services Fund.

Section 3: The grant shall be paid to support two police Community Service Officers and to fund the Police Department Assigned Patrol Vehicle Program.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this ____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve "Woody" Culleton, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: September 11, 2012**

Agenda Item: 5(b)

Originated by: Lauren Gill, Assistant Town Manager

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Public Hearing – 2011-2012 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program

Council Action Requested:

- 1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

The report covers activities, regardless of the year in which it was funded, that are still open and active. This CAPER covers activities in the 2004-2012 program years. A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Fiscal Impact Analysis:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.



Town of Paradise, California

THIRD PROGRAM YEAR CAPER

(July 1, 2011 through June 30, 2012)

GENERAL

Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) covers the program year beginning July 1, 2011 and ending June 30, 2012. The Town received \$199,477 in Community Development Block Grant funds for the 2011-2012 program year. The funds were allocated in compliance with the 2011-2012 Annual Action Plan as approved by the Paradise Town Council. A substantial amendment was submitted and approved by HUD and the Paradise Town Council after the required public review period and public hearing to reallocate CDBG funds previously earmarked for other projects. This amendment will be discussed later in this document. The activities funded in the 2011-2012 program year were:

- Public Services\$29,830
- Housing Assistance.....\$60,000
- Planning and General Administration.....\$39,780
- Public Facilities.....\$69,867

The following table (Table 1) depicts a breakdown of funds allocated and expended by specific category. For further information, narrative explanations follow behind the tables.

Table 1. Funds Allocated/Expended by Program Year This table includes all open grant program years			
PROGRAM YEAR		2011-2012	
Activity	Site Address	Funds Allocated	Funds Expended
Boys & Girls Club	6249 Skyway	\$1,830	\$1,830
Catalyst, Women's Advocates	6249 Skyway	\$10,000	\$10,000
Paradise Recreation and Park District	6626 Skyway	\$4,000	\$4,000
Peg Taylor Adult Day Health Care Center	124 Parmac, Chico	\$5,000	\$5,000
STRIVE	6626 Skyway	\$2,000	\$2,000

Youth for Change	5538 Skyway	\$7,000	\$7,000
Housing Programs	Various Locations	\$60,000	\$27,996
Public Facilities	Various Locations	\$69,867	\$0
Program Planning & Administration	5555 Skyway	\$39,784	\$39,794

The following table (Table 2) shows the funds available in community facilities in all open program years.

Table 2. Funds Allocated by Program Year. This table includes all open grant program years	Site Address	Funds Allocated
Housing Programs	Various Locations	\$62,389
Public Facilities- Wastewater Treatment	Wastewater Treatment Paradise Community Village- Affordable Housing	\$45,495
Program Year		2009-2010
Commercial Façade Rehabilitation	Various Locations	\$80,000
Program Year		2008-09
Public Facilities – Wastewater Treatment	Wastewater Treatment Paradise Community Village-Affordable Housing	\$4,400
Program Year		2007-08
Public Facilities -Wastewater Treatment	Wastewater Treatment Paradise Community Village-Affordable Housing	\$35,123
Program Year		2006-07
Public Facilities -Wastewater Treatment	Wastewater Treatment Paradise Community Village-Affordable Housing	\$22,020
Program Year		2005-06
Public Facilities	Wastewater Treatment Paradise Community Village-Affordable Housing	\$24,980

The following table (Table 3) lists the goals and accomplishments for the program year period.

Table 3. Goals/Accomplishments			
Activity	Goal	Accomplishments	Funds Expended
Housing Assistance	25	22	\$52,296
Public Facilities	1	1	\$0
Boys & Girls Club	40	40	\$1,830
Catalyst	125-150	103	\$10,000
CHCC (Housing Funded)	75	53	\$7,000
PRPD	80	73	\$4,000
Peg Taylor Center	275	275	\$5,000
STRIVE	33	30	\$2,000
Youth for Change	200	758	\$7,000

Community Organizations

As a part of the Community Development Block Group (CDBG) Annual Plan process, the Town has the option of allocating a maximum of 15% of its annual CDBG budget to fund eligible public services in the community. Council directed staff to establish a sub-committee consisting of two council representatives and two staff members to hold preliminary interviews with interested sub-recipients. The purpose of the subcommittee was to meet with the sub-recipients and make a formal recommendation to the Council for final approval.

In accordance with HUD regulations, a notice was published in the newspaper announcing that funding would be available. Notices were placed at the Family Resource Center, the Senior Center, and the Library, and in the Chamber e-newsletter. As a courtesy, notices were also sent to prior year sub-recipients, as well as to agencies that called for applications. Ten organizations responded to the request for funding proposals by submitting a formal application, eleven of those were eligible for the interview. The subcommittee, consisting of Council members Culleton and Titus, along with the Director of Business and Housing Services and the Administrative Analyst for the division, met with each of the applicants on February 22, 2011.

In forming its recommendation, the committee discussed the current economic downturn and its effect on non-profit organizations, especially those that provide vital services that assist individuals and families in crisis. Although all of the organizations were deserving, the Town's allotment was much smaller than the requests for funding. This is a major factor in the discrepancy between the number of proposed vs. actual accomplishments. The committee was faced with a tough decision and decided to focus on emergency and vital services that assist individuals and families in crisis, especially those badly affected by the economy.

Applicant Name:	Request Amount:	Proposed Program	Sub-committee Recommendation	Council Recommendation
Strive	\$2,200	Support for individuals with disabilities, rental fee for St. Nicholas Episcopal Church and Grange Hall.	\$2,000	\$2,000
Boys & Girls Club	\$10,000	New educational program for teens focusing on financial literacy, awareness and responsibility.	\$1,830	\$1,830
Peg Taylor Center	\$8,555	Services for physically & developmentally challenged residents, and services for senior population	\$5,000	\$5,000
Paradise Recreation and Park District	\$5,000	Scholarships for low/moderate income youth to participate in PRPD Youth Sports	\$4,000	\$4,000
Creative Learning Center	\$14,500	Plant a sensory garden for the residents	\$0	0
Youth for Change	\$8,000	Assistance to low income families to pay for emergency needs and bills.	\$7,000	\$7,000
Loaves and Fishes	\$2,300	Outreach food program providing lunches and dinner to low income residents	\$0	\$0
Catalyst	\$10,000	Service needs of domestic violence and children, shelters, hotlines, counseling, restraining orders.	\$10,000	\$10,000
Skyway House	\$13,500	Provides substance abuse treatment to individuals and families.	0	0
North State Food Bank Community Action Agency	\$3,500	Provide the purchasing of food for Paradise Food Bank members.	\$0	\$0
Salvation Army	\$4,500	Monetary assistance to residents who are facing eviction or foreclosure.	\$0	\$0
Community Housing & Credit Counseling	\$7,000	Provide educational sessions to low/moderate families and individuals in the areas of first time home ownership, rental and financial management at a Paradise location.	Will fund out of Housing budget	Approved
TOTAL	\$75,596	Funding available: \$29,830	\$29,830	\$29,830



Peg Taylor Center- The Peg Taylor Center for Adult Day Health Care has a 20+ year history of helping both younger and older adults with disabling health conditions to stay independent and in better health.



Catalyst Domestic Violence Services-Prevent and reduce the incidence of domestic violence in Butte County by intervening in the cycle of violence through crisis intervention services and community education.



Paradise Recreation and Park District- Maintains facilities and provides programs, classes and clubs for all ages in the ridge community. CDBG funds are utilized specifically as scholarships for youth sports: Basketball, Flag Football and Tae Kwon Do.



Youth for Change- The programs utilize a strength-centered approach, which draws upon community resources to meet the needs of families and children. Program emphasis is on treating the whole child with the goal of family reunification. Assistance was provided to low income families to pay for emergency needs and bills.



Boys and Girls Club- Provides youth and families a variety of youth services in the community including continued support of the Career Launch, Financial Freedom and Get Going programs.



STRIVE- Support for adult individuals with disabilities, providing a social environment for them to interact at St. Nicholas Episcopal Church and Grange Hall.



Community Housing and Credit Counseling- Assistance for local homeowners going into foreclosure and locals looking to purchase homes.

***This program was aided by CDBG Housing Assistance funds.**

Housing Programs

The Town is proposing to reduce staffing to one full individual devoted exclusively to housing activities. Additionally, two full-time personnel and one accounting person provide support and assistance as needed. During the 2011-2012 year, approximately \$575,434.31 was spent on mortgage assistance and owner-occupied housing rehabilitation programs. This amount includes all funding sources, including revolving fund and program income accounts. The Town's current housing program funded by primarily by CDBG, and HOME funds is very successful and crucial to the Town's low/mod income residents, and the Town's stock of affordable housing opportunities available to low/mod income residents.

Public Facilities

The Town of Paradise provided CDBG funds for the construction of a wastewater system serving a 35-unit rental housing development, which will be occupied by low and very low income residents. Decent, safe and affordable housing is difficult to provide in Paradise because of the high cost of wastewater disposal. The Town has no wastewater treatment facility and every lot must be able to support an onsite septic treatment and disposal system. This drives up the cost of affordable housing considerably. The units at Paradise Community Village will be managed by an onsite resident manager and there will be services and programs available for residents. The Town partnered with the Community Housing Improvement program (CHIP) who has a reputation and long-standing record for building and maintaining quality affordable housing units.

American Recovery and Reinvestment Act (ARRA)

The Town of Paradise submitted a Substantial Amendment to the 2008-2009 Annual Plan on June 2, 2009. The amendment was approved and the ARRA money was earmarked to be used in combination with federal CMAQ (Congestion Mitigation and Air Quality Improvement Program) monies to improve pedestrian walkways from Pearson to Foster Road. The project promotes economic development in Paradise's Downtown area and provides much needed Downtown Parking. The proposed park-and-ride facility and pedestrian improvements will mitigate pollution by providing a facility where carpools can

meet and share rides or catch the bus which is stationed a block away. The facility also allows for a more 'walk-able' downtown. Construction was completed in March 2012.

Managing the Process

The Community Development Block Grant Program is an integral component of the Town's downtown revitalization strategy and its comprehensive redevelopment strategy. To ensure that Community Development Block Grant funds are used to benefit the highest number of income eligible households and to coordinate the CDBG Program with other federal, state and local programs, management responsibility has been assigned to the Office of the Town Manager, Business and Housing Services Division.

The Business and Housing Services Division was initially formed in 1994, the first year the Town of Paradise received Community Development Block Grant funds. The Division provides daily program management, oversight, and long range planning and coordination with other non-profits and other public agencies that provide services to low income individuals and families in the community. Specifically, the Division staff manages the housing programs to ensure compliance with program regulations, including income eligibility, the sub-recipient program to ensure eligibility and regulatory compliance; and public facilities projects to make certain that the program meets national objectives and compliance with program regulations.

In addition to staff's responsibilities for program management, the Paradise Town Council is directly involved in the development and adoption of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report. The Council makes the final selection of sub-recipient organizations and decides the final allocation of CDBG funds. Citizen involvement is inherent in the development and implementation plan process as oversight of the program. The Annual Action Plan and the Consolidated Annual Performance and Evaluation Report are available for public review and comment during the respective comment periods. The Town Council, following noticed public hearings, enacts final adoption of each.

Lastly, the Town's independent auditing firm monitors all federal and state funded programs for compliance in accordance with the requirements of the Single Audit Act. The results of the audit are filed with the federal and state agencies, as required by the various funding agencies.

Citizen Participation

The following Public Notice was published in the Paradise Post, a newspaper of general circulation in the Town of Paradise on August 18th, 2012.

**TOWN OF PARADISE
PUBLIC NOTICE OF THE 2011-2012 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER)**

The Town of Paradise seeks public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Town's Community Development Block Grant Program (CDBG). The CAPER, prepared for the U.S. Dept of Housing & Urban Development (HUD), reports on specific federal housing

assistance/community development activities that occurred during the July 1st, 2011 - June 30th, 2012 program year.

Copies of the draft CAPER are available for public review at the following locations: Town Hall (5555 Skyway), Family Resource Center (6249 Skyway), Butte County Library (5922 Clark Road), the Paradise Senior Center (877 Nunneley Road), and the Paradise Chamber of Commerce, (5550 Skyway).

Citizens and groups may submit written and/or verbal comments on the CAPER during the 15-day public notice period beginning August 20, 2012. Comments can also be made at one of two public hearings to be held on the matter held on September 11th at 3:00 p.m. and again at 6:00 p.m., during the regular Paradise Town Council meeting (or as soon thereafter as possible) at the Town Hall Council Chambers, 5555 Skyway, Paradise. Comments received at the meetings will be summarized and included in the report. If you challenge any issues stated above in court, you may be limited to raising only those issues raised at said public hearing, or in written correspondence delivered to the Town Manager at, or prior to, the public hearing.

For information or to submit comments, contact Town of Paradise, Business & Housing Services Div., 5555 Skyway, Paradise, 95969, or phone 530-872-6235. For special accommodations for a disability or needs, call 48 hours in advance of the meeting. TDD users call CA Relay Service TDD Access #1-800-735-2929.

The following locations are known to be accessible to persons with disabilities as well as to persons of low/moderate income, as well as to citizens-at-large who may be interested in participating through public commentary. The following locations are; Town Hall (5555 Skyway, Paradise), Paradise Branch of the Butte County Library (5922 Clark Road, Paradise), Family Resource Center (6249 Skyway, Paradise), and the Paradise Ridge Senior Center (877 Nunneley Road, Paradise).

Institutional Structure

The Town Institutional Structure is as follows:

5 member Town Council

- Holds public hearings on Consolidated Plan, Annual Plans and CAPER reports
- Approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Assistant Town Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the Assistant Town Manager. All reports and plans are reviewed by Council before submitted to HUD.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. As required by HUD, 15% of annual funding is set-aside for these organizations.

The Town is also focused on collaboration between government agencies; community needs organizations, and local businesses. Community stakeholder meetings give Butte County service organizations an opportunity to submit input regarding the populations these organizations serve, their current and future needs, challenges and successes. The following are some of the organizations we are involved with: Family Resource Center, Youth for Change, Project Vision, Loaves and Fishes Food Ministry, STRIVE, Peg Taylor Center for Adult Day Health Care, Legal Services of Northern California, Community Housing Improvement Program and Community Housing Credit Counseling Center, Boys and Girls Club of the North Valley, Passages, CCSP Torres Community Shelter, Paradise Center for Tolerance and Nonviolence, Salvation Army-Paradise Center, Paradise Meals on Wheels, and the Work Training Center.

Program Monitoring

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. After funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. These organizations are required to report quarterly to the town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements, regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. This may include verification of employment, assets, banking, credit reports and income tax information. Site inspections are utilized to ensure that the housing; whether a purchase or rehabilitation complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

The Town of Paradise Consolidated Plan outlines a 5-year housing and community development strategy focused on developing Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The plan, which sets the goals and objectives for the Community Development Block Grant (CDBG), is in effect from 2010-2015.

The mission of the Strategic Plan is to develop a working document that guides a five year planning process that identifies the needs of the community and then prioritizes available funding in order to plan and prepare for meeting the needs identified in the process. By identifying current needs of our residents, the town is then able to determine the future needs and funding priorities that will help close these gaps to help make Paradise a better community.

This document also evaluates the past performance during the last five years that the Town administered its CDBG program. CDBG funding is an important part of the town's overall strategy to promote a viable community and to help provide decent, safe, and affordable housing.

As decent and safe, affordable housing is an important component of a communities' housing stock, the Town is working in conjunction with several Town agencies on the Paradise Community Village project. This development will provide, at build-out, 60-90 affordable rental housing units. The project applicant has received a HOME grant and will begin the infrastructure portion of this important collaborative project. The project will include a soccer field. CDBG funds will provide the wastewater system for this much needed community facility.

After meeting with residents and community stakeholders, the following goals and objectives have been identified for the next five year period:

Goals for the 2010-2015 Consolidated Plan:

1. Improve the condition of the community's housing supply.
2. Improve the community's economic condition.
3. Improve the community's well-being by participating with residents and local stakeholders in community building efforts.

Specific Objectives for the 2010-2015 Consolidated Plan:

1. Provide opportunities that expand the employment base for the Town.
2. Provide programs/projects that allow opportunities for increased jobs.
3. Provide 36 affordable rental housing units
4. Rehabilitation/repairs of 5 low-income, owner-occupied homes
5. Mortgage assistance or 5 low-income first-time homebuyers
6. Improve streets, road, parking, traffic circulation in the downtown, which encompasses a HUD identified low-income neighborhood, to allow for business-owners to better provide goods/services.
7. Provide funding opportunities to non-profits and agencies serving low income residents and residents with special needs.
8. Provide education and improved transportation for those services mentioned above.
9. Provide recreational opportunities for at-risk youth and low-income/disadvantaged children.
10. Infrastructure that will improve the opportunities for businesses to prosper.

11. Improve pedestrian safety, especially projects that provide opportunities for children to travel safety throughout the community and in their respective neighborhoods.

The planning and public participation process which is such an integral component of the Community Development Block Grant Program has been useful in identifying a multitude of community needs. The process has provided a means to express those needs, but more importantly, it has fostered a cooperative relationship between the town government, community based organizations, and residents. As with most communities, the needs far outweigh the resources available to confront and resolve those situations. However, as illustrated in the Priority Needs table, the CDBG Program has endeavored to place funding in those areas of high need. The luxury of funding medium or low priority activities is not one that the town can afford.

The program has identified and funded housing programs, public parks projects, and supported activities for a variety of non-profit organizations. Those efforts have achieved results both in the field and in the town's ability to secure additional public and private sector funding to support those programs.

The town's barriers to even greater program success are, most likely, the same as those experienced by any other American city. Resources – money and staff – are the limiting factors that negatively influence the town's ability to reach its goals.

The Town of Paradise funds only programs and/or projects that principally benefit low and moderate-income individuals and families, or benefit a HUD identified low and moderate-income neighborhood, of which the town has three.

The Town of Paradise did not conduct any activities that resulted in the relocation of tenants and/or homeowners during the program year. The town makes every effort to accomplish its goals and objectives without displacing our residents and businesses.

The Town stays below the one-1/2 times grant amount cap on unspent funds. Expenditures do not differ substantially from letter of credit disbursements because the Town operates its CDBG Program on a reimbursement basis.

While the Community Development Block Grant Program is charged with reversing the symptoms of a declining community, staff understands that doing so is more than just good planning and implementation. Obstacles must be overcome in order to eliminate the needs of an under-served population and reverse decades of community deterioration

In other cases, the obstacle is one resulting from a market economy, such as what happened with the Town's rapidly escalating mortgage crisis. The housing down-turn has steadied housing prices and has left more houses on the market because individuals are concerned about the rising prices of fuel, energy and food.

Homes eligible for the HOME-funded mortgage assistance program must not only be affordable to income-eligible buyers, but they must also be in "FHA loanable" condition. Lower priced homes do not meet these and other requirements, resulting in a slump in first time homebuyer program activity.

In the final analysis, two obstacles hinder the Town's ability to address the needs of the under-served population – adequate funding and the absence of the economic and social systems necessary for a

viable community. Certainly, Community Development Block Grant funds go a long way toward alleviating a variety of housing and community needs. Additionally, the Town pursues every opportunity to augment its CDBG dollars with other state and federal programs; however, one should remember that community building is a long and expensive undertaking that requires substantial political and financial investment to succeed.

Lead-based Paint

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy programs for first time homebuyers. These programs are funded under a HOME grant from the California Department of Housing and Community Development (HCD). The HCD funded HOME program requires that lead clearances be obtained for both the residential rehabilitation and mortgage subsidy programs.

HOUSING

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy program for first time homebuyers. The Town also applies for competitive funding through the State of California. These programs are funded under both a HOME grant, and a CalHome Grant from the California Department of Housing and Community Development (HCD)

The owner-occupied residential rehabilitation program offers low and moderate-income homeowners the opportunity to remain in housing that has been affordable to them, in some cases for over twenty years. The Town of Paradise is completely dependent on septic tanks and leach fields for the disposal of wastewater can pose a serious health/public health issue; as well as an affordability issue, given the extreme costs of replacing failed systems. Absent the Town's assistance, these homeowners would not be able to afford the cost of home maintenance, deferred maintenance, and wastewater disposal system replacement. The challenge of coming up with the significant funds needed to cover these expenses is difficult.

Specific Housing Objectives

As stated in the Annual Action Plan, 25 households would be assisted during the program year. During the program year, a total of 22 low income households received assistance under the Town's housing rehabilitation and first-time homebuyers programs. The recipients received assistance under the CDBG, HOME and CalHome programs.

The multi-family development, when funded, will assist low and very low-income tenants.

Public Housing Strategy

The Housing Authority of Butte County administers a Section 8 rental-housing program in the Town of Paradise. The Housing Authority also owns a multi-family complex in town that rents a mixture of market and subsidized units. Although the Town has not been directly involved in the administration of either program, the Town and the Housing Authority maintain a close working relationship and assist one another whenever requested.

Barriers to Affordable Housing

The Town has identified the availability of properly priced housing as the principal barrier to affordable housing in the community. Over the past two decades, much of the newly constructed housing has been custom homes – a market segment not generally available to low and moderate-income households. Therefore, it is important to maintain the community’s housing stock that is affordable to low and moderate-income households. To do so, the Town provides a residential rehabilitation program for owner occupied housing, and a mortgage subsidy program to assist first time homebuyers.

The residential rehabilitation program allows low and moderate-income families to remain in a house that they can afford. The drop in the housing market has significantly increased the demand for mortgage subsidy assistance, and declining home prices have increased the number of available units.

HOME

The Town is currently awaiting for on a 2012 HOME Grant application to support low income housing programs.

HOMELESS

Homeless Needs

The Town’s participation in meeting the needs of its homeless population is evolving. A coalition of service providers and concerned residents of both Paradise and the surrounding unincorporated area have formed a community-based task force. The task force is developing a plan of action to identify and address the extent of the homeless situation on the Ridge, the characteristics of the homeless population, resources available to confront the needs, and the responsible agencies that need to be involved in this effort.

The task force is using data collected from a January 2010 survey of the area’s homeless population. The homeless census and survey was completed and the count indicates that Paradise and adjacent unincorporated areas have 83 homeless individuals. The survey shows that many of the homeless are “couch surfers” and single-parent families living with friends and relatives. As such, a significant element of the homeless population may not meet the federal definition of “homeless”. While this does not diminish the need or the community’s commitment to confronting the issue, it does make funding programs to address the needs more difficult.

The Town of Paradise does not directly administer a transitional housing program. The Town and CDBG Program support the local women’s’ shelter and that shelter provides emergency and transitional housing.

The Town of Paradise did not seek funding under the SuperNOFA.

Specific Homeless Prevention Elements

The Town takes two approaches to homeless prevention. The first is our residential rehabilitation program. This program provides for the repair of items that threaten the homeowner's ability to remain in the home. The Town of Paradise is an un-sewered community, and as such relies on septic tanks and leach fields located on the homeowner's property to dispose of wastewater. A failed wastewater system can result in health and safety issues. Furthermore, many of the homes that are occupied by low and moderate-income residents were constructed on smaller lots that can no longer accommodate the disposal of wastewater. This generally results in the need to construct/install special and often technologically advanced systems. These systems can resolve the wastewater issue but they range in price from \$30,000 to \$60,000 – a cost that low and moderate-income residents cannot afford. The residential rehabilitation program makes it possible for these residents to remain in their homes.

The Town of Paradise also supports two community-based organizations that aid in the prevention of homelessness. The CDBG Program funds the Family Resource Center (Youth for Change). The Center's Family Support Program provides direct services and interventions to income eligible families with the goal of avoiding those catastrophic situations that often result in unemployment, delinquent rent payments, and homelessness.

The CDBG Program also funds Catalyst, a women's advocacy group that also provides emergency and transitional housing predominantly for abused women and their children. Services are also available for abused men. The emergency shelter provides an immediate safe harbor and time to recover and regroup from the abusive situation.

Emergency Shelter Grants (ESG)

The Town of Paradise does not receive ESG funding.

COMMUNITY DEVELOPMENT

The long standing success of the Community Development Block Grant Program is its ability to serve as a catalyst. This, or any other program, will never have funding in the amount needed to address all of the community's needs. However, community leaders have been successful in using the CDBG program to bring community needs to light, fund a demonstration project or a model program, and use the new found support and experience to garner even greater community support as well as new funding sources. This broad based community involvement ensures that the community's goals and objectives and the CDBG program's goals and objectives are not only consistent, but the means to address and resolve the needs are coordinated.

All of the Town's housing programs are available to income qualified households. In addition, the Town's HOME application for the construction of 36 affordable housing units includes a set aside of units for very low income tenants.

The Town of Paradise pursues all reasonable grant opportunities to fund a variety of housing and community development projects. Staff has been successful in obtaining federal and state funding.

All CDBG funds are used to meet national objectives.

The program endeavors to avoid displacing any residents, and in fact has not pursued activities that require relocation.

The program year's activities did not include a Low/Mod Job component.

Sub-recipients are required to verify the income of their program participants.

The program did not receive program income during the program year.

Prior period adjustments, float-funded activities, lump sum activities, and neighborhood revitalization activities are not included in the Town's CDBG program.

Antipoverty Strategy

In general, the intent of the Town's economic development programs is the creation of living-wage jobs for local residents. Staff continually works with new businesses and existing businesses, with developers and entrepreneurs, and with local business associations to expand opportunities and strengthen the current state of the local economy; especially to attempt job creation for low/mod citizens

The CDBG Program also continues to fund the Family Resource Center's Family Support Program, which as previously mentioned works with families to avert catastrophic events and strengthen the skill sets needed to move out of poverty and into more stable family and economic situations.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

California's legal system is attempting to come to grips with the number of inmates incarcerated for substance related crimes. Many of those imprisoned for substance abuse are being granted an early release and treatment in group home settings. While our local treatment providers knew of the impending change, the sheer number of inmates released to these programs resulted in housing related issues.

Staff has been actively assisting the largest substance related treatment provider in the effort to expand the bed count in group home settings. Staff provided assistance with all aspects of land use, building, and wastewater disposal permits. Additionally, the Town provided a forum to discuss the multitude of issues resulting from this new approach to the treatment and rehabilitation of non-violent substance abuse offenders.

The issue is by no means resolved. The demand for beds has caused a near "gold rush" mentality. While staff will continue to work with service providers, it is the individual who believe that they can set up a group home and offer meaningful, results-oriented rehabilitation that continues to cause a problem – not so much for the Town as an organization, but for the overall community and certainly

those entering the programs. This situation will continue to be the principle non-homeless special needs issue for the foreseeable future, and staff will continue to play a part in its solution.

Specific HOPWA Objectives

The Town of Paradise does not administer a HOPWA program.

**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: SEPTEMBER 11, 2012**

AGENDA NO. 7.a.

**ORIGINATED &
REVIEWED BY: Charles L. Rough, Jr., Town Manager**

**SUBJECT: RECOMMENDED APPOINTMENT OF ACTING POLICE CHIEF
GABRIELA TAZZARI-DINEEN TO POLICE CHIEF**

COUNCIL ACTION REQUESTED:

- 1. Approve the Town Manager's recommended appointment of Acting Police Chief Gabriela Tazzari-Dineen as our permanent Police Chief, effective immediately, at a budgeted total salary and benefits compensation of \$ 163,554.21 for Fiscal Year 2012/13;
or**
- 2. Decline to approve the Town Manager's recommended permanent appointment at this time.**

BACKGROUND:

The Town Council will recall that you approved the appointment of Lieutenant Gabriela Tazzari as Acting Police Chief at your May 1, 2012 regular meeting. The Council will further recall that I intended to devote the next few months evaluating her performance and making a determination from that assessment as to whether I would be recommending to the Town Council her permanent appointment as police chief.

After careful observation and interaction with Acting Police Chief Tazzari-Dineen on a regular and ongoing basis, especially during some very challenging times for the department that tested her leadership, management and policing skills, I've concluded that Acting Chief Tazzari-Dineen is not only well qualified to lead the police department on a permanent basis, but the skilled, innovative, and visionary individual that I believe is capable of leading our police department to a better future.

Since May, she has quickly established her credibility within the department as police chief, rebuilding, as well as reorganizing the responsibilities of her management and supervisory team and in carrying out her day-to-day responsibilities of running the department that involved a whole host of issues that came across her desk involving the operations of the department, including continual challenges associated with staffing levels, and maintaining effective interactions with other law enforcement agencies and the public.

In addition, she has devoted considerable time participating, speaking, outreaching, and making herself accessible to individual citizens and the community, both on an informal as well as

formal basis. This has taken the form of attending various community events in Paradise, as well as Butte County (i.e. VFW Dispatch/Officer of the Year Dinner, Heart Pageant event, Elks Dispatcher of the Year in Chico, MADD luncheon in Oroville, PUSD Support for Education Award ceremony for Officer Pilgrim & CSO Jordan, Paradise Relay for Life, FRH President's Advisory Forum, Celebrity Walk at Ponderosa Elementary, Memorial Day ceremony at Paradise Cemetery, Butte College Police Academy graduation, Officer of the Year Chico Noon Exchange Club, guest speaker at "SIRS" Sons in Retirement, Boys & Girls Club Back to School event, guest speaker at Ridge Democratic Club, guest speaker at Retired Public Employees Association of California, and guest speaker at the Paradise Pines Women's Club, etc.)

However, a great deal of her time was spent with the formulation and development of a reduced FY 2012/13 police department budget with fewer staff and working with her department personnel to make the necessary operational changes that resulted from the adopted police budget. In addition, because of the Town's general fund deficit, it has meant her explaining the dire financial realities facing the Town, and planning for the eventuality of further staffing cutbacks in the event the Town's current contract negotiations with the Paradise Police Officer's Association fails to achieve needed "shared sacrifice" concessions. All of this has required dedicated, committed leadership, and resolve on her part, and tested her in ways that would have proven the undoing of someone less qualified or capable.

Finally, she has already received commitments from several community members to serve on her police chief citizen's advisory committee, and at this writing, she is in the process of wrapping up the balance of the committee's members. The committee's purpose is to meet quarterly with the chief and provide her with their input and perspective on law enforcement and the police department issues facing the community, as well as provide her with an opportunity to provide the committee with information about the issues the department is dealing with, as well as what the department is doing and planning.

Overall, I believe she has done an exemplary, highly commendable, and praiseworthy job as our acting police chief under very challenging circumstances during the last four months. As such, she has proven herself worthy and ready to be appointed as permanent police chief. She clearly represents one of the best of our "next generation" of leaders and managers that either already hold, or are assuming in the near future positions of leadership within our municipal organization. It speaks volumes about this organization, and the mentoring that we've have done that we have people of the quality and caliber prepared and ready to apply and compete for leadership positions of greater responsibility when necessary.

FISCAL IMPACT ANALYSIS:

The adopted Fiscal Year 2012/13 Budget already incorporates the total salary and benefits costs (\$ 163,554.21) for a full fiscal year of compensation for our police chief. Based on Acting Police

Chief Tazzari-Dineen's possible appointment situation, this includes her 15% salary increase that the Council approved, last May, when she was appointed acting chief, and which placed her slightly above E Step in the police chief salary range. This ended up with a \$ 13, 083 net savings to the Town's general fund in police chief compensation costs last fiscal year.

This level of salary and benefits compensation will continue until December 31, 2012, at which time due to her regular merit increase date of January 1, 2013, she will move to the top of the police chief salary range, or F Step. Again, this has already been factored in the current adopted budget. Her total compensation represents \$ 96,759.20 in salary and \$ 66,795.01 in benefits resulting in a \$ 21,778.48 net savings this current fiscal year from what the Town was compensating our last full-time police chief.



**Town of Paradise
Council Agenda Summary
Date: September 11, 2012**

Agenda Item: 7b

Originated by: Gina S. Will, Finance Director/Town Treasurer

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Three Year Banking Service Agreement and 2012/13 TRAN Financing

Council Action Requested:

1. Based on the US Bank Proposal, authorize the Mayor and Town Manager to execute documents necessary for the Town of Paradise to enter into a three year banking service agreement with US Bank; and,
2. Authorize the Mayor and Town Manager to execute documents necessary for the Town to enter into a \$2,345,000 Tax and Revenue Anticipation Note (TRAN) with US Bank; or,

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

Knowing that the three year banking service agreement with the Town's current bank, Wells Fargo Bank was set to expire on August 27, 2012, staff submitted a comprehensive request for proposal for banking services to eleven Banks within reasonable proximity to the Town of Paradise (including our current Bank). Simultaneously, staff submitted a request for a Tax and Revenue Anticipation Note (TRAN) for the 2012/13 fiscal year. Of those eleven Banks, six submitted detailed banking proposals and one submitted a TRAN proposal according to instructions and by the deadline. US Bank was the bank that submitted a TRAN proposal, and the following six banks submitted banking proposals:

Chase Bank	Northern Calif. National Bank	Rabobank
Umpqua Bank	US Bank	Wells Fargo Bank

Analysis:

For the second year in a row, US Bank is the only institution that has proposed to provide the Town TRAN financing in order to build a cash flow bridge for the Town. This TRAN is absolutely necessary in order to have sufficient cash flow to operate and continue to meet cash demands of payroll and vendor payments between approximately October 1, 2012 and May 1, 2013 when the Town has used all of its reserves and is waiting for its final property tax payment to come in from the County. US Bank has proposed a fixed interest rate of 1.30% if the Town agrees to award them the banking service agreement in addition to the TRAN. Without the banking relationship, US Bank has proposed a fixed rate for the TRAN of 2.30%. The Town's analysis determined that \$2,345,000 is the appropriate funding size for the 2012/13 TRAN. Assuming a nine month term for this size TRAN, interest is \$22,864 at 1.30% and \$40,451 at 2.30%.

With modern technology and the evolution of the banking industry, large commercial banks offer comparable services with similar pricing structures. After determining that each bank met other minimum qualifications like having experience providing banking services for municipalities and being a qualified depository for public funds, staff evaluated the following key areas of the proposals:

1. How does the proposal impact the Town's financial bottom line?
2. What systems are in place to track daily and monthly transactions and balances?
3. What is the system used to process payroll direct deposit and taxes?
4. What is the process used to securely transfer funds electronically between other accounts and investments?
5. What options are available for the timely deposit and credit of funds into Town accounts?

Bottom Line/Pricing.

With the current financial stresses of the Town, US Bank's proposal to save the Town over **\$17,500** in interest charges on the TRAN during 2012/13 was a very important consideration in staff's recommendation of US Bank. Further, US Bank's banking proposal offers reasonable and comparable pricing for services.

Each of the banks used very similar methodology in calculating interest allowances for account balances. Chase, US Bank and Wells Fargo offered earnings credit rates that were the highest. US Bank also was conservative in estimating the average account balances that would earn interest to offset the cost of the fees.

Balance Reporting and Monthly Account Statements

Each bank described the electronic media and process by which the Town would have access to daily transaction, balance information and monthly account information. US bank offers SinglePoint for information reporting. Staff demoed the system and found it to be user friendly and very functional in terms of providing timely and important information for reporting and reconciling. Account analysis statements are available on line on the ninth business day of each month and contain 12 months of history.

Electronic Money Transfers, Payroll Direct Deposits and Tax Processing

All but one bank offered comparable ACH transfer capabilities for payroll and other payments. US Bank is one of a few banks that offers ACH Direct Transmission or an alternative of using SinglePoint with ACH to be able to store and retrieve repetitive transactions for payroll and vendors. Also, through SinglePoint, wires can be securely and electronically initiated, approved and sent or received.

Timely Deposit and Credit of Funds

US Bank has a close and convenient branch located at 6817 Skyway which is 1.2 miles from Town Hall. Although with modern technology, location has become less important as most of the Town's banking transactions are now conducted electronically and ATMs make banking outside of business hours possible. The branch is open Monday – Friday for cash

deposit transactions.

US Bank has systems in place to allow the Town to continue to deposit all of its checks electronically by scanning and transmitting the details of the deposits daily. This allows for more timely and efficient credit of funds in Town accounts.

Finally, US Bank offers alternatives for processing credit card transactions. With US Bank Payment Solutions, the Town will continue to use stand-alone point-of-sale terminals for credit card payments, but can also choose to integrate an e-commerce solution which would allow the Town to accept credit card payments through the Town's website.

Conclusion/Fiscal Analysis:

Each of the banks submitted complete and comprehensive proposals and their effort and time is greatly appreciated by Town staff. In the end, staff recommends awarding banking services and the TRAN financing to US Bank. By awarding banking services to US Bank the Town will save over \$17,587 in TRAN interest charges. Further, US Bank is the 5th largest commercial bank in the nation and they are highly rated because of their conservative business model and stability. Their pricing is competitive and they offer a full complement of banking services. They offer efficient banking options through secure internet systems. They offer a government specific team of bankers at a local Paradise branch who can manage our daily banking, treasury management, and funds transfer requirements.

Town of Paradise and Successor Agency to the Paradise Redevelopment Agency

Finance Department

REQUEST FOR PROPOSAL FOR BANKING SERVICES

I. INTRODUCTION

Request for Proposal (RFP). The Town of Paradise and Successor Agency to the Paradise Redevelopment Agency ("Town") are currently seeking proposals from qualified financial institutions interested in providing banking services. The Town intends to maintain all banking services with one institution in order to maximize its cash flow as well as to minimize its administrative costs. The primary objective of requesting proposals is for the Town to determine which bank can offer the highest quality of service at the most reasonable cost. This process also provides the Town the opportunity to explore alternative procedural methods that could improve its banking, cash management and customer service capabilities.

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of the RFP, if you believe that your proposed solution or services would be beneficial to the Town, we invite you to offer them. Please provide options that may create efficiencies, make improvements, and take advantage of new, applicable technologies.

This RFP does not cover treasury related investment services, such as custody and safekeeping. The investment activities of the Town will not be affected by the appointment of a banking institution to handle the Town's banking requirements.

The Town intends to establish a three-year contract, with an additional two-year renewal option. The conditions of the proposal must remain valid for a minimum contract term of three years. As a matter of policy, the Town may conduct a RFP for banking services at the end of the term. Either party may cancel the contract for any reason with 180 days written notice.

The Town of Paradise. Town of Paradise is a full service Town with over 26,000 residents. The Town provides a wide range of municipal services, including police and fire protection, community planning, building and safety, street maintenance, revitalization and onsite wastewater monitoring services. The Town is managed under the Council/Town Manager form of government. The annual operating and capital budget total approximately \$17 million with a work force of 73 full-time and 18 part-time employees.

II. PROPOSAL PROCEDURES

The Town has made every effort to include enough information within this proposal request for a bank to prepare a responsive proposal. The Town encourages banks to submit the most comprehensive and competitive proposal possible, however, each proposal should be prepared simply and economically. If additional information is required, the Town will respond promptly to questions from bank representatives and, if deemed necessary, to all proposers. The schedule of the proposal process is as follows:

- a. **Distribution of Request for Proposals.** Requests for Proposals will be mailed on **June 15, 2012** to the financial institutions:
- b. **Proposal Submission.** Proposal must be signed by an individual who is authorized to bind the financial institution to all commitments made in the RFP and received by the Town of Paradise in a sealed envelope by the RFP deadline of **5:00 P.M., July 16, 2012**, at the following address:

**Town of Paradise
Attn: Town Clerk
5555 Skyway
Paradise, CA 95969**

One (1) copy of the proposal must be submitted and the outside of the envelope marked: "**BANKING SERVICES PROPOSAL**", and if possible, please also email a PDF document of the proposal to jgutierrez@townofparadise.com. Proposals will not be opened until after the closing date and time indicated. Late submission after the deadline or proposals delivered via FAX will not be accepted.

- c. **Proposal Review.** Town staff will evaluate each proposal submitted. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times.
- d. **Notification.** The Town anticipates sending written notification to all banks regarding the outcome of the review and contract award process by **July 29, 2012**
- e. **Conversion Activities.** The approved bank will be required to coordinate with Town staff all activities necessary to ensure a smooth transition. Conversion activities will begin upon notification.
- f. **Contract Term.** The Banking Services contract will become effective on the conversion completion date for a three-year term. The contract shall provide that either party reserves the right to cancel this contract at any time with 180 days written notice.

The Town will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, the Town reserves the right to modify the proposal process and dates as deemed necessary.

III. MINIMUM QUALIFICATIONS

To be considered for selection, proposing banks must have at least the following qualifications:

1. Be a federally or State of California chartered financial institution.
2. Be a member of the Federal Reserve System.
3. Be a full service bank in good standing among other comparable banks.
4. Be capable of providing the banking services sought by the Town.
5. Have established offices within the Town of Paradise, have an alternative depository source, or same day courier service.
6. Have experience in providing banking services for other large organizations, preferably for other municipalities.
7. Be sufficiently capitalized to accommodate the Town's cash management needs.
8. Be a qualified depository for public funds.

IV. ACCOUNT DESCRIPTION

The Town requires a General Account for Town operations and one Interest Bearing Account for Successor Agency to the Paradise Redevelopment Agency purposes. The General Account is used for all cashiering, accounts payable payments, payroll, investment and money transfer activities. In order to assist you in understanding the scope and volume of the Town's banking activities, please reference Attachment 1.

Deposits. In addition to checks received by the Town, the Accounts will be utilized as designated depositories for electronic transfer deposits. The service bank must give immediate ledger credit for deposit items received during regularly scheduled banking hours whether or not the deposit items can be fully processed by the bank on the day of receipt.

Disbursements. Disbursement of funds in the custody of the Town, except for investments, direct deposit of payroll, electronic transfer of federal and state taxes and retirement system (PERS) contributions, and authorized wire transfers, are made through the issuance of checks. The Town will furnish check stock suitable to the bank's processing standards. Imprinted on the checks is the bank clearing number, name of the bank, MICR encoding for the bank ABA number, check number and any other required information.

Compensation. The Town currently pays for banking services on a compensating balance basis. The Town is willing to entertain utilizing hard dollar costs, compensating balance or a combination thereof.

V. REQUIRED SERVICES

The services required to accommodate the Town's current and anticipated banking needs are outlined as follows:

1. **Demand Account Services.** The bank must have an operation center or a correspondent bank in the Town of Paradise, or an alternative depository source such as electronic deposit, or same day courier service; be a member of the Federal Reserve System; and meet all California government codes pertaining to depository requirements.
2. **Daily Account Statements/Electronic Reporting.** The bank account transaction and balance information must be made available electronically by 8:00 a.m. PST for all Town accounts on a daily basis, via Internet interface.
3. **Monthly Account Statements.** Bank must provide, within ten working days after the last calendar day of the month, account statements, account analysis statements and return cleared items for all Town accounts or provide electronic copies of both the front and back sides of the cleared items.
4. **Federal and State Payroll Tax Payments.** The Town participates in Federal and State Electronic Fund Transfer Payment Systems. The bank must enable the Town to continue with these programs.
5. **Electronic Payments, Deposits and Transfers.** The bank must have the capability to accommodate a wide range of electronic payments, electronic deposits, money transfers, wires and ACH transactions for the transfer of funds to and from the Town's accounts. The bank should also provide the Town with a money transfer service that allows the Town to initiate wire transfers with the use of a personal computer.
6. **Payroll Direct Deposit.** The Town utilizes direct deposit services for its payroll on a bi-weekly basis. (Note: Not all employees subscribe to direct deposit.)
7. **Credit Card Services.** The bank must be able to provide credit card services. Currently, the Town accepts credit cards at various Town locations.
8. **Overdraft and Line of Credit.** The bank must provide a minimum \$300,000 Overdraft Protection, a Line of Credit or similar appropriate credit structure with the amount subject to credit review by the bank.
9. **Processing of Returned Items.** The bank must redeposit returned items due to "non sufficient funds" or "refer to maker". Items returned a second time should be forwarded to the Town on a daily basis. Indicate if returned check charges will be incurred.
10. **Custody & Investment Services.** Custody and investment services for the Town's investment portfolio are not a part of this banking services Request for Proposal.

11. **Supply Services.** The bank must provide standard banking documents and services not specifically referenced in this RFP to the Town at no cost, including but not limited to: deposit slips, deposit bags, cashier checks and endorsement stamps.
12. **Other Services.** The Town reserves the right to add other services, at a reasonable cost, during the term of the contract.

VI. OPTIONAL SERVICES

The Town may wish to consider additional services based on the availability and the associated costs, if any. If the bank desires to offer any of the following services, the proposal should so specify:

1. Positive Pay Services used to combat check fraud. The bank pays only those items with serial numbers and dollar amounts matching the Town's issue file.
2. Special account considerations for Town employees who maintain accounts at the local branch, such as no-charge or reduced-price checking accounts and home banking.
3. No-fee credit cards for business use by Town employees, subject to a selective issuance process.

VII. FORMAT AND CONTENT OF PROPOSAL

In order for Town staff to adequately compare and evaluate proposals objectively, all proposals **MUST** be submitted in accordance with the following format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested. Each proposal should be placed in book format and separated by section and tabbed in conjunction with the proposal specifications. (The page number maximums, shown below in italics, are strongly recommended maximums. However, if your bank has pre-printed information, it is not necessary to re-draft that information to comply with the page number limitation. Or, if you feel you must exceed the maximum number of pages in order to provide a complete response, please submit as necessary.)

Title Page/Cover *One printed page maximum.* Show the name of the proposing bank, its principal business address and the branch address that would serve the Town, the name of the proposer, a bank contact for questions by the Town and the date that the proposal was submitted.

Tab 1. Table of Contents. *One printed page maximum.*

Tab 2. Transmittal Letter. *Two printed pages maximum.* The letter should briefly address the bank's willingness and commitment, if selected, to provide the services, why the bank believes it should be selected and any exceptions to the services requested by the Town.

Tab 3. Bank and Staff Profile. *Five printed pages maximum.* Respond to the following sections:

- a. Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable customers. It is preferable that one of the comparable customers be a municipal agency. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.
- b. Identify the key personnel or department group assigned to the Town's account. Describe the role and responsibility of each person or group.
- c. Exceptions. List any services required by the Town that are not included in the bank's proposal.

Tab 4. Balance Reporting. *One printed page maximum.* Describe the electronic media and process by which the Town would have access to daily transaction and balance information.

Tab 5. Monthly Account Statements. *One printed page maximum.* Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.

Tab 6. Electronic Money Transfers. *One printed page maximum.* Describe the electronic money transfer services offered by the bank.

Tab 7. Payroll Direct Deposits. *One printed page maximum.* Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposits.

Tab 8. Payroll Tax Processing. *One printed page maximum.* Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

Tab 9. Credit Card Processing. *Two printed pages maximum.* Describe the electronic system(s) available to the Town for processing credit card transactions.

Tab 10. Interest Allowance/Earnings (where applicable). *One printed page maximum.* Describe the methodology that would be used to give interest earnings to the Town for bank balances in excess of required compensating balances. Provide the proposed formula to calculate interest earnings. All interest earnings for any bank account shall be credited to that account on a monthly basis.

Tab 11. Overdraft and Line of Credit. *One printed page maximum.* Describe the bank's Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.

Tab 12. Pricing. *Three printed pages maximum.* Describe the pricing for services and supplies that the bank proposes. The bank should provide a complete listing of all hard dollar costs for services. Proposals should reflect two options: (one) utilizing hard dollar costs and (two) utilizing compensating balance. An additional option may be proposed utilizing a combination thereof. Include a pro forma detailed monthly billing statement as part of this section. (*Pricing schedules and billing statements are not included as part of the page maximum for this section*). Indicate if the bank will cap or propose a flat monthly

service fee based on information provided by the Town in this RFP. Pricing must include all three General Accounts, as well as other limited activity accounts that may be required by the Town during the term of the agreement.

Tab 13. Pricing Adjustments. *One printed page maximum.* Prices are to remain constant for the three years of the contract. (If the bank's proposed pricing is based on the activity levels of the Town's accounts, the basis for determining the pricing must remain constant for these years of the contract.) For subsequent years, indicate what process the bank proposes for price increases, if any. Bank may propose an annual adjustment to prices either on a fixed percentage basis or on a variable percentage based on the increase in a nationally recognized index. Indicate if there is maximum percentage increase applicable.

Tab 14. Conversion Plan. *If applicable.* Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.

Tab 15. Service Enhancements. *Three printed pages maximum.* Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider to improve operational or cash management efficiencies.

Tab 16. Other Information. *Three printed pages maximum.* Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.

VIII. EVALUATION OF PROPOSALS

The proposals will be evaluated by Town Staff directly and indirectly responsible for administering the Town's banking activities. The Town, at its sole discretion, will determine whether to hold discussions with the proposers who are in a "competitive range" or to recommend that the contract be awarded without discussion on the basis of the proposal submitted. The evaluation criteria will include the following:

1. **Conformity to RFP Specifications.** The proposal must be received by the Town by the due date specified in this proposal. It is the responsibility of the bank to ensure proper submission and timely delivery of all required material.
2. **Responsiveness to RFP.** The quality of the proposal, i.e. did the bank demonstrate a good understanding of the Town's needs and respond in a comprehensive manner?
3. **Comprehensiveness of Services Provided.** The Town's evaluation of the overall capabilities of the bank to meet the required service levels described in this RFP.
4. **Related Experience.** The bank's related experience in providing services comparable to the Town's needs.

5. **Account Analysis.** The quality of the bank's standard account analysis statement.
6. **Conversion Plan.** The thoroughness of the conversion plan to ensure a smooth transition.
7. **Charges for Services.** The amount of the standard charges, proposed pricing increases in subsequent years and the concession pricing structure being proposed.
8. **Service Enhancements.** The bank's efforts to understand the Town's banking needs and goals and the creativity the bank shows in introducing new technologies and efficiencies to the Town to improve current practices and procedures.
9. **Other Factors.** Any other factors that the Town believes would be in the best interest of the Town to consider which were not previously described.

IX. FINAL COMMENTS

The Town reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposing banks. By requesting proposals, the Town is in no way obligated to award a contract or pay expenses of the proposing banks in connection with the preparation or submission of a proposal.

Contained within this RFP is confidential information regarding the Town's banking activities, and it is the responsibility of the bank receiving the RFP to ensure that the confidentiality of the information remains protected.

The Town's decision to award a contract will be based on many factors including but not limited to service, cost, and innovation. Although cost will be a significant factor, it will not be the sole determining factor in the final decision to award.

The successful bidder will be required to sign the Town of Paradise's Standard Service Agreement, which will be revised to accommodate the terms agreed upon between the Town and the bank.

The Town truly appreciates the effort all the banks and their respective staffs will put forth in responding to the Banking Services Request for Proposal for the Town of Paradise.

Request for additional information or assistance relative to the Request for Proposal should be directed to: **Gina Will, Finance Director/Town Treasurer, (530) 872-6212 or gwill@townofparadise.com.**

ATTACHMENT 1

Merchant Service Volume Activity

April 1, 2011 - March 31, 2012

	<u>Transactions</u>	<u>Value</u>
Twelve month average	89	\$ 13,931
Visa twelve month average	70	\$ 8,480
Master Card twelve month average	14	\$ 2,566
American Express twelve month average	5	\$ 2,885

General Account

April 1, 2011 – March 31, 2012

	<u>Transactions</u>	<u>Value</u>
Twelve month average ledger balance		\$ 634,617
Twelve month average deposits	345	\$ 1,708,256
Twelve month average checks	218	\$ 530,013
Twelve month average other debits	15	\$ 1,687,505

Interest Bearing Successor Agency to the Paradise Redevelopment Agency

April 1, 2011 – March 31, 2012

	<u>Transactions</u>	<u>Value</u>
Twelve month average ending balance		\$ 227,861
Twelve month average deposits	7	\$ 52,169
Twelve month average checks	0	\$ 833
Twelve month average other debits	2	\$ 56,440

Town of *Paradise*

TOWN OF PARADISE BANKING SERVICES PROPOSAL

JPMorgan Chase Bank, N.A. ("Chase") is a subsidiary of JPMorgan Chase & Co. The executive offices of the bank are located at 270 Park Avenue, New York, NY 10017.

The local branch, Paradise Clark Road is located at 6669 Clark Road, Paradise, CA.

Darby Holmes will be the Town's dedicated Relationship Manager and Banker.

4741 Madison Ave
Sacramento, CA 95841
916-338-8532

STRICTLY PRIVATE AND CONFIDENTIAL

Disclaimer

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by JPMorgan Chase Bank, N.A. or one of its banking affiliates ("Chase"). Chase is a subsidiary of JPMorgan Chase & Co. This document contains information which is confidential and proprietary to Chase, that may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Neither this document nor any of its contents may be used for any other purpose without the prior written consent of Chase. Chase makes no representations as to the legal, regulatory, tax or accounting implications of the matters referred to in this document.

Chase is the marketing name for Retail Financial Services, Business Banking and other commercial lending and deposit services activities. All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax and credit due diligence. Chase does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any agreement or pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services hereunder for the needs and requirements of its business.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and Chase. Chase also requires execution of all applicable product and service agreements.

This document may contain information that is confidential and/or proprietary to Chase and JPMorgan Chase & Co. Such information may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by Chase.

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Chase Proforma Analysis

ADP Tax Services Information

Introduction

Request for Proposal (RFP). The Town of Paradise and Successor Agency to the Paradise Redevelopment Agency ("Town") are currently seeking proposals from qualified financial institutions interested in providing banking services. The Town intends to maintain all banking services with one institution in order to maximize its cash flow as well as to minimize its administrative costs. The primary objective of requesting proposals is for the Town to determine which bank can offer the highest quality of service at the most reasonable cost. This process also provides the Town the opportunity to explore alternative procedural methods that could improve its banking, cash management and customer service capabilities.

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of the RFP, if you believe that your proposed solution or services would be beneficial to the Town, we invite you to offer them. Please provide options that may create efficiencies, make improvements, and take advantage of new, applicable technologies.

This RFP does not cover treasury related investment services, such as custody and safekeeping. The investment activities of the Town will not be affected by the appointment of a banking institution to handle the Town's banking requirements.

The Town intends to establish a three-year contract, with an additional two-year renewal option. The conditions of the proposal must remain valid for a minimum contract term of three years. As a matter of policy, the Town may conduct a RFP for banking services at the end of the term. Either party may cancel the contract for any reason with 180 days written notice.

The Town of Paradise. Town of Paradise is a full service Town with over 26,000 residents. The Town provides a wide range of municipal services, including police and fire protection, community planning, building and safety, street maintenance, revitalization and onsite wastewater monitoring services. The Town is managed under the Council/Town Manager form of government. The annual operating and capital budget total approximately \$17 million with a work force of 73 full-time and 18 part-time employees.

PROPOSAL PROCEDURES

The Town has made every effort to include enough information within this proposal request for a bank to prepare a responsive proposal. The Town encourages banks to submit the most comprehensive and competitive proposal possible, however, each proposal should be prepared simply and economically. If additional information is required, the Town will respond promptly to questions from bank representatives and, if deemed necessary, to all proposers. The schedule of the proposal process is as follows:

- a. Distribution of Request for Proposals. Requests for Proposals will be mailed on June 15, 2012 to the financial institutions:*
- b. Proposal Submission. Proposal must be signed by an individual who is authorized to bind the financial institution to all commitments made in the RFP and received by the Town of Paradise in a sealed envelope by the RFP deadline of 5:00 P.M., July 16, 2012, at the following address:*

*Town of Paradise
Attn: Town Clerk
5555 Skyway
Paradise, CA 95969*

One (1) copy of the proposal must be submitted and the outside of the envelope marked: "BANKING SERVICES PROPOSAL", and if possible, please also email a PDF document of the proposal to jgutierrez@townofparadise.com. Proposals will not be opened until after the closing date and time indicated. Late submission after the deadline or proposals delivered via FAX will not be accepted.

- c. Proposal Review. Town staff will evaluate each proposal submitted. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times.*
- d. Notification. The Town anticipates sending written notification to all banks regarding the outcome of the review and contract award process by July 29, 2012*
- e. Conversion Activities. The approved bank will be required to coordinate with Town staff all activities necessary to ensure a smooth transition. Conversion activities will begin upon notification.*
- f. Contract Term. The Banking Services contract will become effective on the conversion completion date for a three-year term. The contract shall provide that either party reserves the right to cancel this contract at any time with 180 days written notice.*

The Town will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, the Town reserves the right to modify the proposal process and dates as deemed necessary.

MINIMUM QUALIFICATIONS

To be considered for selection, proposing banks must have at least the following qualifications:

- 1. Be a federally or State of California chartered financial institution.*
- 2. Be a member of the Federal Reserve System.*
- 3. Be a full service bank in good standing among other comparable banks.*
- 4. Be capable of providing the banking services sought by the Town.*
- 5. Have established offices within the Town of Paradise, have an alternative depository source, or same day courier service.*
- 6. Have experience in providing banking services for other large organizations, preferably for other municipalities.*
- 7. Be sufficiently capitalized to accommodate the Town's cash management needs.*
- 8. Be a qualified depository for public funds.*

ACCOUNT DESCRIPTION

The Town requires a General Account for Town operations and one Interest Bearing Account for Successor Agency to the Paradise Redevelopment Agency purposes. The General Account is used for all cashiering, accounts payable payments, payroll, investment and money transfer activities. In order to assist you in understanding the scope and volume of the Town's banking activities, please reference Attachment 1.

Deposits. In addition to checks received by the Town, the Accounts will be utilized as designated depositories for electronic transfer deposits. The service bank must give immediate ledger credit for deposit items received during regularly scheduled banking hours whether or not the deposit items can be fully processed by the bank on the day of receipt.

Disbursements. Disbursement of funds in the custody of the Town, except for investments, direct deposit of payroll, electronic transfer of federal and state taxes and retirement system (PERS) contributions, and authorized wire transfers, are made through the issuance of checks. The Town will furnish check stock suitable to the bank's processing standards. Imprinted on the checks is the bank clearing number, name of the bank, MICR encoding for the bank ABA number, check number and any other required information.

Compensation. The Town currently pays for banking services on a compensating balance basis. The Town is willing to entertain utilizing hard dollar costs, compensating balance or a combination thereof.

REQUIRED SERVICES

The services required to accommodate the Town's current and anticipated banking needs are outlined as follows:

1. *Demand Account Services. The bank must have an operation center or a correspondent bank in the Town of Paradise, or an alternative depository source such as electronic deposit, or same day courier service; be a member of the Federal Reserve System; and meet all California government codes pertaining to depository requirements.*

Chase has a branch in the Town of Paradise. Please refer to Tab 16 for Chase Quick Deposit information.

2. *Daily Account Statements/Electronic Reporting. The bank account transaction and balance information must be made available electronically by 8:00 a.m. PST for all Town accounts on a daily basis, via Internet interface.*

Please refer to Tab 4.

3. *Monthly Account Statements. Bank must provide, within ten working days after the last calendar day of the month, account statements, account analysis statements and return cleared items for all Town accounts or provide electronic copies of both the front and back sides of the cleared items.*

Please refer to Tab 5.

4. *Federal and State Payroll Tax Payments. The Town participates in Federal and State Electronic Fund Transfer Payment Systems. The bank must enable the Town to continue with these programs.*

Please refer to Tab 16.

5. *Electronic Payments, Deposits and Transfers. The bank must have the capability to accommodate a wide range of electronic payments, electronic deposits, money transfers, wires and ACH transactions for the transfer of funds to and from the Town's accounts. The bank should also provide the Town with a money transfer service that allows the Town to initiate wire transfers with the use of a personal computer.*

Please refer to Tab 6.

6. *Payroll Direct Deposit. The Town utilizes direct deposit services for its payroll on a bi-weekly basis. (Note: Not all employees subscribe to direct deposit.)*

Please refer to Tab 7.

7. *Credit Card Services. The bank must be able to provide credit card services. Currently, the Town accepts credit cards at various Town locations.*

Please refer to Tab 9.

8. *Overdraft and Line of Credit. The bank must provide a minimum \$300,000 Overdraft Protection, a Line of Credit or similar appropriate credit structure with the amount subject to credit review by the bank.*

Please refer to Tab 11.

9. *Processing of Returned Items. The bank must redeposit returned items due to "non sufficient funds" or "refer to maker". Items returned a second time should be forwarded to the Town on a daily basis. Indicate if returned check charges will be incurred.*

Please refer to Tab 16.

10. *Custody & Investment Services. Custody and investment services for the Town's investment portfolio are not a part of this banking services Request for Proposal.*

Agreed.

11. *Supply Services. The bank must provide standard banking documents and services not specifically referenced in this RFP to the Town at no cost, including but not limited to: deposit slips, deposit bags, cashier checks and endorsement stamps.*

Please refer to Tab 12.

12. *Other Services. The Town reserves the right to add other services, at a reasonable cost, during the term of the contract.*

Please refer to Tab 12.

OPTIONAL SERVICES

The Town may wish to consider additional services based on the availability and the associated costs, if any. If the bank desires to offer any of the following services, the proposal should so specify:

1. *Positive Pay Services used to combat check fraud. The bank pays only those items with serial numbers and dollar amounts matching the Town's issue file.*
2. *Special account considerations for Town employees who maintain accounts at the local branch, such as no-charge or reduced-price checking accounts and home banking.*
3. *No-fee credit cards for business use by Town employees, subject to a selective issuance process.*

Please refer to Tab 16 for Optional Services information.

EVALUATION OF PROPOSALS

The proposals will be evaluated by Town Staff directly and indirectly responsible for administering the Town's banking activities. The Town, at its sole discretion, will determine whether to hold discussions with the proposers who are in a "competitive range" or to recommend that the contract be awarded without discussion on the basis of the proposal submitted. The evaluation criteria will include the following:

- 1. Conformity to RFP Specifications. The proposal must be received by the Town by the due date specified in this proposal. It is the responsibility of the bank to ensure proper submission and timely delivery of all required material.*
- 2. Responsiveness to RFP. The quality of the proposal, i.e. did the bank demonstrate a good understanding of the Town's needs and respond in a comprehensive manner?*
- 3. Comprehensiveness of Services Provided. The Town's evaluation of the overall capabilities of the bank to meet the required service levels described in this RFP.*
- 4. Related Experience. The bank's related experience in providing services comparable to the Town's needs.*
- 5. Account Analysis. The quality of the bank's standard account analysis statement.*
- 6. Conversion Plan. The thoroughness of the conversion plan to ensure a smooth transition.*
- 7. Charges for Services. The amount of the standard charges, proposed pricing increases in subsequent years and the concession pricing structure being proposed.*
- 8. Service Enhancements. The bank's efforts to understand the Town's banking needs and goals and the creativity the bank shows in introducing new technologies and efficiencies to the Town to improve current practices and procedures.*
- 9. Other Factors. Any other factors that the Town believes would be in the best interest of the Town to consider which were not previously described.*

FINAL COMMENTS

The Town reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposing banks. By requesting proposals, the Town is in no way obligated to award a contract or pay expenses of the proposing banks in connection with the preparation or submission of a proposal.

Contained within this RFP is confidential information regarding the Town's banking activities, and it is the responsibility of the bank receiving the RFP to ensure that the confidentiality of the information remains protected.

The Town's decision to award a contract will be based on many factors including but not limited to service, cost, and innovation. Although cost will be a significant factor, it will not be the sole determining factor in the final decision to award.

The successful bidder will be required to sign the Town of Paradise's Standard Service Agreement, which will be revised to accommodate the terms agreed upon between the Town and the bank. If Chase is the successful bidder, the Standard Service Agreement shall incorporate and be consistent with this RFP response and with the bank's standard terms and conditions for the services provided. The Agreement shall also be subject to further review and approval by Chase in-house legal counsel.

The Town truly appreciates the effort all the banks and their respective staffs will put forth in responding to the Banking Services Request for Proposal for the Town of Paradise.

Request for additional information or assistance relative to the Request for Proposal should be directed to: Gina Will, Finance Director/Town Treasurer, (530) 872-6212 or gwill@townofparadise.com.

Tab 2 - Transmittal Letter

Tab 2. Transmittal Letter. Two printed pages maximum. The letter should briefly address the bank's willingness and commitment, if selected, to provide the services, why the bank believes it should be selected and any exceptions to the services requested by the Town.

Joanna Gutierrez
Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969

RE: Transmittal Letter: Request for Proposal for Banking Services

Dear Ms. Gutierrez,

JPMorgan Chase Bank, N.A. ("Chase") is pleased to have the opportunity to respond to the Request for Proposal for Banking Services submitted by the Town of Paradise. We look forward to forming a partnership with the Town of Paradise and will work diligently with you to implement a solution that meets your needs.

JPMorgan Chase & Co. is a leading global financial services firm with assets of \$2.1 trillion. JPMorgan Chase & Co. has its corporate headquarters in New York and its U.S. retail financial services in Chicago. Under the Chase, JPMorgan, and JPMorgan Chase brands, we serve millions of consumers in the United States and many of the world's most prominent corporate, institutional and government clients.

Chase, as a recognized leader, offers a full line of banking services. The Town of Paradise would receive a technologically superior, expandable product solution. Through our economies of scale we can offer competitive prices, as well as innovative ideas to help the Town of Paradise control costs.

Sincerely,



Darby Holmes
Vice President/Relationship Manager

Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable customers. It is preferable that one of the comparable customers be a municipal agency. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.

- City of Aliso Viejo Gina Tharani (949) 425-2520
- Sacramento County Parks & Recreation Jenn Wilson (916) 381-0247

Chase has a local team dedicated to handling the relationship with the Town of Paradise. This team is experienced in all aspects of cash management and is committed to working with the Town of Paradise to ensure the proper solution is designed, implemented and managed successfully. Chase has all the tools of the worldwide leader in the financial services industry with the local dedication to your accounts.

Darby Holmes
Relationship Manager
916-338-8532
866-914-3709 Fax
darby.holmes@chase.com

Natasha Demchuk
Client Service Professional
916-338-8510
866-789-0863 Fax
natasha.demchuk@chase.com

Katie Huff
Cash Management Consultant
916-338-8515
916-673-3797 Fax
katie.r.huff@chase.com

The closest Chase Branch Location is **Paradise Clark Road**, located at 6669 Clark Road, Paradise, CA.

Exceptions. List any services required by the Town that are not included in the bank's proposal.

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Tab 4 - Balance Reporting.

One printed page maximum. Describe the electronic media and process by which the Town would have access to daily transaction and balance information.

JPMorgan ACCESS will provide the Town of Paradise with a secure, reliable, single point of access to a wide range of Cash Management Services and account information products via the Internet. Modular systems like JPMorgan ACCESS can be deployed to meet the Town of Paradise's specific Cash Management needs and can be modified to allow access to multiple products as the Town of Paradise's needs evolve. You will be able to view timely information, initiate transactions, and make inquiries through one consolidated window. The JPMorgan ACCESS portal integrates the various Cash Management Services information delivery, investment and transaction services, and inquiry tools in a seamless environment. These include Account Transfers, ACH Initiation, Funds Transfer, and Payables Web Services, our online account reconciliation service that includes check inquiry, stop payments, positive pay, reconciliation reporting, check print, and online check imaging capability.

The Town of Paradise will have a complete range of Cash Management services available through JPMorgan ACCESS, as shown below.

The Town of Paradise can use JPMorgan ACCESS to:

- Simplify daily disbursement activities by executing and monitoring your check transactions around the clock with access to prior day information by 7:00 a.m. CT
- View and print check images
- Add new check file uploads
- Download cleared check information and images
- Initiate and track wire payments
- Initiate and inquiry ACH payments including direct deposit of payroll
- Initiate internal transfers between the Town of Paradise accounts in real-time
- Print monthly statements
- Place stop payments

With an online system like JPMorgan ACCESS, the Town of Paradise will have the flexibility of assigning multiple users to the system while maintaining security features such as dual authorization capability and by account access restrictions. The Town of Paradise will choose its own Security Administrators (SAs). The SAs will be able to manage the Town of Paradise users and their access. There is no limit to the number of users that can access the application simultaneously.

JPMorgan ACCESS users will have access to comprehensive information, including current-day, prior-day and historical data for managing daily cash flows. The cash position of accounts held by us and other financial institutions worldwide in any currency can be viewed in an online, secure environment. The system offers a standard 45 calendar days of account balance and transaction data, with either 90 calendar days or one year stored upon request. Prior-day information is provided by 7:00 a.m. local time.

Tab 5 - Monthly Account Statements

One printed page maximum. Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.

Bank Account Statements

Bank statements are sent within 5 business days after the cut-off date, which can be the end of the month. The Town will receive monthly statements for each account from Chase. These reports provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement then provides a detailed chronological listing of all credit transactions detailed chronological listing of debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.

Chase's monthly account statements are available via secure Internet delivery thereby providing the Town with comprehensive reporting in the most timely and efficient manner. Our Internet statements are identical to the paper statements mailed to clients and are available within 2 - 3 business days after the statement cutoff date.

Chase's monthly statements include all transactions posted to the account including all checks paid by check number with paid amount. Internet statements also include images of checks paid during the statement cycle. Correction entries made by Chase will be included on the statement as well.

Account Analysis Statements

The account analysis is generated, printed and mailed within eight to ten business days after the close of the billing cycle via standard U.S. Postal Service delivery.

Chase provides a review of all services used during the month, product volumes and the resulting service charge and balance equivalent. Based on the account balances, customers can earn a credit allowance. If the average balances support the activity, then the earnings credit allowance offsets the service charge. When balances are not sufficient to support activity, the difference is charged and reported on the monthly bank statement.

The Analysis statement captures a monthly and average year-to-date summary of the customer's balances, services charges and earning allowance. Customers can receive their Account Analysis via a paper statement and/or electronically. The electronic delivery channel allows the customer to receive, view, export and print Account Analysis statements directly from a computer using Windows software.

Tab 6 - Electronic Money Transfers.

One printed page maximum. Describe the electronic money transfer services offered by the bank.

Transfer money in U.S. dollars or other eligible currencies, both in the U.S. and abroad through our Chase Online or JPMorgan ACCESS services. Plus, you can also initiate wires through our US Dollar Clearing product's phone initiation feature.

Chase offers several services through Chase Online and JPMorgan ACCESS. These include:

Chase Online Wire Transfer Service (Domestic and International) - Your business will be able to move money in U.S. dollars safely and easily to any eligible bank account in the U.S. and abroad through your Chase Online account. There is no additional software required: all you need is the name and account number of the intended recipient.

Chase Online Foreign Exchange (FX) - With our FX for Chase Online, your business will be able to send wires in U.S. dollars or other eligible currencies to eligible domestic or international recipients. Plus, our FX services can expedite the collection of funds on foreign-denominated checks and checks drawn on foreign banks using our competitive terms and foreign exchange rates. What's more you will be able to make timely and secure international payments easily and securely.

JPMorgan ACCESS Funds Transfer Initiation (FTI) and Reporting - Your business will be able to initiate domestic wire transfers to make payments across the country and around the world through JPMorgan ACCESS. Businesses with higher transaction volumes can import transactions for easy approval and release. Plus, save time and resources by building templates for recurring transactions.

JPMorgan ACCESS Foreign Exchange and Funds Transfer - Our FX FTI is an add-on to our JPMorgan ACCESS FTI module, and is designed to meet the foreign exchange needs of your business. Through our Internet-based platform, your business will be able to receive real-time rates, process foreign exchange payments and receipts, manage your cash flow and execute trades.

US Dollar Clearing Phone Initiation - Our US Dollar Clearing product allows businesses to initiate wires and repetitive wires in US dollars via the telephone using a PIN. This gives businesses the option to use phone initiation as a backup or contingency method, should the need arise.

Tab 7 - Payroll Direct Deposits

One printed page maximum. Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposits.

Our automated clearing house (ACH) direct deposit services offer you an efficient, reliable alternative to using traditional paper checks for payroll, T&E, annuities, pensions and dividend payouts. You avoid having to dedicate the enormous amount of time and resources typically required to process, distribute and reconcile multiple checks.

Employees and recipients will appreciate quicker access to their money, as they no longer need to deposit or cash checks at a bank or check-cashing facility to receive their funds.

How it Works

You can begin using our ACH direct deposit services once your employees or other recipients authorize you to make electronic payments to their checking or savings account.

Simply send us your electronic payment data and we will process this information per your scheduled delivery date - crediting your recipients' accounts and debiting the payout amount from your business account held with us. This typically occurs within 2 business days after the file is submitted.

We deposit the total amount you specify electronically into the recipient's checking or savings account. All transactions pass through our ACH system - the electronic link between your direct deposit system and your employees' banks. In addition, your employees receive a record of payments on their bank account statements online or via traditional mail.

Payment initiation options

Choose from several methods for submitting your payment data to us including: direct file transmission, secure browser-based transaction creation, and initiation via our Internet portal.

We recommend that payroll and other large batch files are submitted at least 2 business days prior to the settlement date. The cut-off time for ACH files to be received is 9:00 PM Central Time 2 days prior to the deposit credit date. For a Friday payroll, for example, the file should be submitted by 9:00 PM Central Time on Wednesday.

Improved control and security

Our services are easy to use, quick to implement and offer improved control and reduced risk. Employees can never misplace their paychecks and can divert deposited funds to multiple accounts. You reduce risk of third-party payment fraud by using our secure in-house processing capabilities and can disburse funds for a variety of purposes. For Town of Paradise employees who do not have/use a checking account, we offer the Chase Payroll Card. Payroll Card is a cost effective way to disburse payroll payments using direct deposit via the ACH network. We have been providing payroll debit card services for over 19 years.

Tab 8 - Payroll Tax Processing

One printed page maximum. Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

Chase partners with Automatic Data Processing (ADP®), a leading provider of payroll services. In addition to payroll capabilities, ADP offers human resources, tax and benefits administration solutions.

With ADP handling these functions, you will also be positioned to help minimize tax obligation challenges and state unemployment insurance costs by avoiding penalties associated with ever changing tax laws and payroll reporting.

Additionally, ADP TAXServices is one of the industry's most comprehensive suites of payroll tax compliance solutions, with options for every business need:

- A service bureau looking for a powerful tool to support clients
- A company seeking support for an in-house payroll tax filing process
- A business wanting to outsource the payroll tax filing and payment process

ADP has deep domain expertise in payroll tax compliance, and a history of building solid working relationships with clients and tax agencies. By keeping track of regulatory requirements and changes and helping you to remain in compliance, you will have the ability to focus more upon core business activities.

Please see attached brochure for additional information regarding ADP's Payroll tax processing. Pricing for ADP products and services will be made available on request.

Tab 9 - Credit Card Processing

Two printed pages maximum. Describe the electronic system(s) available to the Town for processing credit card transactions.

Chase Paymentech is the payment processing and merchant acquiring business of JPMorgan Chase & Co. (NYSE: JPM). The company's proprietary platforms enable integrated solutions for all payment types, including credit, debit, prepaid stored value and electronic check processing; as well as digital, alternative and mobile payment options. Chase Paymentech uniquely combines proven payment technology with a long legacy of merchant advocacy that creates quantifiable value for companies large and small. In 2011, Chase Paymentech processed more than 24 billion transactions with a value exceeding \$553 billion, including an estimated half of all global Internet transactions. In addition to the ability to authorize transactions in more than 130 currencies, the company provides business analytics and information services, fraud detection and data security solutions.

Paymentech's products and services support a variety of point-of-sale (POS) and card-not-present (CNP) environments, while providing exceptional security and reliability. We offer a full spectrum of payment solutions for our merchants and operate as a preferred provider across a variety of payment channels.

Payment Types

- All major credit, debit and stored value cards
- eCheck solutions

Methods of Payment

- PayPal®
- Bill Me Later®
- Green Dot®
- Private label cards
- Electronic benefit transfer (EBT) cards

Point-of-Sale Solutions

- Short and long range wireless
- High speed (IP) terminals
- Dial-only terminals
- PC-based solutions
- PIN pad options
- Data Management Solutions

Tab 10 - Interest Allowance/Earnings

One printed page maximum. Describe the methodology that would be used to give interest earnings to the Town for bank balances in excess of required compensating balances. Provide the proposed formula to calculate interest earnings. All interest earnings for any bank account shall be credited to that account on a monthly basis.

Earnings Credit Allowance is the credit allowed as compensation for services provided. The value of balances maintained during the analysis period, which can be used to offset balance compensable service charges:

- FORMULA: Avg. Investable Balance x ECR x Actual Days in Cycle / Actual Days in Year = Earnings Credit Allowance
- EXAMPLE: $\$634,617 \times 0.0055 \times 30 / 365 = \286.88

We recommend an analysis checking account with Earnings Credit Allowance (ECR). The ECR is based on prevailing market and competitive rate conditions plus an additional 20 basis points. Currently, the ECR would be .55% paid monthly on your average checking account balances (for average checking balances of over \$100,000).

Tab 11 - Overdraft and Line of Credit

One printed page maximum. Describe the bank's Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.

Overdraft and Line of Credit. The bank must provide a minimum \$300,000 Overdraft Protection, a Line of Credit or similar appropriate credit structure with the amount subject to credit review by the bank.

Chase will be pleased to consider a line of credit request made by the Town. However, such request will be subject to separate credit review and approval by Chase, and will also be contingent on Chase performing due diligence in connection with such request in accordance with its standard policies and procedures. Rates will be provided at the time of the request.

Overdrafts are subject to the credit policy of Chase and will be evaluated on a case-by-case basis. Overdrafts may be paid and waived, with a negative collected fee assessed on analysis at Chase's then current prime rate. Daylight overdrafts may be paid at Chase's discretion without charge.

Overdraft activity within the business deposit accounts is monitored by the Relationship Manager and his support staff. Additionally, Chase has several solutions available to provide automatic overdraft protection.

Chase Business Line of Credit: This credit related product can be linked to the various business accounts to automatically sweep funds from the line of credit to the deposit account(s) when necessary. Subject to separate credit review and approval.

Chase Flexible Rewards Select Business Card: The Corporate Liability Card can also be linked to the deposit accounts to provide automatic overdraft protection.

Chase Business Savings Account: A Chase Business Savings Account can also be linked to the various checking accounts for automatic transfer of collected funds for overdraft protection.

Tab 12 - Pricing

Three printed pages maximum. Describe the pricing for services and supplies that the bank proposes. The bank should provide a complete listing of all hard dollar costs for services. Proposals should reflect two options: (one) utilizing hard dollar costs and (two) utilizing compensating balance. An additional option may be proposed utilizing a combination thereof. Include a pro forma detailed monthly billing statement as part of this section. (Pricing schedules and billing statements are not included as part of the page maximum for this section). Indicate if the bank will cap or propose a flat monthly service fee based on information provided by the Town in this RFP. Pricing must include all three General Accounts, as well as other limited activity accounts that may be required by the Town during the term of the agreement.

Please refer to the Chase Proforma Analysis attached.

Supply Services. The bank must provide standard banking documents and services not specifically referenced in this RFP to the Town at no cost, including but not limited to: deposit slips, deposit bags, cashier checks and endorsement stamps.

Chase is aware of the costs associated with changing banking institutions. As such, the Bank is offering a one-time credit totaling \$500.00 to the Town upon award of the contract and the opening of accounts. This credit is available for 90 days after opening the checking account(s). These funds are available for the purchase of banking supplies through the bank (i.e. deposit slips, checks, deposit bags, deposit stamps, etc.). After the credit has been applied to purchases, all supplies are available for purchase from the bank at its cost.

Other Services. The Town reserves the right to add other services, at a reasonable cost, during the term of the contract.

Pricing for additional services and products requested during the contract term will be negotiated upon request for such services.

Tab 13 - Pricing Adjustments

One printed page maximum. Prices are to remain constant for the three years of the contract. (If the bank's proposed pricing is based on the activity levels of the Town's accounts, the basis for determining the pricing must remain constant for these years of the contract.) For subsequent years, indicate what process the bank proposes for price increases, if any. Bank may propose an annual adjustment to prices either on a fixed percentage basis or on a variable percentage based on the increase in a nationally recognized index. Indicate if there is maximum percentage increase applicable.

Please review proposed pricing in the attached Chase Proforma Analysis.

Tab 14 - Conversion Plan

Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.

From our initial consultation through post-implementation follow-up, we use an established project flow and framework.



Your implementation consultant works with you to validate the solutions you have requested, establishes timelines for implementation and then coordinates with the necessary teams across your organization and ours.

Your implementations consultant is responsible for:

- Forwarding new account documentation, product questionnaires, file specifications, startup packet(s) and client procedure manuals to the client
- Contacting the client's designated representative(s) to complete all required documentation and determine specific product instructions
- Opening required accounts
- Ordering necessary depository supplies
- Coordinating with operations to make sure all products are set up to the client's specifications
- Coordinating any necessary file testing and transmission testing which includes;
 - Transmission options review and setup
 - File testing & File security
 - Ensuring that all test results are reported to appropriate individuals
 - Ensuring that all reports and elements of file testing and processing are examined
 - Updating all parties on progress
- Providing and required training or other assistance as needed
- Monitoring initial depository activity and confirming all depository products are working as expected
- Coordinating the hand-off to the Relationship Manager or Client Service Professional for ongoing servicing

Depository products can be implemented in as little as 2 weeks with some setups taking up to 4 weeks. The timeline is heavily dependant on client commitment, contingent on the client's ability to successfully send/receive any required file(s), whether the client uses ACH to clear items and the connectivity solution. Complex and/or large implementations may take longer than 4 weeks.

Tab 15 - Service Enhancements

Three printed pages maximum. Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider to improve operational or cash management efficiencies.

See Tab 16.

Tab 16 - Other Information

Three printed pages maximum. Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.

Demand Account Services. The bank must have an operation center or a correspondent bank in the Town of Paradise, or an alternative depository source such as electronic deposit, or same day courier service; be a member of the Federal Reserve System; and meet all California government codes pertaining to depository requirements.

Chase Quick Deposit is an end-to-end hardware, software and processing solution for eliminating paper check payments at branch locations, drop boxes, and internal retail and consumer lockboxes. To use Chase Quick Deposit, Town needs a high-speed Internet connection, a desktop check scanner and a Windows-based PC.

The Chase Quick Deposit workflow is as follows:

- Town self-enrolls in Chase Quick Deposit and begins scanning checks in as few as two business days after enrollment.
- Town scans images of checks and transmits them electronically for clearing.
- Chase Quick Deposit accepts checks drawn on U.S. financial institutions, as well as business, government and consumer checks, U.S. Postal Money Orders, Western Union® Money Orders, demand drafts, government warrants, etc.
- All transmissions are conducted through secure HTTP protocols employing 128-bit encryption.
- Chase provides same-day ledger credit for checks received by the 11:00 p.m. deadline.
 - Check images are typically available at the image archive immediately after a deposit is submitted. Chase maintains Chase Quick Deposit images in an online repository for up to seven years for On-Us checks and five years for transit checks. The Bank maintains check images in an archive for online access. Checks already scanned for deposit in the past 14 days are identified at scan time.
 - Town can remove a suspected duplicate check from the deposit or choose to continue to deposit it.
- Chase Quick Deposit maintains detailed deposit history reports that Town can easily download for import into an ERP accounting system.
- The Chase Quick Deposit demo can be viewed online at:
<https://www.chase.com/online/commercial-bank/solutions-quickdeposit.htm#> The demo shows the Quick Deposit product through Chase Online.

Federal and State Payroll Tax Payments. The Town participates in Federal and State Electronic Fund Transfer Payment Systems. The bank must enable the Town to continue with these programs.

Tax Payment Services (TPS) allows clients to make business tax payments, including federal, state and municipal tax payments, by using a touchtone telephone or Internet browser. By accessing the Web or making a phone call and following simple voice prompts, clients can avoid the time-consuming process of completing forms, writing checks and making unnecessary visits to the banking center. In addition, TPS allows clients to be fully compliant with government mandates for electronic filing without giving the government access to their account numbers or funds. A client who is set up to initiate payments via touchtone phone will have access to Web payment initiation using the same access code and password. TPS is a stand-alone application that serves clients of all sizes in all U.S. markets.

How it works

Designate a demand deposit account (DDA) from which to fund your tax payments. We will work with you to establish your Tax Payment Services profile, providing you with the necessary access code(s) and password(s) for making payments quickly and securely online or by phone. You can initiate payments up to 6 p.m. ET for next business day settlement.

- **Online payments** - Simply log in to the Tax Payment Services Web site through your PC. Intuitive drop down menus save time by providing easy access to key information and functionality. Select the tax type, and then fill in the payment amount, payment due date and any other required fields. Tax Payment Services only shows you the fields you need to complete. It then formats the payment and forwards it to the appropriate agency.
- **Telephone payments** - Call our toll-free number with a touchtone phone and sign in with your access code and password. Voice prompts guide you every step of the way, allowing you to initiate payments up to 30 calendar days prior to the tax due date.

Processing of Returned Items. The bank must redeposit returned items due to "non sufficient funds" or "refer to maker". Items returned a second time should be forwarded to the Town on a daily basis. Indicate if returned check charges will be incurred.

Return items can be automatically redeposited if they have been returned for a reason that is eligible for redeposit, such as Not Sufficient Funds (NSF). Return items can be redeposited one time. Re-presented check entry (RCK) allows up to 2 redeposits if an item is eligible. The redeposits can occur one time by paper and another by ACH, or through 2 ACH presentments with no paper redeposit.

The Town may wish to consider additional services based on the availability and the associated costs, if any. If the bank desires to offer any of the following services, the proposal should so specify:

Positive Pay Services used to combat check fraud. The bank pays only those items with serial numbers and dollar amounts matching the Town's issue file.

We offer one of the most complete Positive Pay offerings in the industry. Our Positive Pay suite of services examines and addresses each component of the check presentment process.

- **Payment Verification** - Provides protection against altered, counterfeit or unauthorized checks. Only those items listed by the Town will be paid.

- “Push” Technology - Provides daily notification of exception items online. The Town will no longer have to allocate time to research transactions. Our system will notify the Town of any exceptions, leaving the Town free to manage other business activities.
- Payee Name Verification - Reduces the risk of payee line alterations, by digitally comparing the payee field on check images being presented, to the corresponding payee name in the client’s original ARP check issue file.
- Teller line Positive Pay - Provides further fraud protection before encashment at Chase branches, through our Teller system validation capabilities.

Our Positive Pay service is designed to provide additional fraud control. With this service, clients electronically transmit each day all of the items issued against their disbursement account(s). Daily, the bank processes the checks’ information that is presented against the client’s input file. An exception report is generated on a next-day basis, identifying all items that are paid with mismatched or no issue information on file. The review of exception items includes an image of the front and back of each check. Chase delivers exception items daily through our web-based Payables Web Service (PWS) by 10:00 a.m. CT the day following presentment.

As a part of our Positive Pay service, Chase reviews (scrubs) daily exceptions to ensure that no dollar amount or check number is mis-encoded. We send a daily e-mail notice indicating whether or not there are exceptions for review and decisioning. We provide an embedded URL within the e-mail notice that enables quick and easy access to the JPMorgan ACCESS logon screen to get to the PWS Positive Pay exception module to review exception detail with images and make pay/no pay decisions.

Special account considerations for Town employees who maintain accounts at the local branch, such as no-charge or reduced-price checking accounts and home banking.

Chase at Work program - designed to help manage payroll, while helping your employees bank conveniently, receive better rates, more rewards, and bigger discounts.

On-site presentations can take are scheduled to meet your needs:

- Regular Company-Scheduled Employee Meetings
- New Hire Orientations

Chase at Work representatives take care of everything from initial presentation to working directly with all employees to determine their needs and offer solutions.

No-fee credit cards for business use by Town employees, subject to a selective issuance process.

Our Ink Capital offers you Corporate Liability business cards designed for Public Entities like the Town of Paradise that need to make purchases and manage cash flow. With a competitive interest rate, you will find it easier to manage short-term financing needs and take advantage of opportunities as they come.

There is no annual fee and we offer free employee cards. What’s more, the Town of Paradise can receive a generous business credit line and a competitive interest rate, making the card a good choice for managing cash flow and short-term financing needs. You can pay your balance in full each month or you can choose to revolve it.



Proforma Analysis

July 2012

Customer: Town of Paradise - APPENDIX A

ECR Rate: 0.55%

Balance Analysis *

Average Ledger Balance				\$634,617.00
Less Average Float				\$31,730.85
Average Collected Balance				\$602,886.15
Less Reserve Requirement	Rate	0.00%		\$0.00
Average Available Balance				\$602,886.15
Less Balance Required				\$470,960.61
Net Available Balance				\$131,925.54
Earnings Credit Allowance	Rate	0.55%		\$272.54
Total Charge For Services				\$212.90
Net Credit Amount				\$59.64
Service Charge Amount:				\$0.00

Service Analysis *

Service	Number of Units	Unit Price	Charge For Service	Balance Required
ACCOUNT SERVICES				
ACCOUNT MAINTENANCE	1	\$15.0000	\$15.00	\$33,181.82
CREDIT POSTED- ELECTRONIC	10	\$0.2500	\$2.50	\$5,530.30
DEBIT- POSTED ELECTRONIC	15	\$0.2000	\$3.00	\$6,636.36
Subtotal			\$20.50	\$45,348.48
AUTOMATED CLEARING HOUSE				
ACH TRANS FILTER MAINTENANCE	0	\$20.0000	\$0.00	\$0.00
ACH TRANS FILTER EXCEPTIONS	0	\$2.0000	\$0.00	\$0.00
ACH TRANS FILTER RETURN	0	\$5.0000	\$0.00	\$0.00
CREDIT ORIGINATED	0	\$0.1200	\$0.00	\$0.00

* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis

Service Analysis *

Service	Number of Units	Unit Price	Charge For Service	Balance Required
DEBIT ORIGINATED	0	\$0.1200	\$0.00	\$0.00
RETURN ITEM REDEPOSIT	0	\$2.5000	\$0.00	\$0.00
CREDIT ORIGINATED - JPM ACCESS	0	\$0.1200	\$0.00	\$0.00
DEBIT ORIGINATED - JPM ACCESS	0	\$0.1200	\$0.00	\$0.00
JPM ACCESS ACH MAINTENANCE	0	\$40.0000	\$0.00	\$0.00
ACH RETURN EMAIL NOTIFICATION	0	\$0.5000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
BANKING CENTER SERVICES				
BRANCH CREDITS POSTED	0	\$0.8000	\$0.00	\$0.00
BRANCH DEPOSIT-IMMEDIATE VERIF	0	\$0.0010	\$0.00	\$0.00
BRANCH ORDER - COIN ROLL	0	\$0.1500	\$0.00	\$0.00
BRANCH ORDER CURRENCY STRAP	0	\$0.5000	\$0.00	\$0.00
BRANCH DEPOSIT - POST VERIF	0	\$0.0080	\$0.00	\$0.00
BRANCH ORDER PROCESSED	0	\$0.0000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
CHASE ONLINE SERVICES				
QUICK DEP MTH CHG SINGLE	0	\$25.0000	\$0.00	\$0.00
QUICK DEP MNTH CHG MULTI	0	\$50.0000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
DEPOSIT INSURANCE				
DEPOSIT INSURANCE FEE	1	\$67.8000	\$67.80	\$149,981.82
Subtotal			\$67.80	\$149,981.82
DEPOSITORY SERVICES				
CHECK DEPOSITED-ON US	345	\$0.2000	\$69.00	\$152,636.36
CHECK DEPOSITED-TRANSIT	0	\$0.2000	\$0.00	\$0.00
DEPOSIT CREDIT	15	\$0.8000	\$12.00	\$26,545.45
Subtotal			\$81.00	\$179,181.82
DISBURSEMENT SERVICES				
CHECK / DEBIT POSTED	218	\$0.2000	\$43.60	\$96,448.48

* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis

Service Analysis *

Service	Number of Units	Unit Price	Charge For Service	Balance Required
PWS CHECK INQUIRY MAINTENANCE	0	\$0.0000	\$0.00	\$0.00
PWS EXCEPTION NOTIF-ACCT	0	\$10.0000	\$0.00	\$0.00
ISSUE INPUT UPLOAD	0	\$1.0000	\$0.00	\$0.00
Subtotal			\$43.60	\$96,448.48
FUNDS TRANSFER SERVICES				
ELECTRONIC FED DEBIT S/T	0	\$10.0000	\$0.00	\$0.00
ELECTRONIC CHECK DEBIT S/T	0	\$15.0000	\$0.00	\$0.00
FED CREDIT S/T	0	\$7.0000	\$0.00	\$0.00
FED CREDIT REPAIR	0	\$7.0000	\$0.00	\$0.00
CHIPS CREDIT S/T	0	\$7.0000	\$0.00	\$0.00
CHIPS CREDIT REPAIR	0	\$7.0000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
JPMORGAN ACCESS				
ACCOUNT MAINT - 45 DAY HISTORY	0	\$25.0000	\$0.00	\$0.00
ACCT TRANSFER ITEM	0	\$1.0000	\$0.00	\$0.00
JPM ACCESS MONTHLY MAINT	0	\$25.0000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
RECONCILIATION SERVICES				
PAYEE NAME VERIFICATION	0	\$0.0100	\$0.00	\$0.00
POSITIVE PAY MAINTENANCE	0	\$40.0000	\$0.00	\$0.00
EXCEPTION ITEM	0	\$2.0000	\$0.00	\$0.00
CHECK EXCEPTION RETURN	0	\$20.0000	\$0.00	\$0.00
DATA ENTRY - MANUAL	0	\$1.0000	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00
Total Charge For Services			\$212.90	\$470,960.61

* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above

** Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis



In the business
of your success

ADDED VALUE SERVICES

ADP TAXServices

Minimize compliance risk through comprehensive controls and proven accuracy from ADP TAXServices.

COMPREHENSIVE SOLUTIONS MAXIMIZE PRODUCTIVITY AND REDUCE RISK

ADP TAXServices is one of the industry's most comprehensive suites of payroll tax compliance solutions, with options for every business need:

- A service bureau looking for a powerful tool to support clients
- A company seeking support for an in-house payroll tax filing process
- A business wanting to outsource the payroll tax filing and payment process

ADP has deep domain expertise in payroll tax compliance, and a history of building solid working relationships with clients and tax agencies. By keeping track of regulatory requirements and changes and helping you to remain in compliance, you will have the ability to focus more upon core business activities.

SOLUTIONS FOR VIRTUALLY ANY ORGANIZATION – CORPORATIONS, SERVICE PROVIDERS, CPA FIRMS, AND MORE

ADP TAXServices addresses the widest possible range of users – users with a variety of different needs and requirements. Rather than taking a “one size fits all” approach, we have different levels of solutions:

TAX COMPLIANCE-FULL OUTSOURCING

A hosted, full service solution for companies that want to outsource the entire payroll tax filing and compliance process as well as take advantage of more advanced capabilities such as money movement.

Full outsourcing enables numerous benefits:

- A web-accessible solution fully capable of exchanging data with in-house payroll and ERP systems
- ADP takes responsibility for agency inquiries and amendments
- Hassle-free compliance with a dedicated ADP staff of Certified Payroll Professionals who remain abreast of constant tax law changes and requirement.

TAX COMPLIANCE SOFTWARE FOR IN-HOUSE PROCESSING

For organizations that prefer a “self-service” model, Tax Compliance Software for In-House Processing keeps the complete payroll tax compliance function behind the company firewall. This solution shares data with your in-house payroll or ERP systems and enables you to maintain internal security and controls.

TAX COMPLIANCE SOFTWARE FOR SERVICE PROVIDERS

The solution for Professional Employer Organizations (PEOs), Administrative Service Organizations (ASOs), and large CPA firms that file payroll taxes on behalf of your clients. Our software resides at your company's location and enables you to service multiple clients easily.

Regardless of which solution you choose, you can depend upon ADP's tax and compliance experts and systems to deliver what you need.

LET ADP'S TAX AGENCY RELATIONSHIPS WORK FOR YOU

ADP's long-established relationships and proactive interaction with federal, state and local tax agencies serve as an asset to your organization. As agencies allow, our data exchanges provide us with the most current information about your profile with appropriate agencies, minimizing costly errors related to tax filings and deposits.

NORTHERN CALIFORNIA NATIONAL BANK

TOWN OF PARADISE
&
PARADISE REDEVELOPMENT AGENCY

BANKING SERVICES PROPOSAL

Bank Contact:
Todd Lewis, EVP/CFO
1717 Mangrove Avenue, Suite 100
Chico, CA 95926
899-4214

Date Submitted: July 13, 2012

Tab #1: Table of Contents

Tab	Description
1	Table of Contents
2	Transmittal Letter
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6	Electronic Money Transfers
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8	Payroll Tax Processing
9	Credit Card Services
10	Interest Allowance/Earnings
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12	Pricing
13	Pricing Adjustments
14	Conversion Plan
15	Service Enhancements
16	Other Information

Tab #2: Transmittal Letter

Since opening its doors in March 2006, Northern California National Bank (NCNB) has been focused on meeting the needs of small- to medium-sized businesses, non-profit organizations, government agencies, agricultural operators, business professionals and individuals throughout Butte County and Northern California.

In 2005 a number of local business people noticed there was a lack of locally-owned and operated banks in Chico. This well-established group men and women gathered together and realized the excellent opportunity to form a true community bank that would provide high quality, "hands on" professional service to its customers.

NCNB's ten member board of directors consists of NCNB's President and CEO and nine outside individuals. The board members reflect a wide representation of businesses in the area, including agriculture, non-profit organizations, accounting, construction, real estate development, financial planning, professional staffing services, and the medical industry.

NCNB takes pride in having knowledgeable, experienced and well trained employees who are always willing to help. The staff is dedicated to providing quality personalized customer service to all its customers.

NCNB should be selected to provide banking services for the Town of Paradise (the "Town") for the following reasons:

- We Are a Well-Capitalized Institution

1. There have been numerous financial institutions that have risked a large amount of dollars on bad investments and loans and have needed a government rescue plan to divert a total collapse.
2. NCNB has not nor will it engage in subprime lending or lower its credit quality standards. NCNB is well-capitalized and a safe place to save and borrow money due to its solid lending policies and prudent financial practices.

- Your Deposits Are Insured

1. Deposits at NCNB are FDIC insured. There is no limit on FDIC insurance on personal or business non-interest bearing checking accounts through December 31, 2012. The general account of the Town would be fully insured by the FDIC. The interest bearing accounts will also be covered up to \$250,000. The Town would also be eligible to participate in the CDARS/ICS program of NCNB. The CDARS/ICS programs allows the Town to invest in Certificate of Deposits or Money Market Account's above their FDIC insured balances and receive full FDIC insurance on these CDs or MMAs up to \$50 million. Further information for these programs is detailed at Tab 16.

- The Bank is Safe and Sound

1. NCNB has received the highest five star rating from a financial institution rating agency. NCNB has been very prudent in its lending and investment practices and has been recognized as a top performer in the financial industry.

Submitted by:

Todd Lewis
Todd Lewis, EVP/CFO

7/13/12
Date

A) **Customer References:**

• **CALIFORNIA VOCATIONS**

- Located in Paradise, California Vocations has been a customer of Northern California National Bank since July 2006
- Robert Irvine is the Executive Director and can be contacted directly at 877-4146 ext. 202.
- The services provided specifically to California Vocations are as follows:
 - Free Courier Service
 - Demand Account Services & Certificates of Deposit
 - Daily Account Statements/Electronic Reporting Through Online Banking
 - Monthly Account Statements
 - Federal and State Payroll Tax Payments
 - Electronic Payments and Transfers
 - Direct Deposit of Payroll
 - Lines of Credit & Term Loans
 - Processing of Returned Items
 - Banking Supply Items (deposit slips, bank-by-mail envelopes, etc.)

• **CHICO COUNTRY DAY SCHOOL**

- Established in 1996 as Chico's first charter school, Chico Country Day School has been a customer of Northern California National Bank since July 2006.
- Margaret Reece is the Executive Director and can be contacted directly at 895-2650. (Note: Margaret will be out of the office 7-16-2012 through 7-20-2012, she will be available on her cell phone (530) 520-8418)
- The services provided specifically to Chico Country Day School are as follows:
 - Free Courier Service
 - Demand Account Services
 - Daily Account Statements/Electronic Reporting Through Online Banking
 - Monthly Account Statements
 - Federal and State Payroll Tax Payments
 - Electronic Payments and Transfers
 - ACH Payment Receipts From Donors
 - Lines of Credit
 - Processing of Returned Items
 - Banking Supply Items (deposit slips, bank-by-mail envelopes, etc.)

B) **Key Personnel:**

The executive management team at NCNB has numerous years of experience in providing the banking services outlined in the Request for Proposal.

- ***John Lucchesi*** is the President, CEO and Chairman of NCNB and has been since its inception in March 2006. His banking career began in 1962 with Bank of America. During the 1970s and 1980s, Mr. Lucchesi was the Area General Manager for the Southern and Southeast Asia Divisions for Bank of America. Prior to forming NCNB, Mr. Lucchesi served as the President and CEO of North State National Bank in Chico from 1992 to 2003.
- ***Gil Stresser***, EVP/Chief Credit Officer, has been in banking since 1969 and has extensive experience in lending and operations and has been with NCNB since 2007.
- ***Todd Lewis***, EVP/Chief Financial Officer is a Certified Public Accountant who has provided over a decade of first class service to many customers in the public sector and has been with NCNB since 2007.

The following are key personnel that will be assigned to the Town's account:

Maggie Longoria – AVP Operations Manager

Nancy Mendonca – AVP Customer Service Manager

Jack Veltman – Bank Courier

Tab # 4: Balance Reporting

- NCNB provides a free Courier Service that will pick up the Town's deposits on a daily basis. The deposits received by the Courier are credited to the Town's account on the same business day.
- NCNB offers free Online Banking to its customers. The balances are updated nightly and available the next morning by 8 a.m.
- The Town will have access to the daily transaction and balance information from NCNB's website at www.norcalbank.com. Online transfers and transactions must be made prior to 2 p.m. to be credited on the current business day. All transactions made on Online Banking after 2 p.m. will be posted on the next business day. NCNB has the option of limiting the use of Online Banking to "View Only" if needed for certain employees or full usage for authorized employees.
- Using Online Banking, the Town also has an option for free Bill Pay. This service allows bills to be paid by electronic payment or by check.

Tab # 5: Monthly Account Statements

- All business account statements will process on the last business day of the month.
- Statements will be delivered within the first ten business days of each month.
- If the Town would like to receive statements in a more timely manner, it can be arranged for NCNB's Courier to deliver them for the Town's convenience.
- Images from the front of all cleared items will be included with each monthly statement. Through Online Banking, the Town will have the ability to view images of both front and back of all cleared items.

Tab #6: Electronic Money Transfers

- There are several ways to transfer money between accounts within NCNB. Use of the Online Banking system may be the easiest way to handle finances.
- Viewing account information, checks that have cleared, upcoming transactions and transferring funds is accessible on NCNB's website. NCNB also has the ability to restrict transactions on Online Banking to "View Only" if needed for certain employees.
- An authorized signer on the account can call NCNB and speak to a Customer Service Representative to instantaneously transfer money between accounts.
- Wire transfers from NCNB to another bank can be done in several different ways.
 - If it is a recurring wire, NCNB will have a wire form prepared and signed by an authorized signer from the Town. NCNB will then set up a recurring wire to be sent for the time specified.
 - NCNB can also provide wire forms that can be filled out and faxed or emailed to NCNB when a wire needs to be sent. Incoming wire fees are \$15 and outgoing are \$20. These fees might be offset by the Town's account balance.
- With Automated Clearing House (ACH) Services, payments can be received from customers or made to vendors electronically. The ACH Service also allows employees to be paid by direct deposit.

Tab #7: Payroll Direct Deposits

- NCNB has the capability to directly deposit payroll for the Town's employees.
- This service requires enrollment in NCNB's ACH program. There is a \$100 one-time set up fee and a monthly \$25 charge for this service, which can be partially or totally offset through analysis earnings credit.
- The \$25 monthly charge is a flat fee, the Town may pay employees as many times during the month as needed and no additional charges will be implemented.
- The Town's payroll officer would access this program through the NCNB website. After the initial set up of employees' account information, the payroll amounts would be entered two business days prior to payday. This program can also be used to draft funds into an account if needed.

Tab #8: Federal and State Payroll Tax Payments

There are several different ways to pay Federal and State payroll taxes. If the Town wishes to continue paying electronically, NCNB can accommodate this.

- NCNB has the capability to enable the Town to continue with participation in the Federal and State Electronic Fund Transfer Payment Systems.
- If the Town decides to change procedure to calling in tax payments (which will also create an electronic debit), NCNB will accommodate this transaction as well.

Tab #9: Credit Card Services

MuniciPAY

MuniciPAY is a customizable electronic payment processing solution developed by Nationwide Payment Solutions (NPS) and designed specifically for the government, education and utility industries. By utilizing a convenience fee program, MuniciPAY allows government entities to offer their citizens the convenience of making payment via credit/debit cards while preventing the municipality from paying the processing fees associated with card acceptance. Today more than 350 municipalities utilize MuniciPAY.

MuniciPAY automatically calculates the convenience fee amount, captures the total amount due in one card swipe/entry, and then aggregates the municipality funds and the convenience fee for authorization and settlement within multiple departments. The municipality will be completely insulated from the convenience fee collection. MuniciPAY can also be configured to incorporate transactions which do not require a convenience fee at the municipality's discretion.

Fees

Credit card transaction rate:

- Swipe 2.45% per transaction
- Non-swipe 2.45% per transaction
- Internet 2.45% per transaction

Debit card transaction rate:

- Signature 2.45% per transaction
- Pin based 2.45% per transaction
- Internet 2.45% per transaction

Electronic check payments:

- Internet \$1.50 per transaction

Additional fees:

- Application fee \$0.00
- Transaction fee \$0.00
- Minimum processing fee \$0.00
- Interchange fee \$0.00

Equipment:

- Installation \$0.00
- Training \$0.00
- Monthly fee \$0.00

Options:

- Service to repair or replace equipment is available
- Visa, MasterCard, Discover, and American Express available for use
- Convenience fee is available

Advantages to using MuniciPAY

- Offer more payment options to your citizens
- No equipment to buy or install (NPS provides free use of USB card readers)
- Patent Pending Payment Aggregation Technology
- Municipality is completely insulated from convenience fee collection – NPS handles the collection of the convenience fee and automates the payment of municipality transactions
- Convenience fee option can be turned on or off
- Multiple payment item(s) and department capabilities
- Over-the-counter, key-entered, mail & phone transactions supported
- Increased, expedited cash flow – funds are deposited directly to municipality's account(s) on second business day after transaction date
- Administrative control access – edit, delete, create users, payment types and departments
- Real-time, detailed reporting and reconciliation – municipalities are able to view reports separated by user, departments, payment items, and daily settlement reconciliation. Cash and check reporting options can be integrated with the municipality's current accounting software.

Tab #10: Interest Allowance/Earnings

- The Town's General Account would be classified as an Analysis Checking Account.
- The average balance for the month will be reduced by a 10% reserve requirement to calculate the average investable balance. This average investable balance will receive an investment credit of 0.10%.
- The interest earnings credit will be used to offset the monthly charges on the account. The investment credit of 0.10% could increase if the interest rates were to increase, but it will not fall below 0.10%. An example of the interest earnings credit for the General Account would be calculated as follows:

General Account	
FIELDS	DATA
Avg. Bal. Last Cycle	634,617.00
10% Reserve Requirement	63,462.00
Avg. Investable Bal.	571,155.00
Avg. Investable Bal.	571,155.00
0.10% Investment Credit	0.0010
Interest Earnings Credit	\$46.94

- The Town's Interest Bearing Account would be classified as a Business Money Market Account.
- These accounts would earn interest according to our posted rate sheet (seen below). Rates for this account will vary depending on the account balance.
- NCNB requires a minimum opening balance of \$100 and a minimum daily balance of \$2,500.

Money Market Account	
ACCOUNT AMOUNT	INTEREST RATE
\$2,500.00 - \$9,999.99	.05
\$10,000.00 - \$24,999.99	.10
\$25,000.00 - \$49,999.99	.10
\$50,000.00 - \$99,999.99	.15
\$100,000.00 +	.15

Overdraft Protection

- The Town's Line of Credit would be used to cover any overdrafts.

Line of Credit

- NCNB will provide an Unsecured Revolving Line of Credit for \$300,000.
- This line will have a 3-year maturity subject to annual financial statements being submitted to NCNB for review and approval.
- The rate will be 1% over NCNB prime rate which currently would put the borrowing rate at 5%.
- The loan fee would be \$1,500.00 with an annual renewal fee of \$250. The line is to be out of debt for a minimum of 30 consecutive days each year.
- The Town is to maintain a minimum budget reserve level of \$1,000,000 at all times during the life of this commitment. If budget reserves drop below this limit NCNB, at its option, may cancel the commitment and demand all outstanding balances be paid in full.
- This proposal is subject to final credit review and approval by NCNB.

Tab #12: Pricing

Option #1

Below are the hard dollar costs for the services provided by NCNB:

ACH Services (Electronic Payments/Payroll Direct Deposit Program)

One-time set up fee	\$100.00
Monthly fee	\$25.00
ACH Orig. per file	No Charge
ACH Orig. per item	No Charge
Return Items	No Charge

Credit Card Processing

See Credit Card Pricing in Tab 9	No Charge
----------------------------------	-----------

Wire Transfers

Outgoing wire	\$20.00
Incoming Wire	\$15.00

Other Items

Internet Banking & Bill Pay	Free
Notary	Free
Daily Courier Service	Free
Deposits Slips and Deposit Bags	Free
Cashier Checks	Free
Endorsement Stamps	Free
Other Miscellaneous Fees	See Fees & Services Chart (seen on next page)

Option #2

Below are the analysis (compensating balance) costs for the services provided by NCNB for the General Accounts. These costs will be offset by the Interest Earnings Credit as described in Tab 10:

Checks paid per item	\$0.10
Deposits/Credits per batch	\$1.00
ACH withdrawals per item	\$0.10
ACH deposits per item	\$0.10
On us items deposited	\$0.06
Local items deposited	\$0.08
One-time set up fee for ACH Orig.	\$100.00
Monthly fee for ACH Orig.	\$25.00
Outgoing wire	\$20.00
Incoming Wire	\$15.00

The chart below is a pro forma monthly statement for the General Account. NCNB has estimated the monthly volume of activity in the attached statement.

In the attached example there would be no hard charge fees to the Town as the interest earning credit will offset the other monthly service charges. NCNB would cap the monthly service fee at \$100 per month if the investment credit did not offset the monthly service charges for the life of the 3-year contract.

The Interest Bearing account which would be classified as a Money Market Account would have no monthly fees. All other miscellaneous accounts set up by the Town would not be charged a monthly fee.

GENERAL ACCOUNT

FIELDS	DATA
Avg. Bal. Last Cycle	634,617.00
10% Reserve Requirement	63,462.00
Avg. Investable Bal.	571,155.00
Avg. Investable Bal.	571,155.00
0.10% Investable Credit	0.0010
Interest Earnings Credit	\$46.94

FEES & SERVICES CHART

SERVICE CATEGORY	NUMBER	UNIT COST	TOTAL COST
Checks Paid	200	\$0.10	\$20.00
Deposits/Credits batches	7	\$1.00	\$7.00
ACH Withdrawals	10	\$0.10	\$1.00
ACH Deposits	5	\$0.10	\$0.50
On-Us Items Deposited	2	\$0.06	\$0.12
Local Items Deposited	43	\$0.08	\$3.44
Outgoing Wires	0	\$20.00	\$0.00
Incoming Wires	1	\$15.00	\$15.00
Monthly ACH Fee	1	\$25.00	\$25.00
			\$72.06

Cost of Services Performed	\$72.06
Interest Earnings Credit	\$46.94
Estimated Analysis Credit	\$25.12

Tab #13: Pricing Adjustments

- The prices outlined in this proposal will remain constant for three years.
- For subsequent years, the pricing percentage may be increased according to the national CPI index.
- The maximum percentage of pricing increase will not exceed 4% per year.

Tab #14: Conversion Plan

- Upon acceptance of this proposal, NCNB would like to set up a meeting where members of management would come to the Town offices and meet with members of the finance committee.
- NCNB management would bring the required documentation to set up the account services outlined in the proposal and walk the Town's staff through the steps in completing the documentation.
- NCNB would schedule training sessions with employees of the Town that are involved with the daily operations and ensure that they are comfortable with the processes.
 - The training sessions would be conducted at the Town offices at the convenience of the Town.
 - There would be no conversion costs to the Town and NCNB would absorb any costs for these trainings.
 - The training sessions would include how to manage the accounts through Online Banking, how to conduct wire transfers, how to set up electronic payments and payroll direct deposits through the ACH program, how to set up the credit card processing and any other items that are relevant to the banking services.

Tab #15: Service Enhancements

- NCNB is truly a community bank where customers are known and greeted by name each time they come in.
- Each and every customer is important. NCNB takes pride in helping with all questions or concerns in a professional and timely manner.
- The Town's staff will not have to deal with getting lost in the automated voicemails that happen with big banks. NCNB makes it a goal to answer each phone call in no more than three rings.
- NCNB will offer the latest in the banking technologies and practices to ensure that the Town is operating in the most efficient and cost effective manner.
- The customer is and always will be the first and highest priority.
- NCNB is willing to work personally with each customer personally to help them meet their financial goals and banking needs.

CDARS/ICS Programs

Using the ICS or CDARS programs, deposited money is divided into amounts under the standard FDIC insurance maximum and is placed in money market deposit accounts through the ICS program or in CDs through the CDARS program at multiple banks. As a result, the money will get coverage from many institutions while the Town will one have to work directly with NCNB.

ICS

- Put excess cash balances to work in savings accounts (money market deposit accounts).
- The Town will have liquidity in a transaction account at NCNB and can access ICS funds through program withdrawals up to six times per month.
- The Town will be able to see online where funds are at all times.

CDARS

- Put excess cash balances to work in CD investments.
- Select from a range of maturities (4 weeks, 13 weeks, 26 weeks, 52 weeks, 2 years, 3 years, and 5 years).
- Structure the equivalent of floating-rate, bump-up, or step-up CDs.
- Create CD ladders to meet your liquidity needs.
- The Town will be able to check the money market deposit account balances, keep track of monthly program withdrawals, review and manage proposed placements, and monitor other information of interest all online.

Response to Request for Proposal: Banking Services



Town of Paradise



Rabobank

Submitted: July 16, 2012

*Jerry Legg, VP / Government Banking Manager
Government Banking Group
915 Highland Pointe Drive, Suite 350
Roseville, CA 95678*

*Cheryl Almeida, VP/Branch Manager
Town of Paradise Branch
672 Pearson Road
Paradise, California 95969*

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Transmittal Letter

July 16, 2012

Town of Paradise
Attn: Joanna Gutierrez, Town Clerk
5555 Skyway
Paradise, CA 95969

Dear Ms. Gutierrez:

We are pleased to present the Town of Paradise with this proposal for banking services. We enjoy working with you now and want to thank you for this opportunity to earn your full relationship.

Rabobank, N.A. is a fast-growing California community bank that provides personalized service and a full array of quality products to individuals, businesses, public entities and agricultural clients. With nearly 120 retail branches, we serve the needs of communities from Redding to the Imperial Valley through a regional structure that promotes local decision making and active community involvement by our employees. The bank has more than \$12 billion in assets with over 1,800 employees. **Rabobank was awarded the J.D. Power and Associates award for "Highest Customer Satisfaction with Retail Banking in California" for 2011 and again in 2012**, in our second year of eligibility. We are extremely proud to be honored by our customers as it serves as a true reflection of what sets us apart from other banks in California.

Our governmental client philosophy is very simple. Rabobank provides banking services and products that cut costs, save time and help municipalities to meet the goals of all public funds: safety, liquidity and yield. We form long-term partnerships with our governmental clients. In doing so, we look for ways to increase efficiency without increasing overall costs, ways to increase the rate of return on public funds when compared to alternatives and ways to make life easier for our public servants.

Your new accounts will be housed with your existing money market account at our South Paradise Branch location at 627 Pearson Road. Your points of contact are Cheryl Almeida, VP/Branch Manager, Lilia Howder, Financial Services Officer, and Jerry Legg, who will be your Government Banking Relationship Manager.

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[2]



In summary, our proposal provides you with why we believe Rabobank should be selected as the Town of Paradise's bank:

- The Rabobank Group has been named one of the Safest Banks in the World by Global Finance magazine for the past 10 years.
- Rabobank N.A. was awarded the J.D. Powers & Associates award for "Highest Customer Satisfaction in Retail Banking in California" in 2011 and 2012.
- Rabobank will provide the Town of Paradise competitively priced and efficiently structured depository accounts, treasury products, and services.
- Competitive interest rates on your money market accounts and your Earnings Credit Allowance.
- Superior day-to-day operating services provided by a bank focused on public entities, their employees, and their families.
- Access to senior management at all levels within the Bank.

Respectfully,



Jerry Legg
Vice President/ Government Banking Manager
Treasury Services Division
Rabobank N.A.



REQUESTED INFORMATION

3. **Bank and Staff Profile - Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable corporate or municipal customers. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.**

Rabobank currently has more than 215 local agency relationships (cities, counties, water Towns, etc.) with deposits in excess of \$1.1 billion. Some of these relationships span back to the early 1970's. Our clients utilize everything from our checking and savings accounts, to our full array of treasury and cash management services, as well as our credit facilities and leasing. This list continues to grow as our outreach to help the communities and public entities throughout California saves them money on fees while increasing their interest earnings.

Rabobank's Government Banking group has direct knowledge of the Government Code and strongly adheres to it. Jerry Legg, Government Banking Manager previously worked at the CA Department of Finance and the State Treasurer's Office for nearly 12 years on legislation, budgeting, cash flow and with the eight State Depository Banks.

Oroville Hospital – Accounts provided since 1991 include checking accounts, money market accounts, remote deposit capture, online banking, wire transfers, and a letter of credit.

Bob Wentz, CEO
2767 Olive Hwy
Oroville, CA 95966-6118
Phone – (530) 533-8500

City of Angels Camp – Accounts provide since April 2011 include checking accounts, money market accounts, online banking, ACH, and wire transfers.

Melisa Ralston, Finance Director
584 S. Main Street
Paradise, CA 95222
Phone – (209) 736-2181
Fax – (209) 736-0709



Identify the key personnel or department group assigned to the Town's account. Describe the role and responsibility of each person or group.

Jerry Legg, Vice President/Government Banking Manager
915 Highland Pointe Drive, Suite 350
Roseville, CA 95678
Office: (916) 797-8210
Mobile: (916) 439-2131
Fax: (916) 784-1505
jerry.legg@rabobank.com



Prior to Joining Rabobank, Jerry worked at the State Department of Finance for three years on the state budget, analyzing legislation, and preparing the monthly cashflows for inclusion in all budget documents. He then served in several capacities at the State Treasurer's Office for the next eight years. Jerry has extensive experience in bond financing, short-term financing, cashflow analysis, banking services and reconciliation, electronic payments and LAIF. He also chaired the annual bank meetings and reviewed all RFPs for banking services. He was responsible for all monies that came into and out of the State Treasury. This included all sources such as sales tax, income tax, and DMV fees, to payroll, debt service, education apportionments, LAIF. These funds averaged between \$4 - \$7 billion each day. Since joining Rabobank, Jerry has served as Government Banking Manager and has brought over \$1 billion in deposits into the bank as well as dozens of new relationships with cities, counties, water districts and even the State Treasurer's Office. He is an associate member of the CA Association of County Treasurers and Tax Collectors (CACTTC).

Cheryl Almeida, Vice President/Branch Manager
627 Pearson Road
Paradise, CA 95969
Office: (530) 877-0857
Fax: (530) 877-8820
cheryl.almeida@rabobank.com



Cheryl started her career in 1976 as a teller with Bank of Sonoma County/Westamerica Bank. She worked in most every position with her main focus in operations until 1999 when she relocated to Butte County and took a position with Butte Community Bank. Here she held various positions including VP/Regional Customer Service Manager and VP/Regional Branch Manager. Cheryl has been with Rabobank for two years, currently

holding the position of VP/Branch Manager in the Paradise/Magalia Branch office. She is proud to be an active member of her community and currently service on the Board of the Paradise Rotary Club and is a past board member of the Boys and Girls Club of the North Valley. In 2009 Cheryl graduated from the Western States School of Banking at the University of New Mexico, and is a Master Graduate of Rapport Leadership International School of Leadership Development.

Lilia Howder, Financial Services Officer
627 Pearson Road
Paradise, CA 95969
Office: (530) 877-0857
Fax: (530) 877-887-8820
lilia.howder@rabobank.com



Lilia has over 34 years of banking experience working in various levels within the industry. She spent over 20 years in Santa Cruz County where she worked for County Bank of Santa Cruz, which was later purchased by Comerica Bank. She worked for Comerica Bank until she moved to Northern California and joined Butte Community Bank where she worked for 10 years. She made the transition to Rabobank N.A. since the BCB conversion. Lilia's past affiliations: President of Independent BankCard Group of Northern California, Member of the American Bankers Association, Member of the Electronic Transactions Association (ETA), Ambassador of the Santa Cruz Chamber of Commerce, Member of the Chico Women in Business, Member of the Business Network International (BNI) Chico Business Builders, and she worked with local Chambers and Butte College Small Business Administration, to put on workshops that helped local business owners gain a stronger knowledge on Credit/Debit Card Processing Best Practices. She is currently an Ambassador for the Paradise Chamber of Commerce and a member of the Paradise Ridge BNI Group.

Gary Robles, Senior Vice President/Treasury Division Manager
3800 Concourses Street, Ste 350
Ontario, CA 91764
Office: (909) 758-4766
Fax: (909) 483-4913
gary.robles@rabobank.com



Gary Robles has been a professional in the Treasury/Cash Management field since 1977. During his career he has managed relationships in both the private sector

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(Mid-Cap, Fortune 1000/500 and multi-national companies) as well as in the public sector where he developed a portfolio that include Federal Government agencies (Financial

Management Services, Department of Defense, Department of Justice) as well as state and local government entities in New York, New Jersey and Pennsylvania. Today Gary's responsibilities focus on developing comprehensive banking/working capital solutions that are tailored to public entities at all levels. In 1986, Gary founded and is that past president of the Treasury Management Association of Northern California, an organization serving public entities and Middle Market companies in the greater San Francisco Bay area. Today, the association remains a viable forum for the education and networking of Treasury professionals.

Josh Parent, Treasury Relationship Officer
237 W. East Ave
Chico, CA 95926
Office: (530) 899-2347 x-3764
Fax: (530) 899-4586
josh.parent@rabobank.com



Josh joined Rabobank in August 2010. Prior to joining Rabobank, Josh was a Financial Advisor for Butte Community Bank. In his current role, Josh serves as technical support for Government Banking products and services. Any technical questions or issues regarding any of the products or services that the Town uses should be directed to Josh. This would include online banking, ACH, Account Reconciliation, Positive Pay, Sweep Accounts, CD ROM, and Lockbox.

Exceptions. List any services required by the Town that are not included in the bank's proposal.

Rabobank has included all required services detail for your review.

4. **Balance Reporting - Describe the electronic media and process by which the Town would have access to daily transaction and balance information.**

With Rabo Online for Business service, you gain instant access to the account information you need to manage for all Town accounts. The system is designed to simplify your financial paperwork, reduce costs, and improve control of your finances.

The system utilizes security tokens for access. These tokens are PIN protected and create a unique six-digit code that changes every 34 seconds. The six-digit code is required with the login credentials for system access. In addition, the system allows the Town's system administrator to assign very detailed permissions to each user. The permissions are detailed to the account level for each user and include every aspect of the system functionality. Users will be timed out after 15 minutes of non-activity. An incorrect password entered three times will result in the user being locked out of the system. The Town's system administrator has the capability to unlock any locked users. The system administrator may also suspend existing users if desired, and create new users with a future dated activation date.

Some of the many functions of Rabobank Online for Business include:

- **Balance Reporting**: Prior day and historical data up to a year prior to the current day. Current day real time reporting is also available. Ad hoc and saved report creation is supported. All screens may be customized to the user's desired format, i.e. columns, filtering, and sort order.
- **Balance Transfers**: the system contains screens that allow one to many and many to one-balance transfers. Balance transfers may be scheduled to occur up to 90 days from the current day.
- **Bank Reports**: the system contains reports for our ACH customers such as the ACH returns report.
- **Alerts**: the system supports the following alerts; balance above or below a certain amount, a debit or credit for a certain amount was processed, a specific check number has cleared the account, a bank report (ACH Returns) has loaded, a wire is pending approval, an incoming wire transfer has posted to the account. All alerts may be displayed on the welcome screen of the application, sent to a user's email address, or both.
- **Commercial Loans**: the system allows access to commercial loans with the ability to perform regular payments, principal only payments, and advances from approved lines of credit.

- **Wire Transfers**: the system processes all wire transfers in real time. Customers have the ability to setup several layers of security if desired. The system may be set up to require from 0 to 5 approvers for a wire transfer, and the approval level may be set dynamically based on the dollar amount of the wire. A real time response from the wire system is displayed through the online system, allowing the customer to verify that a wire transfer has processed. All relevant information about the wire transfer is displayed, i.e. - created by, approved by, Fed Reference number, and the time and date it was created and approved. The system supports Repetitive, Non-Repetitive, and Standing Order wire templates.
- **Incoming Wire Transfers**: the system displays the following information for incoming wire transfers: sender, sender's bank, Fed Reference number, By Order Of, and Additional Information fields.
- **ACH**: the system supports PPD, CCD, CCD+ and tax payment ACH transactions. The Town may setup security to require two users for the creation of an ACH profile, as well as two users to create an ACH payment. The ACH Receipt Information is visible on our Intra-Day module.
- **Auditing**: the system allows the Town's system administrator to access audit logs detailing all online activities for all company users.
- **Stop Payments** can be placed online. Stop payments expire after 6 months and must be renewed at that time if necessary.

There is no cost for any web-based reports. Rabobank staff can provide demonstrations and training of the system to Town staff either in person or via a Web-Ex online training.

One of the benefits of the Rabo Online banking system is that reports can be custom-tailored to meet the needs of Town staff. Templates for numerous reports can be created and saved for future generation. Again, there is no cost for creating or running these custom reports.

5. **Monthly Account Statements - Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.**

The Town can access account information at any time via our online banking, 24 hours a day, seven days a week. Town staff can access their bank statements online at any time following month end. Analysis Statements should be available online by the 10th of the month. Hard copies of your bank statements will be sent by the 10th of the following month, while hard-copy account analysis statements should be received by the 15th of the following month.

Monthly statements are available through our Rabo Online for Business service at all times. You can print the monthly statement you desire the first day of the following month. There is no additional charge or access fee. Rabobank will provide complete training on how to customize statements and online reports to fit the needs of Town of Paradise staff.

eStatements - Access your bank statements and check images within 24 hours of your statement date. It is free, it's safe and it helps the environment

- **Faster than paper statements** - get statements & check images within 24 hours of statement date
- **Convenient and secure** - access your statement 24/7 through our secure Web site
- **Same as paper** - copies you print at the office are the legal equivalent of the ones you get in the mail
- **Be in control** - receive e-mail notification when new statements and notices are ready
- **No more filing** - start an archive that can store up to seven years of statements
- **Easy to view, print and save** - standard Adobe Acrobat (PDF) format makes it simple
- **Environmentally friendly** - reduces paper usage

6. Electronic Money Transfers - Describe the electronic money transfer service offered by the bank.

Town staff can transfer funds between accounts electronically at any time with our online banking. There is no cost to move funds from one account to another. To make such transfers automatic, Rabobank can offer the Town of Paradise a Zero Balance Account (ZBA). Transfers occur automatically at the close of the business day to move funds between an account and your concentration account. If your account goes negative at the end of the day, the ZBA will pull funds from the concentration account to make the balance Zero. If it has excess funds at the end of the day, the ZBA will sweep those funds to the concentration account.

To move funds outside of the bank electronically, Town staff can utilize wire transfers or ACH (Automated Clearing House) services. Wire transfers are same-day payments while ACH payments are one or two-day settlements.

For wire transfers, the online setup of repetitive and non-repetitive wire templates and their associated security are at the discretion of the Town. The general steps are as follows:

- Create a wire profile (Template) for the desired payment
- While creating the profile, add the desired levels of approvers needed (up to 5 levels) and assign the profile to users for payment access
- Save the wire profile
- Use the profile to create a payment
- If approval is required, the appropriate approvers must log in and approve the wire transfer
- Once approved, the wire is sent in real time to the wire transfer department for immediate processing

Wires must be initiated by 1PM Pacific Time (PT) via the online banking for same day processing. Hard copy advices may be faxed to the customer. You may also access the Rabo Online for Business system and view the Wire Summary screen to determine if a wire has been processed, including the Fed Reference number. By definition, ACH payments cannot be same-day items. They must be a one or two day settlement. Town staff would submit the batch file two days before the necessary funding. The bank would process the file on day one (1) and the file would settle on day two (2) at which time the Town's account would be debited. Again, for same-day funding, Town staff would need to initiate a wire transfer before 1PM Pacific Time.

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7. Payroll Direct Deposits - Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposits.

Rabo Online Direct Deposit Payroll utilizes the Automated Clearing House (ACH), by using PPD transactions to deposit payroll funds into employee bank accounts. Direct deposits can include payroll, expenses, pension and annuity payments, interest payments, retirement and mutual fund distributions and more.

ACH files are easily imported from the Town's payables/payroll system directly into Rabo Online. The files can be in a standard NACHA format or a flat file.

The transmission deadlines for Direct Deposit ACH files are 3:00 PM PT. The Town, at its discretion, can select either a one or a two-day settlement date. The funds would be debited from the Town's account on the settlement date, so the types of float associated with checks (mail processing, availability and clearing) do not exist.

If the Town imports a file, our software checks to make sure the file is formatted correctly. It will not allow the file to be released if there is a problem. You will see hash totals that alert you to the dollar size and number of items being sent. This gives you the opportunity to make sure you have the correct file.

ACH errors will show in the Town's Bank Report tab each morning. Upon first error only, the customer will be notified by letter and phone call. If you fail to correct the error(s) the Town may be escalated to the ACH Risk group for follow-up.

The Town will have at its disposal access to our ACH support team. Should the need arise the ACH support team will guide the Town through any steps necessary to accommodate the Town's needs. If the Town needs to delete a file, it can do so by contacting the ACH support team directly. A file can be deleted at any time prior to settlement date.

8. Payroll Tax Processing - Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

The Town will be provided with two options to make their tax payments. Option 1 includes the EFTPS process which is offered by the U.S. Department of the Treasury. Option 2 would include access to your Rabo Online for Business product under the Web ACH tab selecting tax payment file submissions. Option one is free to the Town, while Option 2 would incur ACH batch fees for submission. It's cheaper and easier to use Option 1.



9. Credit Card Processing - Describe the electronic sytem(s) available to the Town for processing credit card transactions.

A. Preferred Payment Options

1. Credit Card Processing

First Data supports most current forms of electronic payment such as VISA®, MasterCard®, American Express®, Discover®, JCB®, Diners Club®, Electronic Check Acceptance (EAC®), debit, private label cards, stored-value Gift Cards, loyalty programs, payroll cards, Wright Express, voyager, Fuelman, CFN, FleetOne, etc. We also support all available State EBT programs. We support all major connection methods to individual locations or a central corporate location via dial, MPLS, gateway, and satellite.

Our professional operations and certified network specialists staff the Network Control Center (NCC) and provide 24x7, multi-tiered, proactive monitoring, and support for the switches and networks.

2. Authorization Network

For authorization switches, proprietary tools are used to provide real-time and historical transaction statistical data, predefined threshold alerts, and connectivity status. All authorization networks use TCP/IP, resulting in low response times.

For network monitoring we use numerous tools including, Cisco Works, Hypercom IEN Network Management, Paradyne 6800 and Racal Modem Management, CA Unicenter Network Management System, and many other specialty tools for connectivity status on a client-by-client basis as well as Wide Area Networks (WAN). As predefined thresholds are reached or hardware/software failures are detected, audible and visual alerts are generated. Service level agreement (SLAs) statistics are maintained on the switches.

B. Debit Card Processing: On-line, Off-line, and PIN-less Debit

1. First Data, owns and operates the STAR® debit network which provides our merchants with a strategic advantage when it comes to processing STAR debit payments. There are two types of debit card transactions, on-line and off-line.
 - On-line— On-line debit transactions occur when a card is swiped at point-of-sale and the entry of the customer's PIN on a PIN pad is required. A signature is not required on the receipt. The transaction is routed through one of the regional or national networks. STAR®, NYCE, and SHAZAM are examples of regional networks; Interlink and American Express are examples of national networks. Every major regional and national network is used. Funds are automatically debited from the customer's account and electronically transferred to the merchant's account. There is no Interchange or assessment cost; consequently, the merchant would only incur a per-transaction fee and the network fee.
 - Off-line—Off-line debit transactions work just like a credit card at the point-of-sale. The difference for the customer is that the funds are debited from their bank account within two days instead of appearing on a monthly credit card bill. Interchange is charged in off-line debit so the discount rate would apply.

C. Terminals, Software and Equipment

1. POS Solutions

We support most major terminal, PC hardware, and POS software. Certified POS hardware support is dependent on the POS software applications, manufacturer, model, and designated communication method.

For additional information, please reference link below:

https://www.firstdata.com/en_us/products/merchants/terminals-and-pos-solutions#/1611_1408

2. eCommerce

A. The First Data Global Gateway e4SM

A simple, reliable and secure payment gateway solution that meets your online payment acceptance needs today and your growth plans for tomorrow.

The First Data Global Gateway e4SM acts as a messenger to quickly and securely pass payment information between the consumer, the merchant, the bank acquirer and the consumer's bank to authorize and settle and fund all your card-not-present business.

Global Gateway e4 takes the complexity out of processing your eCommerce payments

B. Interface Options

Real-time Payment Manager (RPM)

- Secure, web-based system enables your internet connected computer to process individual or batch transactions, pull reports and administer options that fit your business needs.

Hosted Checkout:

- Quickly and easily add payment processing to your website with hosted customizable and secure checkout pages to collect sensitive billing information.

Web Service API:

- Allows merchant and/or third-party applications to process transactions through the gateway via a secure SSL encrypted session.

http://www.firstdata.com/en_us/first-data-partners/pos-payment-application-partners

- D. **Credit Card Processing Pricing Proposal** – Pricing submitted under this response is based on an unbundled model thus we will pass-through Interchange, Assessments, etc., as they are assessed by Visa®/MasterCard®. Additionally, if and when the card brands make changes to a specific Interchange category and/or rate, the impact to the City is limited to just what that specific change is.

Price Schedule		
Chargeable Item	Cost– Dial Connectivity	Cost– IP Connectivity
MasterCard®, Visa®, and Discover processing transaction fee	Interchange plus 0.30% (0.003)	Interchange plus 0.30% (0.003)
MasterCard/VISA/Discover Interchange rate and fees	Pass through	Pass through
MasterCard/VISA Assessment fee (MasterCard 0.11%) (Visa 0.11%)	Pass through	Pass through
Chargeback Fee	\$25	\$25
Voice Authorization and IVR Authorization Fee	\$0.75	\$0.75
Non-Bankcard Transaction Fee (includes all third-party cards authorized and/or settled–AMEX)	Pass through plus \$0.25	Pass through plus \$0.25
On-line Internet Reporting	Waived	Waived
PIN Debit Transaction Fee	\$0.20	\$0.20
Debit Network Interchange Fee	Pass through	Pass through
Batch Fee	\$0.29	\$0.29
On-line Reporting	Waived	Waived
Help Desk Monthly Fee	Waived	Waived

10. Interest Allowance/Earnings - Describe the methodology that would be used to give credit to the Town for bank balances.

The earnings allowance is based on the average collected funds in your analyzed account(s) during the course of each month. That balance is multiplied by the earnings credit rate offered by the bank. Our Earned Credit Rate is not tied to any index though we consider the general market as well as competitive factors in setting the rate. It is set at the discretion of the Bank. The current Earnings Credit Rate is 0.40%.

All products and services can be applied against Account Analysis including, but not limited to: Controlled Disbursement, Account Reconciliation, Positive Pay, Remote Capture, Online Banking, Sweep Accounts, armored car services, courier services, wire transfers, ACH, deposits, checks paid, overdraft charges, FDIC assessments and other costs associated with doing business with our bank. Merchant Services (credit card processing) is direct billed by our vendor.

The Town can pay for the fees via hard charges, by keeping compensating balances or a combination of both. Any compensating balances kept will earn a credit based on the earned credit rate at the time. Any remaining fee balance will be debited from the general account at the agreed upon time.

Rabobank can offer the Town monthly, quarterly, or semi-annual settlement periods.

Account Analysis statements can be accessed through the E-Statements banking system. There is no additional cost for this service.



11. Overdraft and Line of Credit – Describe the bank’s Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.

There are two options for the Town to consider with regard to Overdraft Protection. First, the bank can offer a Line of Credit that can be utilized for Overdraft Protection. This is subject to credit approval and terms for the Line of Credit will be determined based on an actual credit application process.

In the event that the anticipated or necessary funds are not deposited by the end of the day, and a true overdraft occurs, necessary funds will be transferred from the Line of Credit by way of a credit sweep to bring the account out of an overdraft position. This is done to ensure that all Town checks are paid and honored. It is understood that the Town of Paradise rarely experiences overdraft situations.

Any funds advanced from the Line of Credit due to actual overdrafts will be subject to interest charges for the duration those funds remain outstanding. Again, interest rates and charges will be determined during the credit application and approval process.

Another option to consider would be the use of a Business Investment Sweep. Our Business Investment Sweep account will help maximize your earnings potential by sweeping excess funds to and from your Commercial Checking account. The minimum and maximum balance thresholds that you establish for your Commercial Checking account will determine excess funds. Balances over your targeted maximum threshold will be automatically swept into your Business Investment Sweep account. Those funds will earn daily interest at a competitive rate. If your checking account balance falls below the targeted minimum balance threshold, you’ll have the peace of mind knowing that funds will be automatically swept back in from the business investment sweep account. There is a \$50 per month fee for this service.

This account is a non-FDIC insured interest bearing account that pays money market interest rates with no check access. Sweep funds are invested in Repurchase Agreements (REPOS) – obligations by the bank to repurchase government securities and secured obligations of the bank. Since your deposits are still considered public funds, Rabobank still collateralizes all the funds in a business sweep account at 102%, as per government code requirements. This gives the Town of Paradise the added peace of mind that all of your funds are safe and secure at Rabobank.



12. **Pricing** - Describe the pricing for services and supplies that the bank proposes. The bank should provide a complete listing of all hard dollar costs for services. Proposals should reflect two options: (1) utilizing hard dollar costs and (2) utilizing compensating balance. An additional option may be proposed utilizing a combination thereof. Include a pro forma detailed monthly billing statement as part of this section. (Pricing schedules and billing statements are not included as part of the page maximum for this section). Indicate if the bank will cap or propose a flat monthly service fee based on information provided by the Town in this RFP. Pricing must include the Town's General Account and the zero-balance account as well as other limited activity accounts that may be required by the Town during the term of the agreement.

**Pro-forma Pricing Matrix
Based on Current Estimated Monthly Volume**

For the Month of Year: Mar-12		Account Type: DDA		Date: 7/9/2012			
A. Average ledger balance?	\$	259,472.00	Rate %		.40%		
B. Calculation is based on # of days:		31					
BALANCE ANALYSIS							
Average Daily Ledger Balance				\$	259,472.00		
Less Average Daily Float				\$	7,524.00		
Average Collected Balance				\$	251,948.00		
Less Legal Reserve (10.00%)				\$	(25,194.80)		
Average Available Balance				\$	226,753.20		
Balance Earnings Allowance:	40%	(per annum)		\$	77.03		
Gross Account Earnings					77.03		
Services Provided	Volume	Wells Fargo Bank Charge	Rabobank Unit Charge	Description of Charge	Wells Fargo Bank Charge	Rabobank Unit Charge	Demand Coll. Balance Required
FDIC Assessment Quarterly/Thousand	259.47	\$ 0.12750	0.12	\$0.12 Cents	\$ 33.08	\$ 31.14	\$ 91,651.50
BALANCE & COMPENSATION INFORMATION FEE TOTAL					\$ 33.08	\$ 31.14	\$ 91,651.50
General Accounting Services							
Account Maintenance	1	\$ 15.00	\$ 15.00	\$15.00 Monthly	\$ 15.00	\$ 15.00	\$ 44,153.23
Check Images on CD-Rom	1	\$ 50.00	\$ 50.00	\$50.00 Monthly (All Accts. Can fit on 1 CD)	\$ 50.00	\$ 50.00	\$ 147,177.42
CD-Rom per Image	275	\$ 0.0800		Included in monthly fee	\$ 22.00		
CD-Rom Maint./Per Acct.	1			Included in monthly fee			
GENERAL ACCOUNT SERVICES FEE TOTAL					\$ 87.00	\$ 65.00	\$ 191,330.65
Rabo Remote Deposit Services (RRDS)							
RRDS Implementation Fee		\$	\$ 100.00	1 Time Set Up Fee	\$	\$	\$
RRDS Monthly Fee	1	\$	\$ 100.00	\$100.00 Each	\$	\$ 100.00	\$ 294,354.84
RRDS Per Item Charge/ WF Items	12	\$ 0.09500	\$ 0.2900	\$0.29 Cents Each	\$ 1.14	\$ 3.48	\$ 10,243.55
RRDS Per Item Charge/Non-WF Items	155	\$ 0.12500	\$ 0.2900		\$ 19.38	\$ 44.95	\$ 132,312.50
RABO REMOTE DEPOSIT SERVICES (RRDS) FEE TOTAL					\$ 20.52	\$ 148.43	\$ 436,910.89

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Services Provided	Volume	Wells Fargo Bank Charge	Rabobank Unit Charge	Description of Charge	Wells Fargo Bank Charge	Rabobank Unit Charge	Demand Coll. Balance Required
Depository Services							
Deposits – Via Desktop Deposit	10	\$ 1.00	\$ 1.20	\$1.20 Each	\$ 10.00	\$ 12.00	\$ 35,322.58
Checks Deposited – Elec. Check – On Us	32	\$ 0.07	Tiered	\$0.09 Each < 149; \$0.12 Each > 150	\$ 2.24	\$ 2.88	\$ 8,477.42
Checks Deposited – Elec. Check – Transit	209	\$ 0.10	Tiered	\$0.09 Each < 149; \$0.12 Each > 150	\$ 20.90	\$ 20.61	\$ 60,666.53
Checks Deposited – Transit	2	\$ 0.11000	Tiered	\$0.09 Each	\$ 0.22	\$ 0.18	\$ 529.84
DEPOSITORY SERVICES FEE TOTALS					\$ 33.36	\$ 35.67	\$ 104,996.37
Coin & Currency							
Currency Deposited	6769	\$ 0.001	Tiered	\$1.10 Each Thousand on First \$25,000 + \$1.50 Each Thousand on Amount > \$25,000	\$ 9.48	\$ 7.45	\$ 21,917.01
COIN & CURRENCY SERVICES FEE TOTALS					\$ 9.48	\$ 7.45	\$ 21,917.01
Paper Disbursements							
Checks Paid	196	\$ 0.15	\$ 0.1200	\$0.12 Each	\$ 29.40	\$ 23.52	\$ 69,232.26
PAPER DISBURSEMENT SERVICES FEE TOTALS					\$ 29.40	\$ 23.52	\$ 69,232.26
RaboOnline for Business Banking Services							
Premium Plus – (Includes Premium Plus ACH Origination)							
Online Banking	1	\$ 25.00	4 30.00	\$30.00 Per Acct. Monthly + ACH Fee	\$ 25.00	\$ 30.00	\$ 88,306.45
CEO Basic Bking Additional Acct. – Monthly Base	2	\$ 10.00	\$	Set up as Basic Online for No Monthly Charges	\$ 20.00	\$	\$
OLB Balance Reporting							
Intra Day/Current Day Subscription Monthly Base	1	\$	\$	Included	\$	\$	\$
Intra Day / Current Day Subscription Item	318	\$ 0.10	\$	Included	\$ 31.80	\$	\$
RaboOnline for Business Banking Services cont...							
OLB Transfers							
Book Transfer (Online)		\$	\$	No Charge	\$	\$	\$
Stop Payments (w/Online Bkg)	2	\$ 6.00	\$ 15.00	\$15.00 Each	\$ 12.00	\$ 30.00	\$ 88,306.45
Wires – Outgoing U.S. w/Online Bkg – Domestic		\$ 9.00	\$ 15.00	\$15.00 Each	\$	\$	\$
Wires – Outgoing U.S. (w/Online Bkg/Foreign in USD)		\$ 21.00	\$ 15.00	\$15.00 Each	\$	\$	\$
ACH Module							
ACH Annual Review / Renewal Fee		\$	\$ 100.00	\$100.00 Per Year	\$	\$	\$
Initial ACH Origination Set-up Fee		\$	\$ 100.00	1 Time Set-Up Fee	\$	\$	\$
ACH – Monthly Maint. Fee	1	\$ 25.00	\$ 35.00	\$35.00 Mo. (per TIN #)	\$ 25.00	\$ 35.00	\$ 103,024.19
Internet ACH One Day Item	397	\$ 0.25	\$	No Charge	\$ 99.25	\$	\$
Internet ACH Two Day Item	127	\$ 0.20	\$	No Charge	\$ 25.40	\$	\$
Internet ACH Batch Release	3	\$ 5.00	\$ 5.00	\$5.00 Per File/ Per Transmission	\$ 15.00	\$ 15.00	\$ 44,153.23

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Services Provided	Volume	Wells Fargo Bank Charge	Rabobank Unit Charge	Description of Charge	Wells Fargo Bank Charge	Rabobank Unit Charge	Demand Coll. Balance Required
Tax Payments							
Online Tax Payment Services	1	\$ 5.00	\$	No Charge	\$ 5.00	\$	\$
Online Tax Payment Per Item Charge	6	\$ 2.50	\$ 2.50	\$2.50 Per Item Fee	\$ 15.00	\$ 15.00	\$ 44,153.23
RABO ONLINE FOR BUSINESS BANKING FEE TOTALS					\$ 273.45	\$ 125.00	\$ 367,946.55
ACH Services							
Electronic Credits Posted	68	\$ 0.20	\$ 0.1000	\$0.10 Each	\$ 13.60	\$ 6.80	\$ 20,016.13
ACH Debit Received Item	18	\$ 0.10	\$ 0.1000	\$0.10 Each	\$ 1.80	\$ 1.80	\$ 5,298.39
GENERAL ACH SERVICES FEE TOTALS					\$ 15.40	\$ 8.60	\$ 25,314.52
Wire Transfer Fees							
Wires – Incoming (Domestic)	4	\$ 15.00	\$ 15.00	\$15.00 Each	\$ 60.00	\$ 60.00	\$ 176,612.90
WIRE & OTHER FUNDS TRANSFER SERVICE FEE TOTALS					\$ 60.00	\$ 60.00	\$ 176,612.90
Other Services							
CEO Cycled Statement Subscription Report – Mo. Base	1	\$ 80.00	\$	No Charge	\$ 80.00	\$	\$
CEO Search	1	\$ 0.95	\$	No Charge	\$ 0.95	\$	\$
Credits Posted	11	\$ 1.40	\$ 1.40		\$ 15.40	\$ 15.40	\$ 45,330.65
Debits Posted – Other	27	\$ 0.15	\$ 0.15		\$ 4.05	\$ 4.05	\$ 11,921.37
OTHER SERVICE FEE TOTALS					\$ 100.40	\$ 19.45	\$ 57,252.02
Total Charges for Services Provided					\$ 662.08	\$ 524.25	\$ 1,543,161.66
ANALYSIS SUMMARY							
				Wells Fargo		Rabobank	
Gross Account Earnings				\$ 64.02	\$ 77.03		
Less Net Activity Charges				\$ (662.08)	\$ (524.25)		
Sub Total Amount due (Net Account Gain/Loss)				\$ (598.06)	\$ (447.22)		
Less Relationship Discount				\$	\$ (52.43)		
Net Account Surplus / (Hard Charge)				\$ (598.06)	\$ (394.79)		
Additional Collected Balances Required to Offset All Fees					\$		1,162,092.29

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13. **Pricing Adjustments** - Prices are to remain constant for the three years of the contract. (If the bank's proposed, pricing is based on the activity levels of the Town's accounts, the basis for determining the pricing must remain constant for these years of the contract.) For subsequent years, indicate what process the bank proposes for price increases, if any.

Our pricing will remain fixed for the three year period of the contract. At the end of the initial contract, the Bank will review its pricing and communicate any price changes in writing to the Town. Any price increase will be calculated at 3% or less

- 14. Conversion Plan- Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.**

A critical component of our treasury management solution is our implementation strategy. Using a project management discipline as the core, Rabobank will assign a dedicated team of implementation experts to work with the Town to ensure that a comprehensive migration plan is developed and adhered to.

Rabobank has designed our implementation strategy around the needs of the customer. It is very important that the Town be properly migrated in a quick, easy fashion. We have an experienced team available to you to ensure success. After your relationship has been transitioned, the transition to the client service team will be seamless because some of the members of the implementation team will still be involved in servicing your account on a daily basis along with your Relationship Manager.

Standard implementation timeline is listed below:

Open Checking Accounts	Less than 1 week
Night Drop	Less than 1 week
Enroll & Begin Online Banking	Less than 1 week
Wire Transfer Capability	Less than 1 week
ACH	2 weeks after submission of all required paperwork
Remote Deposit Service	2 weeks
Merchant Services	2 weeks
CD-Rom Statements	Within 4 weeks (1st of month following enrollment)
Positive Pay/Account Reconciliation	1 week after online banking is implemented

The bank will waive the costs of the conversion other than those detailed in advance. Depending on the services the Town chooses to implement, there may be some one-time set-up costs. Our Remote Deposit Capture and ACH services have one-time set up fees of \$100 each.

The bank will provide the Town supplies such as the first order of checks, deposit slips, deposit bags, Cashier's Checks and endorsement stamps, free of charge.

The bank will also waive all total charges for two months to ensure a smooth implementation.

Based on the services the Town chooses, Rabobank can provide onsite set-up and training to the Town staff. This would include online banking, wire transfers, ACH and whatever additional services the Town utilizes. We can also provide training via WEB-EX over the computer to train Town staff on their products and services.



- 15. Service Enhancements - Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider improving operational or cash management efficiencies**

Business Investment Sweep

As discussed under the Overdraft Protection (Tab 11), this account is a non-FDIC insured interest bearing account that pays money market interest rates with no check access. Sweep funds are invested in Repurchase Agreements (REPOS) – obligations by the bank to repurchase government securities and secured obligations of the bank. Since your deposits are still considered public funds, Rabobank would collateralize all the funds in a business sweep account 102%, as per government code requirements. This gives the Town of Paradise the added peace of mind that all of your funds are safe and secure at Rabobank.

Zero Balance Accounts

A zero balance account is a checking account in which a balance of zero is maintained. At the end of the business day, any balances above zero will be swept automatically from the account to a Concentration Account. In the event that the balance falls below zero or goes negative, funds will be pulled from the Concentration Account to cover the debits or checks presented. A good example of this would be a Payroll Account. As the checks are presented, funds are pulled from the Concentration Account to cover those paychecks. The zero balance account can be used to pay out funds (via check, ACH, etc.) and receive deposits.



16. **Other Information - Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.**

Additional Benefits for Your Employees

As an added feature, if the Town of Paradise selects Rabobank, N.A. as your primary bank, we will offer your employees free checking with direct deposit of their paychecks into an account with us and unlimited check writing privileges. The following are additional benefits that Rabobank will extend to Town employees: their first order of checks free; a free Visa Check ATM Card, free online banking with bill pay; a \$10 discount on a safe deposit box rental; as well as a 0.25% discount on any consumer loans with an automatic payment from their Rabobank checking account.



Exhibit I.

Sponsorships in the Community

Rabobank is very active in the community not just by volunteering and giving of our time and ourselves but also by sponsoring events and providing financial support to events and organizations in our communities. As the Rabobank branch in Paradise, we sponsored several events for non-profits, which include:

Event	Sponsorship/Donation
Gold Nugget Days "Days of Living History"	\$1,000.00 Sponsorship
Rollin' into Jacki's Collector Car Show	\$60.00 Event Sponsor
Ridge Area Coalition of Senior Citizens	\$1,000.00 Donation
Paradise Chamber of Commerce Johnny Appleseed Days	\$500.00 sponsor
Paradise Exchange Club "Blues and Brews"	Employee Participation
Paradise Alliance Church Community Harvest Days Festival "Trunk or Treat"	\$1,000.00 Sponsorship and employee participation
Feather River Hospital "Evening in Paradise"	\$1,250.00 Donation and employee participation
Boys and Girls Club Turkey Time Event Food Drive	\$2,000.00 Donation
Youth for Change Golf for Kids Tournament	\$2,000.00 Sponsorship and employee participation
Paradise Recreation and Parks Youth Scholarship Program	\$1,000.00 Donation
Core Butte Charter School	Field Trip to branch
Paradise Rotary Club Annual Crab Feed	Employee Participation
Paradise Exchange Club "Black and White Ball"	\$1,500.00 Donation and employee participation
Paradise Little League Annual Billboard	\$325.00 Donation
Feather River Hospital Health Foundation \$1 Million Shoot-Out	\$500.00 Donation and employee participation
Dining Out for Meals on Wheels	\$300.00 Sponsorship and participation
Paradise Lake "Kids Fishing Day"	\$500.00 Donation and employee participation
Chamber of Commerce Business Expo	Donated Gift Basket Raffle Prize and employee participation 1 st place for our display
Paradise Chocolate Festival	\$1,000.00 Sponsorship and participation
Oak Knoll Senior Living Casino Night Fund Raiser for Alzheimer's	\$500.00 Sponsorship
Salvation Army "Stuff the Bus" Food Drive & BBQ	BBQ Supplies, Labor and Food Donations
Northern California Ballet Concours De La Chapelle	\$1,000.00 sponsorship and participations
Paradise Family Festival @St. Thomas More Catholic Church	\$500.00 Event Sponsorship

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Banking Services Proposal – July 16, 2012
prepared for

Town of *Paradise*

Umpqua Bank – Corporate Headquarters

One SW Columbia Street, Suite 1200
Portland, Oregon 97258

Umpqua Bank – Local Store

Vicki Nagos
Store Manager
2025 Pillsbury Rd
Chico, CA 95926
Office: 530-332-2914
vickinagos@umpquabank.com

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July 16, 2012

Ms. Gina Will
Finance Director/Town Treasurer
Town of Paradise
5555 Skyway
Paradise, CA 95969

RE: Banking Services Proposal

Dear Ms. Will:

Thank you for the opportunity to participate in the Town of Paradise's banking services proposal. The enclosed responses detail the ability of Umpqua Bank to service the Town's depository and credit needs.

As an Umpqua Bank customer, you often hear the words "Welcome to the World's Greatest Bank." Printed on the walls of each store, this statement is our motto, our vision, and the ideal towards which we constantly strive. We realize that The World's Greatest Bank is a bold title, but it's our sincere desire to continually redefine what it means to be the World's Greatest Bank that makes us so unique. We believe that achieving this status means creating a banking experience that is ideal for our customers; an experience that is second to none. Besides providing exceptional customer service, we are proud of the commitments we make to the communities in which we serve through our volunteer and community giving programs.

Umpqua Bank has 194 full-service stores, commercial banking centers and investment offices between San Francisco, California, and Seattle, Washington, along the Oregon and Northern California Coast, and in Central Oregon and Northern Nevada. Umpqua Holdings Corporation is located in the heart of Portland, Oregon with a current asset size of \$11.6 billion.

Umpqua Bank has a history of providing a varied selection of products, services, and advanced technologies to support complex commercial, governmental, and public sector clients. In addition to meeting our clients' current needs, Umpqua Bank takes a proactive approach to delivering new products and services that provide our clients opportunities for increased profitability and future growth. We pride ourselves on providing world-class customer service at every interaction and we firmly believe that as a community bank, it is our duty to help our communities grow. Additional engagement with the community, include access to Umpqua Bank's volunteers through our Connect Volunteer Network. This program gives all of our Associates up to 40 hours of paid time each year to volunteer with local organizations.

By partnering with Umpqua Bank, the Town of Paradise will enjoy:

- A community bank focused on excellence at every level, from the look and feel of our stores to the depth and flexibility of our customer service.
- An empowered staff ready and able to guide the Town of Paradise through its banking decisions.
- Access to our CEO, Ray Davis, and other top executives.

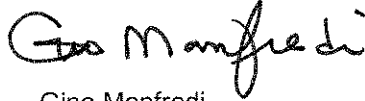
We look forward to speaking with you about this opportunity in more detail. Should you have any questions, please do not hesitate to contact Vicki Nagos, store manager. Vicki will serve as the overall representative to the Town for its total banking services. She can be reached at 530-332-2914 or vickinagos@umpquabank.com, at any time.

On behalf of Umpqua Bank as authorized officials, we would like to confirm that we are extending a firm offer to enter into a contract to perform the work related to the Request for Proposal for Banking Services dated June 15, 2012.

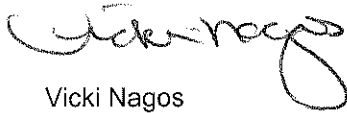
Respectfully,



Sheryl Tibbitts
Vice President
Area Manager



Gino Manfredi
Vice President
Commercial Relationship Manager



Vicki Nagos
Store Manager
Chico Main



Marcelle Plymer
Vice President
Treasury Management

Tab 3 – Bank and Staff Profile

Five printed pages maximum. Respond to the following sections:

- a. Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable corporate or municipal customers. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.**

Umpqua Bank has direct experience in servicing public sector clients. As of June 29, 2012 Umpqua Bank services 1,194 public accounts from 379 public agencies and \$1,135,896,474 in deposits. In California we service over 130 public agencies, 387 public accounts, and \$183,627,555 in deposits.

Umpqua Bank provides a variety of products and services to accommodate the many needs of our corporate and municipal customers. Products and Services including but not limited to; Positive Pay, a fraud protection tool that quickly identifies fraudulent check items on a daily basis, Remit Plus, a deposit capture system that allows the ability to process multiple checks, while scanning coupon remittance that updates the accounts receivable system (systems permitting), and business on-line banking services with ACH and Wire capabilities, with numerous layers of security to protect against fraud. In addition, to providing products and services, local Umpqua Bank Stores provide a hands on approach to our customer needs, with exceptional service, such as, timely notifications of returned items, including personal delivery (if possible), assisting in obtaining bids for armored car services and recognizing opportunities to minimize costs or increasing efficiencies.

We have had the privilege of servicing the numerous depository, treasury management and credit relationships over the years and we appreciate the opportunity the Town has provided to consider Umpqua Bank for their banking needs. If the Town wishes to contact a comparable corporate or municipal customer, we will consider the request and provide the contact information at that time.

- b. Identify the key personnel or department group assigned to the Town's account. Describe the role and responsibility of each person or group.**

Umpqua Bank has assigned a Relationship Management Team to the Town to ensure that you receive the highest level of service. Your primary point of contact will be an assigned store manager. The store manager will manage all day-to-day account operations and service needs. The Town's team will also include a treasury management consultant who will review the relationship structure quarterly and meet with the relationship manager, store manager and Town representatives to discuss new products, services and potential structure changes.

Gino Manfredi
Vice President, Commercial Relationship Manager
530-879-6648 – Office
gino Manfredi@umpquabank.com

Gino is the Commercial Banking Relationship Manager serving the Chico/Paradise area. With over thirty-eight years of banking experience, Gino is responsible for making sure that new and existing clients know the value of all financial products and services available through Umpqua Bank. He also manages the process of delivering integrated financial solutions to his clients while ensuring that operational and quality standards are met and exceeded. He coordinates commercial credits from businesses and municipalities for credit facilities of \$250,000 or greater for, working capital credit lines, equipment term loans, commercial real estate loans and other types of commercial credit facilities.

Vicki Nagos
Chico Main Store Manager
530-332-2914 – Office
530-513-1474 – Cell
vickinagos@umpquabank.com

Vicki manages Umpqua's Chico Main store. She will be the Town's primary point of contact for day-to-day operations and service. Her areas of expertise include customer relations, relationship management and employee development. Vicki joined Umpqua Bank in July 2006 and has 38 years of banking experience.

Marcelle Plymer
Vice President, Treasury Management Consultant
916-563-1032 – Office
916-501-6481 – Cell
marcelleplymer@umpquabank.com

Marcelle will be the treasury management consultant for the Town of Paradise in the absence of Lisa Stewart, Treasury Management Consultant who is based in Redding and on maternity leave. Marcelle will meet with the Town to discuss various products and services, as well as the day-to-day operations. Marcelle joined Umpqua Bank in January 2007. She has over five years of commercial banking experience.

As a Treasury Management Consultant, Marcelle develops new Treasury Management relationships with new or existing commercial, governmental, and public sector clients while promoting the Bank's services and products to individuals and/or groups, answers questions, and facilitates the implementation process of products and services. She is responsible for understanding market needs and service offerings and communicates those needs and offerings to the Product Development Group to enhance our current Treasury Management services.

c. Exceptions. List any services required by the Town that are not included in the bank's proposal.

Remote Deposit Capture Service

The Town currently utilizes Remote Deposit Capture services to scan checks using a desk-top scanner and electronically submit them to the bank. Umpqua Bank processes the checks as Image Retrievable Documents (IRD). We have chosen not to convert the checks into ACH items.

Positive Pay

Umpqua Bank is recommending that the Town implement Positive Pay. Positive Pay is a web-based service that helps defeat counterfeiters by expediting the identification of fraudulent items presented for payment. This quick identification allows the fraudulent items to be returned, thus avoiding any loss to the Town.

Umpqua Bank will notify the Town each morning of their suspect items. The Town can then make a decision to pay or return of the suspect item. Prior to 11 a.m., the Town will notify the bank of its pay/return decisions through the Positive Pay web-based system via TreasuryPro.

Credit Approval

Remote Deposit and ACH Services require credit approval. Umpqua Bank would request financial information from the Town in order to provide soft dollar daily limits.

Tab 4 – Balance Reporting

One printed page maximum. Describe the electronic media and process by which the Town would have access to daily transaction and balance information.

Umpqua Bank's preferred online banking module provides the Town with highly secure Internet access to the Town's financial information and treasury management services. With TreasuryPro, you get access to consolidated account information, plus the ability to initiate online transactions. The system is designed to be intuitive, simplifying navigation for both the security administrator and the user. No charge for viewing balance information and/or account activity.

TreasuryPro is available for customer access 24 hours a day and 7 days a week. Updated daily reports are available in the system by 6 a.m. each business day. TreasuryPro archives history for a rolling 12-month period. For instance, May 2011 through June 2012 would be the current retention for existing users.

Balance Reporting Service Module

The Balance Reporting Service Module enables you to view, search and report on previous day and intraday balances for the Town's checking accounts. The Town can easily search for information using filters to find specific transactions or a range of dates, check numbers, dollar amounts.

With TreasuryPro you can:

- Retrieve and print check images of both front and back of cleared checks.
- Review all non-check debit/credit activity (images not available).
- Place stop payments
- Download transaction detail on all your accounts. Information can be exported in comma-separated and tab-separated value formats, BAI12 format and in OFX format to Quicken, QuickBooks and Microsoft Money.

Tab 5 – Monthly Account Statement

One printed page maximum. Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.

A monthly statement of all account activity will be sent out via U.S. Mail at month end and is also available the next calendar day after the statement cycles by 7:00 am via Umpqua Banks Online Banking, TreasuryPro. The bank report service module displays monthly account statements including current and prior monthly account statements and account analysis statements.

The Town may have the option to combine all accounts on one statement. Images of paid checks are also available through TreasuryPro and/or Umpqua Banks CD ROM Check Imaging.

Umpqua Bank's Check Imaging – CD-ROM service provides stored digital images of original checks on a CD-ROM, allowing secured access to check images at any time.

Receive bank statements and CD-ROM immediately following month end. CD-ROM's may be generated monthly, quarterly, semi-annually or annually.

Images may be read from any PC, viewing software is embedded in each CD-ROM. Each CD-ROM is password protected.

Tab 6 - Electronic Money Transfers

One printed page maximum. Describe the electronic money transfer services offered by the bank.

Umpqua Bank's ACH Service Module in TreasuryPro enables the Town to process direct deposit files and to collect payments. The ACH Module enables the Town to submit, manage and report on electronic funds transfers. The Town's application software system may create a NACHA formatted file that is uploaded to TreasuryPro as a pass-through file. Umpqua Bank would recommend that the Town implement ACH Notification. With ACH Notification, as ACH files are transmitted to the bank, a designated Town associate as well as the initiator, if designated, would receive email confirmation of the ACH file submission, thus providing a confirmation that the file was transmitted to the bank.

In addition, Umpqua Bank has the ability to process files in additional formats:

- A delimited or fixed-width format, transactions can be imported into ACH profiles and payments.
- The ACH module provides a template that the Town can use to create a Direct Deposit/Debit file.

The cutoff time for the Bank to receive an ACH file is 4:00 p.m. We can receive files after that time for future dated effective dated files. The ACH Operations Group opens at 7 a.m. and closes at 9 p.m. or until work is completed.

Book Transfer

The book transfer service module enables the Town to move funds between Umpqua Bank accounts.

Wire Transfer Module

The wire transfer service module enables the Town to transfer funds in U.S. dollars or Foreign monies to domestic or foreign banks as well as to manage and report on wire transfers. Incoming wires may be viewed through this module. The system provides a robust security administrative functionality, allowing the Town to designate employees' input and approval entitlements.

The cutoff time for the Bank to receive an outgoing wire request is 2:00 p.m.

Tab 7 – Payroll Direct Deposit

One printed page maximum. Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposits.

Umpqua Bank offers Direct Deposit service through TreasuryPro, our Information Management System. Direct Deposit is completed through the ACH Module and enables the Town to submit, manage and report on electronic funds transfers. ACH transaction data created in your accounting software may be imported into TreasuryPro.

The Town may upload NACHA files through TreasuryPro, which would then be submitted to our ACH department for processing. Umpqua Bank would recommend that the town implement ACH Notification. With ACH Notification, as ACH files are transmitted to the bank, a designated town associate as well as the initiator, if designated, would receive email confirmation of the ACH file submission, thus providing a confirmation that the file was transmitted to the bank.

Should an issue occur where the file cannot be processed through TreasuryPro, an ACH file can be processed through a secure FTP site to transmit the file to the Bank. Alternatively, an encrypted email process may be used as an additional resource.

Tab 8 – Payroll Tax Processing

One printed page maximum. Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

Using TreasuryPro, the Town will be able to electronically submit tax payments for any corporate, sales tax or payroll tax to the State of California or federal entities as required. By using this process, the Town would be able to view the activity authorized prior to submitting payments.

Using this service for online payments for Tax processing allows the Town to send payments to the respective tax agency, as opposed to the various agencies drawing funds from the Town's bank account.

Tax payment processing would be processed through TreasuryPro and subject to ACH fees.

The Town may also utilize the debit option, which allows the tax agency to directly debit the Town's checking account. This debit option utilizes the respective agencies website or touch-tone telephone service at no charge.

Tab 9 – Credit Card Processing

Two printed page maximum. Describe the electronic system(s) available to the Town for processing credit card transactions.

We are pleased that you have considered Umpqua Bank as the Town's banking partner for your business banking needs. Umpqua Bank and Elavon are direct partners, which enables us to enhance your banking experience. When choosing your merchant service provider there are many different options, however when you process with Umpqua Bank and our partner Elavon, we can offer the Town the best customer service on the market. With an Umpqua Bank depository account for your merchant settlements, Umpqua Bank provides you next-day access to your funds, with automatic deposit into your Umpqua Bank business account. Funds are available next business day if settlement time occurs prior to 10:00 p.m. eastern.

We have the ability to process:

- **Credit and Debit Cards**

Point-of-sale programs combine a broad range of credit payment choices with built-in business tools that make managing payments a breeze.

- **Corporate and Commercial Cards**

Solidify your relationships with corporate, government and educational customers. Reduce paperwork, enhance customer relationships and win new business with corporate purchasing cards.

- **Electronic Gift Cards**

Electronic gift cards increase revenue and attract new customers. They also reduce the fraud and labor associated with paper gift certificates. Deposit and transaction information is consolidated with other processing services on reports and statements.

POINT-OF-SALE SOLUTIONS

- **POS Equipment**

No matter the size of your business, you can take charge with terminals certified on the Elavon Network. Terminals, printers, PIN pads and peripherals from a variety of leading manufacturers are supported.

- **Software & Internet Products**

The Elavon Network supports PC Software and Internet products that can turn your desktop PC into a powerful POS payment processing solution for face-to-face and card-not-present transactions.

REPORTING SOLUTIONS

- **Online Reporting & Support Tools**

Monitor your account around the clock from any Web browser through MerchantConnect.com. This convenient online site allows you to display recent deposits, view chargeback's and retrieval requests, access customer support, and much more.

SUPPORT/OPERATIONS

- **Risk Management & Fraud Control**

The Elavon Network has built-in fraud monitoring and control features to protect your business and your customers' card data. A robust set of risk management and fraud prevention tools are provided.

- **Customer Service & Voice Authorization**

Customer support is there whenever you need it. A dedicated and well-trained staff of service professionals operates a 24/7-call center for voice authorization and client assistance.

The opportunity to meet with the Town to review the current process and equipment would be encouraged. Upon request, we can accommodate the Town's schedule to meet.



Global Acquiring Solutions

**Elavon and Umpqua Bank
MERCHANT PROCESSING PROPOSAL
Town of Paradise
July 16, 2012**

Umpqua Bank and Elavon are pleased to offer the following proposal for MasterCard/ Visa and Discover Electronic Draft Capture Processing.

DISCOUNT RATE

MasterCard and Visa interchange fees are the **same** for all merchant banks and processors. These interchange fees are determined individually for each transaction by a variety of factors including your type of business, the deposit method, the industry specific data included with each transaction and the type of card presented. MasterCard and Visa establish higher fees for transactions that represent higher costs to process and/or higher risk factors.

PRICING and FEES

The proposed pricing structure is Pass-thru Interchange pricing: Elavon and Umpqua Bank will pass on the VISA, MasterCard and Discover Interchange fees and Assessments with a rate charge from ELAVON of .20%. You are currently paying .33%. *Rates quoted are valid for 30 days. Approval is subject to credit review.*

Estimated Annual Savings \$250

Other Fess:

Account Set-up fee \$100

Umpqua Bank/Elavon

Pin Debit – Interchange + \$.20/ea

Monthly Support Fee \$5

Monthly Statement Mail (optional) \$5

Current Processor

Pin Debit – Interchange + \$.30/ea

Monthly Service Charge \$5

Monthly Paper Statement \$10

EQUIPMENT SUPPORT

Elavon and Umpqua Bank can provide a listing of various equipment options to support the business needs for efficient electronic processing. In most cases, we can also arrange to support equipment that you may already own.

**Amber Carmo
Umpqua Bank/Elavon Merchant Services
E-mail Address: amber.carmo@elavon.com
Direct (209) 648-0692 Fax (865) 403-6508**



Tab 10 – Interest Allowance/Earnings (where applicable)

One printed page maximum. Describe the methodology that would be used to give credit to the Town for bank balances.

Umpqua Bank uses a managed rate approach that is both competitive and market based. Umpqua Bank's current Earnings Credit Rate as of July 1, 2012 is 0.30% (30 basis points).

By receiving an earnings credit for the balances kept in the business-analyzed checking account(s), the Town may offset their checking account maintenance fees and eligible service charges, and/or fees for Treasury Management Services.

Tab 11 – Overdraft and Line of Credit

One printed pages maximum. Describe the bank's Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.

Umpqua Bank has a long history of providing financing support to operating companies, as well as municipalities. The bank underwrites requests for lines of credit based on several factors, which principally include, but are not limited to, Repayment Ability, Capital Strength, Use of Funds, Nature of the Business and Quality of Management.

Umpqua Bank can establish revolving credit lines less than \$100 thousand to an excess of \$10 million per borrower. Credit lines can be structured to offset working capital constraints, fund seasonal borrowing needs or finance growth opportunities. Credit lines are maintained per the terms of the loan agreement as part of the overall banking relationship – some credit lines are unmonitored while others follow a more controlled structure with varying degrees of reporting.

In order to establish a credit line Umpqua Bank gathers financial data (which for the Town of Paradise is posted online), meets with the borrower's executive management and negotiates a mutually beneficial credit arrangement. Since Umpqua Bank is a relationship-based bank, a credit line is extended with the expectation that the borrower maintain their primary depository relationship with Umpqua Bank throughout the term of the credit arrangement.

Operating covenants are a common element to credit relationships with our clients. These covenants are negotiated and heavily influenced by the nature and structure of the requested credit. Elements included in covenants often include some combination of minimum net worth, maximum leverage, minimum liquidity and debt service coverage. For the Town of Paradise, we would expect the controls to focus primarily on liquidity measures.

Pricing for lines of credit typically involve the interest charges on outstanding balances plus an annual fee; less frequently, non-usage fees may be negotiated. No fees for draws or other transactional elements are typically charged. The final negotiated interest rate and fees would be based on the value of the entire relationship.



UMPQUA
B · A · N · K

TOWN OF PARADISE MONTHLY SERVICES

BALANCE INFORMATION

AVERAGE DAILY LEDGER BALANCE:		251,948.23
AVERAGE DAILY FLOAT:		0.00
AVERAGE DAILY COLLECTED BALANCE:		251,948.23
POSITIVE POSITION		
31	DAYS OF AVERAGE LEDGER BALANCE	251,948.23
31	DAYS OF AVERAGE AVAILABLE BALANCE	251,948.23
NEGATIVE POSITION		
0	DAYS OF AVERAGE NEGATIVE LEDGER BALANCE	
0	DAYS OF AVERAGE NEGATIVE AVAILABLE BALANCE	

EARNINGS CREDIT SUMMARY

AVERAGE POSITIVE COLLECTED BALANCE		251,948.23
RESERVES ON	251,948.23	25,194.82
INVESTABLE BALANCE		226,753.41
EARNINGS CREDIT FOR INVESTABLE BALANCE AT WFB	0.30%	64.02
EARNINGS CREDIT FOR INVESTABLE BALANCE AT UMPQUA BANK	0.30%	57.78
CHARGE FOR NEGATIVE AVAILABLE BALANCE AT	0.00%	0.00
	WSJ Prime + 3.0%	
NET EARNINGS CREDIT - WFB		64.02
NET EARNINGS CREDIT - UMPQUA BANK		57.78
LESS TOTAL ACTIVITY CHARGES - WFB		662.08
LESS TOTAL ACTIVITY CHARGES - UMPQUA BANK		505.54
NET ANALYSIS AT WFB		(598.06)
NET ANALYSIS AT UMPQUA BANK		(447.76)

MONTHLY SAVINGS

150.30

ANNUAL SAVINGS

1,803.60

**Please refer to the Commercial Services Fees brochure for a complete list of services*

SERVICE DETAIL

		WFB		UMPQUA BANK	
SERVICE DESCRIPTION	NUMBER OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*.Balance & Compensation Information					
FDIC Assessment	259	0.12750	33.08	0.0550	14.27
Uncollected Fund Charge*				*Wall Street Journal Prime + 3.00%	
			33.08		14.27
*.General Account Services					
Desktop Deposit Credit Posted	10	1.00	10.00	0.65	6.50
CEO Cycled Stmt Subscrip Rpt - Mobase/TreasuryPro	1	80.00	80.00	0.00	0.00
CEO E-Stmt Subscription - Account	1	0.00	0.00	0.00	0.00
CEO E-Stmt Subscription - Item	318	0.10	31.80	0.00	0.00
CEO Wells Tax Payment	6	2.50	15.00	0.12	0.72
CEO WellsTax Subscription Per Acct	1	5.00	5.00	0.00	0.00
Account Maintenance - Chexstor	1	15.00	15.00	15.00	15.00
Debits Posted	27	0.15	4.05	0.15	4.05
Credits Posted	11	1.40	15.40	0.65	7.15
			176.25		33.42

SERVICE DETAIL					
		WFB		UMPQUA BANK	
SERVICE DESCRIPTION	NUMBER OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*.Depository Services					
Smart Decision Elec Chk ACH Transit	209	0.10	20.90	0.10	20.90
Smart Decision Elec Chk ACH Onus	32	0.07	2.24	0.10	3.20
Deposited Items Transit	2	0.11	0.22	0.10	0.20
Desktop Deposit - Wfargo Deposit Item	12	0.09500	1.14	0.10	1.20
Desktop Deposit - Non Wfargo Dep Item	155	0.12500	19.38	0.10	15.50
Cash Dep/\$1 Ver At Teller Window	6,769	0.001400	9.48	0.001	6.77
Set-Up Fee *				250.00	0.00
Desktop Monthly Maintance Fee	1	0.00	0.00	50.00	50.00
Per / Item Fee	410	0.00	0.00	0.07	28.70
Car/Keying	410	0.00	0.00	0.04	16.40
			53.35		142.87
*.Paper Disbursement Services					
Stop Payment - Online	2	6.00	12.00	35.00	70.00
WellsImage Paid Check Monthly Base	1	0.00	0.00	0.00	0.00
WellsImage Paid Check Per CD/Account	1	50.00	50.00	25.00	25.00
DDA Checks Paid	196	0.15	29.40	0.15	29.40
CEO Search	1	0.9500	0.95	0.00	0.00
WellsImage Paid Check Per Item	275	0.08000	22.00	0.00	0.00
			114.35		124.40
*.General ACH Services					
Electronic Credits Posted	68	0.20	13.60	0.15	25.00
ACH Received Item	18	0.10	1.80	0.15	2.70
Internet ACH One Day Item	397	0.25	99.25	0.12	47.64
Internet ACH Two Day Item	127	0.20	25.40	0.12	15.24
Internet ACH Base Fee	1	25.00	25.00	25.00	25.00
Internet ACH Batch Release	3	5.00	15.00	5.00	15.00
			180.05		130.58
*.Wire & Other Funds Transfer Service					
Wire IN Domestic	4	15.00	60.00	15.00	60.00
			60.00		60.00
*.Information Services					
TreasuryPro Set-Up Fee*	0			50.00	0.00
TreasuryPro/CEO Monthly Fee	1	25.00	25.00	0.00	0.00
CEO Basic Banking Addl Acct-MO Base	2	10.00	20.00	0.00	0.00
			45.00		0.00
TOTAL OF ACTIVITY CHARGES					
*Set-Up Fees Not Included.			662.08		505.54
RECOMMENDED SERVICES					
		UMPQUA BANK			
*.Positive Pay (includes Check Reconciliation)					
Set-Up Fee (per account)				35.00	0.00
Monthly Fee (per account)	1			40.00	40.00
Issues	196			0.01	1.96
*.ACH Filtering					
Set-Up Fee (per account)				25.00	0.00
ACH Originator Filtering Mo. per acct	1			10.00	10.00
TOTAL OF ADDL' ACTIVITY CHARGES					
					51.96

California Treasury Management Fees

All fees are per item unless otherwise noted. Please see Other Services and Fees brochure for additional service and fee information.

Effective July 1, 2012

ACCOUNT ANALYSIS

Account Fees

Monthly Fee.....	\$15.00/account
Electronic Deposit Posted.....	\$0.15
Paper Deposit Tickets Posted.....	\$0.65
Debits Posted - Paper/Electronic.....	\$0.15
Deposited Items, On Us.....	\$0.09
Deposited Items, Not On Us.....	\$0.10
Currency Deposited.....	\$0.001/\$1.00
Coin Deposited.....	\$0.001/\$1.00
Currency Furnished.....	\$0.001/\$1.00
Coin Furnished.....	\$0.11/roll
Returned Items, Domestic.....	\$5.00
Returned Items, Foreign.....	\$15.00
Deposit Corrections.....	\$5.00
Insurance Fee.....	\$0.055/\$1000 average ledger balance
Reserve Rate.....	10%
Uncollected Funds.....	WSJ Prime Rate +3%

ONLINE BANKING

TreasuryPro Setup.....	\$50.00/company
TreasuryPro.....	No Monthly Charge

ACH ORIGATION

ACH transaction deadline is 4:00 p.m.

ACH Maintenance and Transaction Fees

ACH Monthly Maintenance.....	\$25.00/company
ACH Batches Submitted.....	\$5.00/batch
ACH Debits Originated.....	\$0.12
ACH Credits Originated.....	\$0.12
ACH Addendas Originated.....	\$0.12
ACH Returns.....	\$5.00
Notice of Change.....	\$3.00
Reversal of ACH File.....	\$15.00
Deletion of ACH File.....	\$5.00
Add or Change Data.....	\$5.00
ACH FTP File Delivery.....	\$250.00/setup

ACH Small Business Package

ACH Debits and Credits, 10 Items/month.....	\$20.00/account
Additional Items.....	\$1.00
ACH Addendas Originated.....	\$0.12

CASH VAULT SERVICES

Monthly Fee.....	\$35.00/endpoint
Cash Vault Return Dup Dep Tckt.....	\$30.00
Deposit Ticket (Credit Posted).....	\$1.80
Deposit Adjustment.....	\$5.00
Currency/Coin Deposited.....	\$0.0011/\$1.00
Currency Furnished Non-Standard.....	\$0.0011/\$1.00
Coin Deposited, Standard Bag.....	\$3.00
Coin Deposited, Standard Half Bag.....	\$3.00

CASH VAULT SERVICES, CONT.

Coin Deposited, Partial/Mixed Bag.....	\$5.00
Coin Deposited, STC.....	\$8.00
Touchtone (Telephone) Order.....	\$4.00
Standing Order.....	\$2.00
Manual Order.....	\$6.00
Currency Furnished.....	\$0.001/\$1.00
Coin Furnished, Standard Box.....	\$4.00
Coin Furnished, Standard Half Box.....	\$3.00
Coin Furnished, Rolled.....	\$0.10/roll
Cash Deposit Night Drop.....	\$0.0016/\$1.00
Deposited Checks, On Us.....	\$0.10
Deposited Checks, Region.....	\$0.145
Deposited Checks, Transit.....	\$0.165
Deposited Checks, Local Clearing.....	\$0.125

CHECK IMAGING SERVICES

Paper Check Images of Fronts and Backs with Statement.....	\$6.00/month
Check Images and Monthly Statement on CD ROM: Monthly.....	\$25.00/account
Quarterly.....	\$50.00/account
Semi-Annually.....	\$75.00/account
Annually.....	\$100.00/account

CONTROLLED DISBURSEMENT

General Account Services

Setup Fee.....	\$200.00/customer
Account Maintenance w/ Chexstor.....	\$28.50/account
Cont Disb Credits Posted.....	\$1.14/credit
Debits Posted.....	\$0.36/debit

Paper Disbursement Services

ARP Checks Paid-Full Recon.....	\$0.14/check
ARP Item Paid No Issue Info.....	\$0.012/item
Cont Disb Acct Maint w/ Chexstor.....	\$63.00/account
Cont Disb Image Checks Paid.....	\$0.156/image
Payee Validation Standard.....	\$0.025/item
Positive Pay Exception Checks Returned.....	\$6.00/check
Positive Pay Monthly Base.....	\$63.00/account
Stop Payment-Online.....	\$16.00/stop
Online Image View.....	\$1.80/image
Online Pos Pay Exception Image.....	\$1.50/image
Image Paid Check Monthly Base.....	\$15.00/CD setup
Image Paid Check per CD.....	\$25.00/CD ROM
Cont Disb Acct Maint w/Check Return.....	\$63.00/account
Image Paid Check.....	\$0.025/item

Paper Disbursement Recon Services

ARP Aged Issue Records on File.....	\$0.0065/item
ARP Full Recon.....	\$0.085/item
ARP Monthly Base Full Recon.....	\$68.50/account
ARP Manual Input Issue Info.....	\$4.50/item
Positive Pay Exceptions.....	\$5.50/item
Online ARP Register Input.....	\$0.85/item
Online ARP Statement Monthly Base.....	\$30.00/account

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California Treasury Management Fees

All fees are per item unless otherwise noted.

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CONTROLLED DISBURSEMENT, CONT.

General Ach Services

ACH Received Item.....	\$0.12/item
Electronic Credits Posted.....	\$0.78/credit
ACH Online Fraud Filter Review Mthly Base.....	\$18.00/account
ACH Online Fraud Filter Review.....	\$24.00/item
ACH Fraud Filter Review-Item Fax.....	\$24.00/item
ACH Online Fraud Filter Stop Mthly Base.....	\$20.40/account
ACH Online Fraud Filter Stop.....	\$24.00/item

Information Services

Online Alerts-email.....	\$0.12/alert
Online Check Status Inquiry.....	\$0.95/check
Online Reporting Subscription Mthly Base.....	\$36.00/customer
Online Intraday Subscription Mthly Base.....	\$73.50/customer
Online Intraday Subscription.....	\$0.28421/item
Online Prev Day Subscription Mthly Base.....	\$64.00/customer
Online Prev Day Subscription.....	\$0.19/item
Online Cont Disb Subscription Mthly Base.....	\$63.00/customer
Online Cont Disb Subscription.....	\$28422/item
Online Advanced Package Mthly Base.....	\$90.00/customer

expressDeposit (Remote Deposit Capture)

Set Up Fee.....	\$250.00/company
Scanner.....	*
Monthly Fee.....	\$50.00
Per-Item Fee.....	\$0.07
MICR Repairs.....	\$0.09
CAR/IQUA/Keying.....	\$0.04
ACH Origination.....	\$0.075
ACH Returns.....	\$4.00
Deposit Adjustment.....	\$0.09

*Contact Treasury Management Support at 866-563-1010 for scanner pricing.

FRAUD CONTROL TOOLS

ACH Debit Authorization Set Up.....	\$25.00/account
ACH Block All.....	\$5.00/account
ACH Originator Filtering.....	\$10.00/account
Check Block Setup.....	\$35.00/account
Check Block Monthly Fee.....	\$20.00/account
Positive Pay Set Up.....	\$35.00/account
Positive Pay Monthly Fee.....	\$40.00/account
Positive Pay Issues.....	\$0.010
Positive Pay Voids.....	\$0.010
Positive Pay Returned Item Fee.....	\$4.00
Reverse Positive Pay Setup.....	\$35.00/account
Reverse Positive Pay Monthly Fee.....	\$40.00/account

INFORMATION DELIVERY (AM FAX/EMAIL)

Set Up Fee.....	\$20.00/account
ACH Remittance Advice.....	\$20.00/account
Balance and Transaction Reporting.....	\$20.00/account

LOCKBOX SERVICES

Lockbox Set Up Fee.....	\$150.00/lockbox
Lockbox Monthly Fee.....	\$100.00/lockbox
Additional Lockboxes.....	\$50.00/lockbox
Remittance Processed.....	\$0.35
Document Scanned.....	\$0.04
Image Archived.....	\$0.03
Image Retrieved 1 - 500.....	\$0.00
Image Retrieved 501 - 3000.....	\$0.03
Image Retrieved 3001 +.....	\$0.02
Remittance Reject.....	\$0.30
Remittance Returned.....	\$0.44
Image Paper Return.....	\$0.042
Data Capture Per Keystroke.....	\$0.02
Multiple Payee 10 - 39.....	\$0.14
Multiple Payee > 40.....	\$0.16
Fine Sort > or = 5 Sorts.....	\$0.20
Rough Sort < 5 Sorts.....	\$0.14
Remit Process Foreign Check.....	\$14.00
Remit Process Cash.....	\$11.00
Document Reassociation.....	\$0.09
LBX Credits Posted.....	\$0.60
LBX Deposited Checks.....	\$0.05
LBX Returned Item Chargeback.....	\$5.00
LBX Returned Item Redeposited.....	\$2.50
PO Box Rental.....	By Quote
Special Delivery.....	By Quote
Custom Processing.....	By Quote

MULTIBANK REPORTING

Setup Fee.....	\$150.00/account
Incoming Monthly Fee.....	\$50.00/account
Incoming Per Item Fee.....	\$0.10/item
Outgoing Monthly Fee.....	\$50.00/account
Outgoing Per Item Fee.....	\$0.10/item

NIGHT DEPOSIT SUPPLIES

9x12 Polyseal Bag.....	\$20.00/100
Nylon Transit Bag.....	\$10.00
Nylon Bag Zip Ties.....	\$40.00/250
Non-Return of Night Drop Key.....	\$25.00

PAYROLL CARD SOLUTIONS

MOD (money-on-demand) Card

Set Up Fee.....	\$100.00/TIN
Monthly Fee.....	\$20.00/TIN
Employee Enrollment Fee.....	\$3.50/per card

See ACH Origination section for additional fees.

California Treasury Management Fees

All fees are per item unless otherwise noted.

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SPECIAL DEPOSITORY SERVICES

Set Up Fee.....	\$80.00/account
Monthly Fee.....	\$20.00/account
Deposit Tickets.....	\$1.00
Express ATM Currency Deposited.....	\$0.0016
Express ATM Credits Posted.....	\$1.50
Deposited Checks On Us.....	\$0.10
Deposited Checks WFB Affiliates.....	\$0.07
Deposited Checks Local.....	\$0.08
Deposited Checks Local Clearing.....	\$0.125
Deposited Checks Regional.....	\$0.145
Deposited Checks Transit.....	\$0.16
ATM Deposited Checks.....	\$0.12
Cash Dep/\$1 Ver Teller Windows.....	\$0.0016
Change Order Charge Store.....	\$5.00
Rolled Coin Ordered Store.....	\$0.15
Currency Order/\$1 Store.....	\$0.0016
Return Item Chargeback.....	\$4.00
Return Item Special Instructions.....	\$0.25
Return Item Redeposited.....	\$5.00
Official Bank Check.....	\$8.00
Photocopy.....	\$10.00
Encoded Checks Local Clearing.....	\$0.079
Encoded Checks On Us Premium.....	\$0.059
DDA Checks Paid.....	\$0.16
Credit Posted.....	\$1.50
Electronic Credits Posted.....	\$0.04
Debits Posted.....	\$0.04
ACH Received Item.....	\$0.12
Deposited Check Foreign.....	\$5.00
Deposited Item Canadian.....	\$5.00
Encoded Checks Transit.....	\$0.115
Return Item Special Inst Monthly Fee.....	\$1.00

SWEEP PRODUCTS

Prestige Money Market Sweep

Set Up Fee.....	\$50.00/sweep
Monthly Maintenance Fee.....	\$75.00/sweep

Repurchase Agreement Sweep*

Set Up Fee.....	\$50.00/sweep
Monthly Maintenance Fee.....	\$75.00/sweep

**Repurchase Agreement Sweep product is not FDIC Insured, is not backed or guaranteed by any bank and involves investment risk including possible loss of principal.*

Cash Management Interest Checking Sweep (Public & Private)

Set Up Fee.....	\$50.00/sweep
Monthly Maintenance Fee.....	\$75.00/sweep

One Way Loan Sweep

Set Up Fee.....	\$50.00/sweep
Monthly Maintenance Fee.....	\$100.00/sweep

SWEEP PRODUCTS, CONT.

Two Way Loan Sweep or Loan/Investment Sweep

Set Up Fee.....	\$50.00/sweep
Monthly Maintenance Fee.....	\$200.00/sweep

TELEPHONE TAX PAYMENT SERVICE

T-TAX plus

One Time Set Up Fee.....	\$10.00/TIN
Account Maintenance.....	\$5.00/account
Per State or Federal Tax Payment.....	\$4.00
Fax Receipt.....	\$1.50
Mailed Receipt.....	\$2.50
Quarterly Report.....	\$17.50

WIRE TRANSFER SERVICES

Wire Transfer deadline is 2:00 p.m.

Incoming.....	\$15.00
Outgoing Drawdown Wire Request.....	\$10.00
E-mail/Fax Advice.....	\$4.50
Online Incoming Advice.....	\$2.50
Domestic Outgoing.....	\$25.00
Foreign Outgoing - US Dollar.....	\$50.00
Foreign Outgoing - Foreign Currency.....	\$35.00
Foreign Draft Fee.....	\$50.00
Correspondent/Intermediary Bank Fees.....	\$14.00 - \$20.00

Online Wire Transfers

Wire Monthly Maintenance.....	\$25.00/company
Domestic Outgoing.....	\$12.50
Foreign Outgoing - US Dollar.....	\$35.00
Foreign Outgoing - Foreign Currency.....	\$25.00

ZERO BALANCE ACCOUNTS

Set Up Fee.....	\$25.00/sub account
Master Acct Monthly Maintenance Fee.....	\$25.00/account
Subsidiary Acct Monthly Maintenance Fee.....	\$20.00/account

ADDITIONAL SERVICES

Please contact our Treasury Management Services Group at 1-866-563-1010 for a customized quote on these additional services.

International Banking Services.....	Quote
Money Service Business.....	Quote

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California Other Services & Fee Schedule

Effective August 1, 2011

IMPORTANT ACCOUNT INFORMATION

General Fees

Account Research (minimum \$20).....	\$40.00/hour
Advance Less Than Minimum (line of credit).....	\$20.00
Account Closure Fee for Accounts Closed Within 90 days of Opening.....	\$25.00
Account Reconciliation/Statement Balancing Fee (minimum \$20).....	\$40.00/hour
Cashier's Check.....	\$8.00 each
Cashier's Check (non-customer).....	\$15.00 each
Coin Counting.....	3% of amount of coin
Copy of Item or Statements.....	\$6.00
Deposit Statement Re-handling Fee.....	\$7.50
Foreign Drafts.....	\$50.00
Foreign Currency Exchange.....	varies
Check Cashing Fee (non-customer, non-Umpqua Bank item).....	\$25.00
Check Cashing Fee (non-customer, Umpqua Bank item).....	\$3.00
Check Printing.....	Please contact us for pricing
Endorsement Stamp.....	Please contact us for pricing
Garnishments and Tax Levy (attachments).....	\$125.00 each
Inactive/Dormant Account Escheatment.....	\$2.00/Account
IRA Annual Fee (per account).....	\$25.00
IRA Transfer Fee.....	\$25.00
IRA Early Closure of Term Account.....	\$25.00
Notary Fee.....	ask for fee schedule
Returned Item Charge, Domestic (returned or reprocessed).....	\$10.00*
Returned Item Charge, Foreign.....	\$15.00 plus any 3rd party fees
Statement with Images (front of checks only).....	\$2.00
Statement with Images (front and back of checks).....	\$6.00
Subordination Fee (loan).....	\$125.00
Travelers Cheques.....	2% of purchase amount
Verification of Deposit.....	\$15.00

Overdraft Fees

Overdraft Protection (from deposit or line).....	\$10.00/transfer
Overlimit Charge (line of credit).....	\$27.00
Paid Overdrafts.....	\$35.00 each
Returned NSF/Uncollected/Refer to Maker.....	\$35.00 each
Daily Overdraft Charge.....	\$7.00 per business day after 4 consecutive calendar days overdrawn

Note: If the 4th calendar day falls on a Saturday, Sunday or holiday, the daily overdraft fee will be assessed on the previous business day.

Maximum Daily Charges..... \$175.00*

Stop Payment

Single Item, 6 Month Term.....	\$30.00
Single Item, 12 Month Term.....	\$35.00**
Check Series, 6 Month Term.....	\$35.00
Check Series, 12 Month Term.....	\$40.00
Renewal Single Item, 6 Month Term.....	\$30.00
Cashiers Check.....	\$30.00

* Consumer Accounts Only

** Only available in Stores and via Customer Contact Center

Debit/HSA/HELOC Cards

Replacement Card.....	\$10.00 each
PIN Reissue Fee.....	\$5.00
Expedited Card Replacement.....	\$37.50

ATM Transactions

Withdrawals at another institution's ATM.....	\$2.00
Balance Inquiry at another institution's ATM.....	\$1.00
Mini Statement at Umpqua Bank ATM.....	\$1.00

Note: Other institutions may charge an additional fee for an ATM transaction.

Safe Deposit Boxes

Unreturned Key Fee.....	\$35.00
Drilled Safe Deposit Box.....	\$200.00
Late Charge (after 10 days).....	\$20.00

Box Rental	Standard Fee	Auto Pay Fee
2X5	\$30.00	\$25.00
3X5	\$35.00	\$30.00
4X5/5X5/2X10	\$45.00	\$40.00
3X10/11/12	\$55.00	\$50.00
4X10	\$65.00	\$60.00
5X10/11/6X12	\$75.00	\$70.00
6X10/7X10/5X15	\$85.00	\$80.00
8X10	\$95.00	\$90.00
9X10/10X10/10X11	\$125.00	\$120.00
12X12	\$135.00	\$130.00
10X15	\$145.00	\$140.00
17X15	\$160.00	\$155.00
9X16	\$140.00	\$135.00

Wire Transfer

Foreign/Domestic Incoming.....	\$15.00 each
E-Mail / Fax Advice.....	\$4.50 additional
Domestic Outgoing.....	\$25.00 each
Foreign Outgoing (US dollar).....	\$50.00 each
Foreign Outgoing (foreign currency).....	\$35.00 each

Collections

Domestic.....	\$30.00
Foreign.....	\$75.00
Coupon Redemption (customer only).....	\$15.00

Fax Machine Service

First Page (incoming or outgoing).....	\$5.00
Additional Pages.....	\$2.00 each

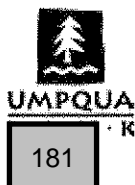
Excessive Transaction Fee

Savings accounts after 6 per Month.....	\$5.00
Money Market accounts after 6 per Month.....	\$5.00
M-Series accounts after 3 per Month.....	\$15.00

Note: ATM and in store transactions are unlimited.

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Tab 13 – Pricing Adjustments

One printed page maximum. Prices are to remain constant for the three years of the contract. (If the bank's proposed pricing is based on the activity levels of the Town's accounts, the basis for determining the pricing must remain constant for these years of the contract). For subsequent years, indicate what process the bank proposes for price increases, if any. Bank may propose an annual adjustment to prices either on a fixed percentage basis or on a variable percentage based on the increase in a nationally recognized index. Indicate if there is a maximum percentage increase applicable.

Umpqua Bank is pleased to provide the Town with competitive pricing indicated in the Pricing Tab 12, based on the activity levels of the Town's accounts, for the three years of the contract.

For subsequent years, the bank will review current market pricing and would provide the Town with exceptional and competitive rates. Our process includes market research with competitive banks in our geographical footprint, including all regional financial institutions.

Tab 14 – Conversion Plan

If applicable. Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.

Umpqua Bank understands that transitioning banking relationships is a large undertaking. Our approach to implementation includes a high level of cooperation and communication between the Treasury Management team and the Town of Paradise. At our first meeting, we will meet with the Town of Paradise to determine specific setup needs and establish critical milestones with due-dates. The team will work in concert to orchestrate the conversion by meeting regularly to provide status report and/or updates on tasks in process, document preparation and signing, and coordinate and implement training activities.

Your Umpqua Bank Relationship Team will provide unlimited meetings, conference calls and on-site visits necessary to establish the relationship, including opening accounts, implementing services and addressing all questions the Town may have.

As indicated in the analysis proforma there are set-up fees for services requested, such as Remote Deposit Capture, Business On-line Banking, as well as the recommended services. Ongoing technical support for products and services is available to the Town at no charge. Costs associated with supplies for day-to-day operations, such as deposit slips, deposit bags, safe deposit box would be passed along to the Town.

In regards to the remote deposit scanners, if the Town owns the equipment, it is possible, that the equipment may be compatible to Umpqua Bank's operating system. Pricing provided does not include the cost of new scanner(s), if the Town does not own the current equipment being utilized.

Ongoing technical support for products and services is available to the District. Costs associated with supplies for day-to-day operations, such as deposit slips, deposit bags, safe deposit box would continue to be passed along to the District.

Umpqua Bank would encourage a quarterly meeting to review the satisfaction of such services as well as provide recommendations of products and services that may increase efficiency or cost cutting opportunities based on the needs of the Town and as new products and services are developed and implemented.

Tab 15 – Service Enhancements

Three printed pages maximum. Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider to improve operational or cash management efficiencies.

Based on our knowledge of the public sector, the service enhancements listed below, we believe should be considered to improve the Town's operation.

MONEY ON DEMAND CARD (MOD)

Eliminate the costs and risk of issuing payroll checks and provide employees with immediate access to their pay. Simply use direct deposit to load your employees' MOD card with their wages. Your employees can then use their MOD debit cards to make purchases and withdraw money, even if they do not have a bank account.

Benefits to the Town:

- Reduce pay check processing fees
- Save managerial time
- Lower risk of check fraud
- Provide a valuable financial tool to employees

Great for your employees:

- No check-cashing fees
- Immediate access to their pay on payday
- Ability to make purchases worldwide (everywhere Visa debit cards are accepted)
- Access to cash at ATMs or at any financial institution that accepts Visa (service fees may apply)
- Ability to make card-to-card transfers to a family member's MOD card
- Ability to add funds to the card through direct deposit from other employers or by transferring money from a checking or savings account

ACH Blocks & Filters

Umpqua Bank offers the ability to "Block" and "Filter" ACH activity on checking accounts. A "Block" prevents either all ACH activity or ACH Debits or ACH Credits. An ACH "Filter" allows the client to identify risk and create "rules" to allow or disallow specific activity.

UMPQUA BANK BENEFIT BANKING

The Town's employee compensation package can be enhanced with Benefit Banking from Umpqua Bank. We will make it easy and convenient for both the Town and its employees to take advantage of this valuable opportunity by hosting on-site appointments to set up new accounts. This package includes:

- Interest Checking with no service charge. In addition, employees will receive a free first order of our Umpqua logo checks and a free Umpqua Bank Debit Card.
- Savings account with no monthly service charge during the first year on new savings accounts.
- Certificates of Deposit – Open a new CD and enjoy a .25% interest rate bonus on standard product pricing
- VISA Credit Card – We offer no annual fee Visa cards with great low interest rates and a variety of reward options.
- Consumer Loans – Enjoy specially priced personal loan products and services including a Home Equity Line of Credit with Lock-In feature.
- Residential Real Estate Loans – Take advantage of historic low rates, a variety of loan programs and no processing or underwriting fees!
- Online Banking and Billpay – Our Umpqua.online banking and paperless statements are free, and online billpay comes with 15 free payments per month.

(Benefit Banking is available only to employees of approved Umpqua Bank Benefit Banking employers. All credit and loan products are subject to credit approval. Other fees may apply; ask for details. All prices and terms are subject to change.)

Merchant Card Services

Umpqua's partnership over the 11 years with Elavon has provided our customers the ability to expand their payment solutions, while accelerating their cash flow. Umpqua Bank, through its relationship with Elavon has provided the Town with a proposed pricing structure, as provided in Tab 9. The proposal includes a comparison to the Town's current processor, with results showing a cost savings to the Town.

In addition to the cost savings, by processing with Umpqua Bank's partner Elavon, and your depository settlement account with Umpqua, we can provide the Town with next-day access to funds, with automatic deposit into your Umpqua Bank business account. Funds are available next business day if settlement time occurs prior to 10:00 p.m. eastern.

More than 1 million merchants trust Elavon to efficiently and securely manage their payment business. Elavon extends powerful payment solutions, flexible connectivity, and effective fraud monitoring tools to customers around the globe—from smaller retail merchants to national retailers, as well as large organizations in segments such as hospitality, healthcare, and the public sector.

Umpqua Bank and Elavon recognize the strategic importance of building a strong and trusted relationship with the Town. Our organizations, aim to continually extend long-term partnerships by providing high quality, flexible, and reliable service, at market competitive prices.

Interchange fees affect all industries and are evaluated annually based on an analysis of industry costs and economic conditions. Although Interchange fees are applied to all credit card processors equally, they fluctuate in amount based on a variety of factors. Rates are subject to change annually for all merchants as per MasterCard and VISA, our merchants are eligible for a rate review every six months at their request.

Tab 16 – Other Information

Three printed pages maximum. Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.

Umpqua Bank is one of the strongest, most financially sound banks in the nation:

- **Capital:** Umpqua is very well capitalized, with \$895 million above the threshold the FDIC considers “well capitalized”.*
- **Liquidity:** We have \$4.8 billion available to support our customers lending needs.
- **Total Risk-Based Capital:** 12/31/2011 – 17.16% (Holding Company level)

*Excess capital, pre-tax, Holding Company level.

Umpqua Bank has 194 full-service stores, commercial banking centers and investment offices between San Francisco, California, and Seattle, Washington, along the Oregon and Northern California Coast, and in Central Oregon and Northern Nevada. Umpqua Holdings Corporation is located in the heart of Portland, Oregon with a current asset size of \$11.6 billion.

Through our community partnership, our goal is to help make our neighborhoods amazing places to live and work. We’re connecting, educating and engaging people and businesses in meaningful, fun ways:

- **Connect Volunteer Network:** Umpqua associates are given up to 40 hours of paid time off to volunteer each year, and you can track how they’re giving back online or in your store. Our Associates consistently say it’s one of the coolest things about working for Umpqua.
- **Learn to Earn:** Teaches students lifelong money management lessons at more than 150 elementary schools throughout the region. Established in 1996, the Learn to Earn curriculum emphasizes how to save, share and spend responsibly.

As a steward of the neighborhoods we serve, Umpqua Bank is dedicated and honored to help sponsor, connect through our volunteer network in community organizations and events. Most importantly, we share your desire and commitment towards making Butte County a desirable place in which to grow and prosper.



BANKING SERVICES
PROPOSAL

5:00 P.M. JULY 16, 2012



PREPARED FOR:

Gina Will
Director of Finance /
Town Treasurer
Town of Paradise
5555 Skyway
Paradise, CA 95969

PREPARED BY:

Troy Kidd
Vice President and
Relationship Manager
U.S. Bank Government Banking
2385 Esplanade
Chico, CA 95926
(530) 893-6152
troy.kidd@usbank.com



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Exhibits





U.S. Bank-Government Banking
2385 Esplanade
Chico, CA 95926

All of **us** serving you™

July 16, 2012

Gina Will
Director of Finance / Town Treasurer
Town of Paradise
5555 Skyway
Paradise, CA 95969

RE: Town of Paradise

Dear Ms. Will:

Thank you for the opportunity to bid for the Town of Paradise's relationship. As your dedicated Relationship Manager, I will function as your primary point of contact for the Town's relationship team. I am joined by a number of other experienced bankers, including Treasury Management Consultant Barbara Landavazo, as well as Commercial Credit Officer Lisa Trombley. We are dedicated to exceeding your service expectations.

We believe that we are the ideal bank for the Town of Paradise. Three factors set us apart from other banks:

1. **A Highly Competitive Offer** – U.S. Bank is pleased to offer the Town (i) 3 years of fixed pricing; (ii) A highly competitive ECR; (iii) **No service charges for the first 3 months transition, including waiving all setup fees .**
 - ✓ **Three years** of fixed pricing
 - ✓ **No service charges** for first 3 months of contract
 - ✓ **0.50% ECR**
 - ✓ **Seamless** transition
2. **Customer Service** —The foundation of our relationship based service model—***All of us serving you***—is at the heart of every interaction of every member of the U.S. Bank team. All of us create the environment to inspire the innovation, drive, teamwork, integrity and sincerity to excel with our customers. All of us work to surpass expectations with superior products, solutions and service.
3. **Innovative banking solutions, increased efficiency, assured seamless transition** – U.S. Bank stands out as a banking industry trailblazer, as the first bank to post deposits by computer, the first to introduce remote check deposit, and one of the few with an in-house merchant services processor for credit card transactions. Such innovation in a banking partner affords the Town a seat at the cutting edge of technology.

U.S. Bank encourages your acceptance of the enclosed competitive proposal for establishing Banking Services. Your questions about any of this information are welcome. Please contact me at (530) 893-6152 at your convenience.

Sincerely,

Troy Kidd
Vice President and Relationship Manager
U.S. Bank Government Banking
troy.kidd@usbank.com

EXECUTIVE SUMMARY

U.S. Bank is pleased to reply to the Town of Paradise “Request for Proposal for Banking Services.” Our proposal as presented fully meets your stated requirements. This Executive Summary highlights several key points that demonstrate why U.S. Bank is the best choice to meet your financial needs.

Understanding Your Needs

As you review current processes in consideration of the best banking partner, consider the many ways our proposal supports the Town’s goals. Our obligation as your banking services provider is to be a good steward of your resources and help you discover the most efficient manner in which to conduct Town financial transactions.

The Town will find this response just one example of the highly-customized, consultative dialogue that you can expect from U.S. Bank. A thoughtful and deliberate approach will be the rule as we work with you to define a tailored solution rather than just recommending a one-size-fits-all product set. Our collaboration will uncover critical requirements and allow us to introduce you to U.S. Bank’s legacy of innovative solutions – bringing you ideas, industry-best practices, and a sharp focus on creating the ideal operational core of services to suit your very specific needs.

Incomparable Stability

As the 5th largest commercial bank in the nation, U.S. Bank’s financial position remains strong due in significant measure to our prudent credit philosophy. U.S. Bank’s conservative business model has resulted in our rating as the strongest, safest, and most secure bank in the market today. U.S. Bank was the only bank to earn a profit in 4th quarter 2008. We are among just nine of the 19 financial institutions to earn a passing grade on the Supervisory Capital Assessment Program – the federal bank stress test.

The banking industry as a whole continues to experience significant distraction as a result of present circumstances. While no financial institution is immune from the effects of current economic challenges, U. S. Bank has remained one of the strongest, highest rated banks in the Country.

Bank Level: Peer Group

	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 U.S. Bank NA	Aa2	on	A+	s	AA-	s	AAH	s
2 Wells Fargo Bank NA	Aa3	on	AA-	on	AA-	s	AAH	s
3 JPMorgan Chase	Aa3	s	A+	on	A+	wn	AAL	s
4 BB&T Bank	A1	s	A	s	A+	s	AAL	s
5 PNC Bank	A2	op	A	s	A+	s	AAL	s
6 Bank of America	A3	s	A	on	A	s	AH	s
7 KeyBank NA	A3	s	A-	op	A-	s	AL	s
8 SunTrust Bank	A3	s	BBB+	s	BBB+	s	A	s
9 Fifth Third Bank	A3	s	BBB+	op	A-	op	A	s
10 Regions Bank	Ba2	s	BBB	s	BBB-	s	BBBH	s



Superior Team Support

Your relationship manager **Troy Kidd**, leads the U.S. Bank team that will bring a breadth and depth of experience to the Town. This group exemplifies the foundation of our relationship based service model – All of us serving you. Another key member in the team serving the Town is **Barbara Landavazo**, Treasury Management Sales Consultant whose background, perspective and understanding in government operations bring invaluable insight to meeting your needs, as she supports Mr. Kidd. This tag-team is joined by the Paradise Relationship Manager, Justin Miley.

A Century Serving Public Entities

U.S. Bank began key banking partnerships with local, state and federal governmental entities more than 145 years ago. U.S. Bank currently has over 5,500 government relationships across the country. We provide depository financial services to public entities throughout our 25-state territory, and specialized services to public entities in all 50 states. By focusing strictly on the needs of public entities, our clients indicate we bring added value through the ability to share solutions among peers that are themselves part of a unique customer segment.

Treasury Management Services

U.S. Bank has grown to become one of the top five providers of Treasury Management services in the nation by understanding the needs of our clients and recognizing the integrated relationship our services represent. It is that knowledge that lets us be a true consultant toward improving payment collection and payment techniques. We are pleased to respond to each of the components in the RFP and suggest a single source banking relationship that has the ability to capitalize on service consistency, a cohesive structure and an overall relationship management perspective that creates added value. Your assigned Treasury Management Consultant, Barbara, has over 25 years of banking experience in retail and commercial banking and has been with U.S. Bank since 1992.

A Smooth Transition

The Town can also expect complete confidence in U.S. Bank's implementation process; it is one characteristic that truly differentiates us from our peers. Relationship Manager Troy Kidd initiates the implementation effort by identifying the Town's specific requirements. Your implementation is then executed against a detailed plan, and managed in tandem with the Town. Troy oversees the entirety of the implementation and will enlist the support of a dedicated experienced professional to work with relevant product lines and support groups. Your Implementation Coordinator helps guide each assigned task to completion and confirms that each component of your plan functions with efficiency and accuracy. Please refer to the **Exhibits** section of this proposal for a Sample Implementation schedule.

Trust U.S. Bank with your Banking Services

The Town's selection process for an ultimate banking partner will consider quality, service, capability and price. But the best value comes from the appropriate combination of these factors. U.S. Bank's proposal demonstrates this value, detailing innovative solutions, competitive pricing and the extensive relationship team to support you. We are confident you will find our focus on contributing to the Town's long-term success unmatched and look forward to a successful banking partnership.



Tab 3 – Bank and Staff Profile

Five printed pages maximum. Respond to the following sections:

- a. Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable customers. It is preferable that one of the comparable customers be a municipal agency. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.

U.S. Bank's legacy of providing specialized financial services to federal, state, city, county, special districts and authorities dates back more than a century. The responsibility for working with public entities has been vested within the Government Banking Division, a specialized group within Corporate Banking. U.S. Bank's Government Banking Division is made up of over 100 highly skilled individuals that cover the Bank's 25-state territory.

Current government relationships number over 5,500 across the country. Extensive work with entities of all shapes and sizes, from federal agencies and state governments to small cities and special-purpose districts gives our Government Banking Relationship Managers a unique perspective. Among the most significant relationships are the U.S. Postal Service and the Internal Revenue Service. This diverse expertise showcases U.S. Bank's understanding of a public entity's detailed and specific requirements and how they differ from those of the private sector.

Customer Name	Butte County
Contact Name	Colleen Bottini, Banking/Cash Management Supervisor
Phone Number	(530) 538-7576
Services	Depository, Treasury Management, Sweep/Cash Management, Custody Services, Purchasing Cards
How long have they been a customer	<u>14 years</u>

Customer Name	City of Woodland
Contact Name	Kimberly McKinney – Finance Director
Phone Number	(530) 661-5849
Services	Depository, Treasury Management, Sweep/Cash Management, Custody Services, Purchasing Cards
How long have they been a customer	<u>16 years</u>

- b. Identify the key personnel or department group assigned to the Town's account. Describe the role and responsibility of each person or group.

U.S. Bank Relationship Management Model

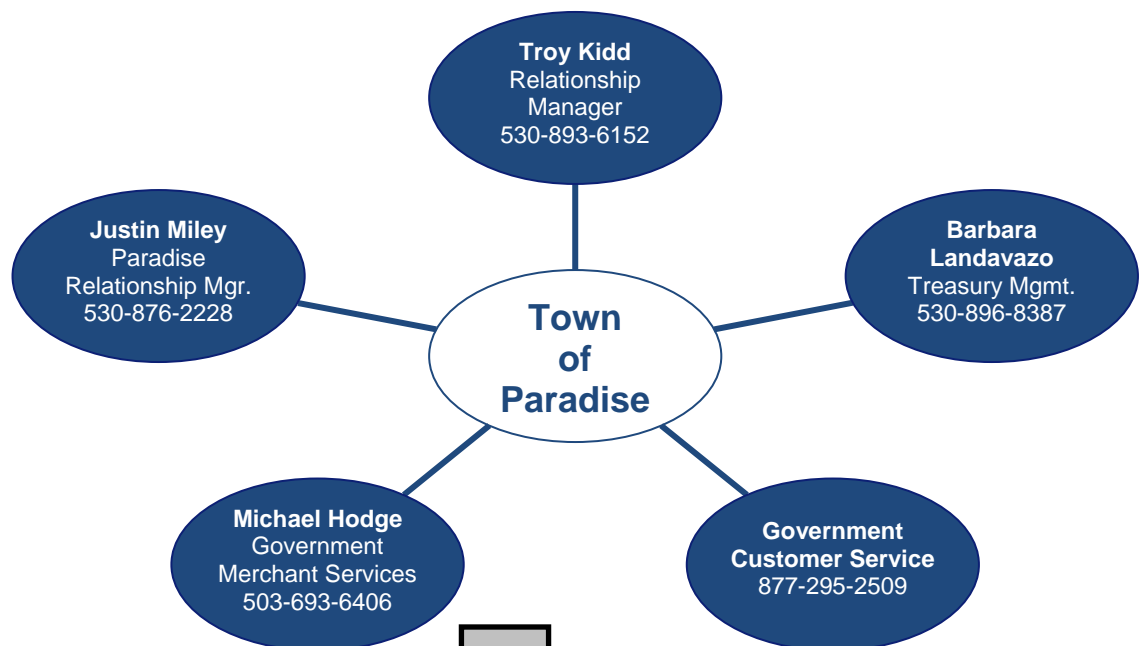
U.S. Bank utilizes a relationship management model that combines local representation and government specific management. This model assures that the Town will always have a local bank representative available and access to a Relationship Manager with government sector expertise. In addition, the Town will have direct access to our Government Customer Service Team for routine requests, research and issue resolution. A few of our competitors attempt to utilize a similar type of model. We believe the difference in our competitors and U.S. Bank is how we execute against this model in providing the best service possible to our customers.

Our Relationship Managers:

- Partner with other U.S. Bank product experts to build a true consultative and customer focused relationship.
- Commit to developing and maintaining products and services that meet the needs of government entities.
- Follow state-specific regulatory requirements.
- Structure timely and accurate implementation of all Bank products, including depository, treasury management, credit products, custody services, corporate trust and cash investments.

Town of Paradise U.S. Bank Relationship Team

Troy Kidd will be the Town's Government Banking Relationship Manager. Troy has ownership of his client relationships across all products of the Bank and is responsible for your complete satisfaction with U.S. Bank. In addition to Troy, the Town will have a Treasury Management Consultant who is responsible for the delivery of banking services, as well as Justin Miley as your Relationship Manager at the local branch. Additional professionals from Merchant Card Services and dedicated Government Banking Commercial Customer Service representatives will round out the team.





Relationship Managers

Troy Kidd

Vice President & Relationship Manager – Government Banking
telephone: (530) 893-6152
troy.kidd@usbank.com

As your primary relationship manager, Troy is responsible for ensuring that your servicing support needs are met by each Division/Department within U.S. Bank. Troy manages policy or pricing issues and partners with you to identify, offer and deliver the right mix of cost-effective solutions. Troy and other team members regularly review relationship strategy, service levels and deliverables. They also meet with you periodically to confirm those objectives are met.

Troy Kidd is the Government Banking Relationship Manager for our customers located in Northern California, Northern Nevada and Southern Oregon. Troy has 21 years of banking experience, including the past 16 years with U.S. Bank in a variety of roles. Troy is based out of Chico, California and actively works with the management staff and other specialized partners. Troy attended Chico State University Majoring in Economics and Political Science. He is very active in the local community as a member of Chico Rotary, Board of Director's for the Boy's & Girl's Club of the North Valley and Board of Director'sChico Eastside Little League.

Justin Miley

Relationship Manager - Paradise Branch
telephone: (530) 876-2228
justin.miley@usbank.com

Justin serves as the local Community Banker and specializes in Business / Commercial lending. He will be the local contact person should Troy not be available. Justin Miley has lived in the Paradise community for 22 years. With 15 years in community banking Justin is the Business Relationship Manager for the Ridge. . He has served his community in several different areas including being a Rotarian for 6 years and serving on the Board of Directors from 2010-2012, Youth Exchange Chair, Rotary District 5160 Abuse Prevention Coordinator, Little League Coach, Challenger Little League Coach 2007-09, Paradise Little League Treasurer 2007-2009. Justin is also a graduate of Western States School of Banking, Albuquerque, NM 2009.

Recent Community Activities Include: Partnering with Paradise Recreation & Park District and Rotary District 5160 to rehabilitate the Picnic Benches at the Aquatic Park in Paradise. Sponsored the Paradise Business Symposium put on by the Town of Paradise and Chamber of Commerce. Sponsored Golf Fore Kids Sake, a fund-raiser for Youth fore Change's transitional living program for underprivileged youth. Working with the Paradise High School, he has mentored several students working on their senior projects and has been a judge for their presentations.



Treasury Management Consultant

Barbara Landavazo

Vice President & Treasury Management and Payments Consultant –
U.S. Bank Government Banking
telephone: (530) 893-8387
barbara.landavazo@usbank.com

Your Treasury Management Consultant is a key member of the Relationship Team, both for implementing new services and identifying new methods created from evolving technology based solutions. Barbara is assigned to our Government Banking clients and is responsible for supporting all cash management solutions, including those discussed in this proposal. Her role is to offer product insight, proactive support and innovative solutions for commercial and government customers. Barbara plays an integral role in the design and implementation of treasury management systems.

Barbara has over 30 years banking experience in retail, commercial, and large corporate banking, and holds the Certified Sales Professional (CSP) designation from the Association of Financial Professionals (AFP) Organization, and an Associate's Degree in Business Banking from Hartnell College in Salinas, California.

Branch Manager

Tim Olson

Branch Manager - Paradise Branch
telephone: (530) 877-9373
timothy.olson@usbank.com

As the Paradise Branch Manager, Tim is responsible for ensuring that the branch's banking transactional needs are met with accuracy and efficiency. The branch partners with and supports the Relationship Managers and Treasury Management Consultants to ensure the customer's financial needs are cared for effectively.

Tim and his Team at the Paradise Branch personally take great pride in providing exceptional service to their customers and the community they serve. Tim has been the Manager of the Paradise Branch for the better part of three years. He has 19 years of retail banking experience, 13 years as a Branch Manager. In addition, Tim has been the CFO of a Heavy Construction Company and Billing Manager of a Community Hospital.

Merchant Services Representative

Michael Hodge

Government Sales Executive - U.S. Bank Payment Solutions
telephone: (503) 693-6406
michael.hodge@usbank.com

Michael will serve a strategic role in ensuring that the merchant services structure is tailored to the Town's needs. Credit and debit card processing is a continually changing environment and Michael will assist the Town with the latest in processing methods, technology, and regulatory consulting, including EBT, a process by which states/government agencies allow payments for benefit programs to be made electronically, rather than by issuing paper checks or coupons.

Michael Hodge is a leading expert in the field of electronic payments and credit/debit card processing. He possesses over 17 years of experience in this field. More specifically, he specializes in client consultation, sales, and service. Michael works exclusively with Government/Public Sector and clients. This specialty would allow him to not only meet, but exceed the Town's requirements relative to this Request for Proposals. Additionally, Michael has spent the past 26 years managing high profile client relationships. He will be responsible for coordinating and implementing Town's Merchant Payment acceptance

Customer Service

Kim Leisse

Customer Service Manager - U.S. Bank Government Banking
telephone: (503) 401-7283
kimberly.leisse@usbank.com

Kim Leisse is the Team Lead for U.S. Bank's Commercial Customer Service for the Government Banking Service Team. Kim has 29 years of banking experience. She has worked through the Branch system as well as the Corporate side. She has worked with government clients for the past 7 years as the Team Lead for the Customer Service Team.

Kim manages a staff of 6 Service Bankers that are available to assist you at any time your assigned service banker is away from the office. Her staff of 6 has 141 years of banking experience collectively.

- c. *Exceptions. List any services required by the Town that are not included in the bank's proposal.*

U.S. Bank meets or exceeds all Minimum Qualifications.



Tab 4 – Balance Reporting

One printed page maximum. Describe the electronic media and process by which the Town would have access to daily transaction and balance information.

SinglePoint Information Reporting

SinglePoint, which is featured throughout this proposal, is U.S. Bank's comprehensive, web based, information reporting and transaction initiation tool. SinglePoint was created in-house by U.S. Bank, based on customer needs and suggestions. With the help of our customers, we have created a friendly online treasury management system to meet our customer's needs. Customer feedback has become the backbone of this online system's continual development.

SinglePoint features Treasury Management modules and customer managed System Administration capabilities which enable your assigned administrators to assign access and functionality as desired. SinglePoint is browser-based, therefore, no additional software is required. In general, SinglePoint is tested and certified for Windows environments.

Retrieve information and create reports—SinglePoint lets you view account summary and transaction detail, including check images. You can view previous day and current day account data. Robust filter options let you view from a broad range of account data down to single transactions. Transfer funds between your U.S. Bank accounts from the account summary view. You can also use transaction search to query a broad range of account activity.

Information Reporting features include the following:

- Key account balance information displayed without the need to generate a report.
- Current and Previous Day account list screen that provide summary information and transactions lists with the ability to drill down to specific transaction detail.
- The ability to "Action" detail transactions from the list screens. For example, view the image of a check and/or return an ACH item.
- Create and customize unique reports and "share" this report with other users.
- Comprehensive filter and sorting report options, including account, date range, amount, and transaction type(s).
- Multiple report formats for printing, viewing and exporting, including PDF, HTML, BAI2, and CSV.

View images—SinglePoint has a powerful image search engine. It lets you request check and deposit ticket images, view and manipulate images, download an image file or save individual images, and share images with other users in your organization.

Manage check fraud—SinglePoint lets you review exceptions over an extended time period, from 9 a.m. to 2 p.m., from multiple accounts. View images of exceptions, make pay/return decisions online, and review exceptions on ACH converted items and Payee Positive Pay items.

Sample SinglePoint reports are included in the **Exhibits** section of this proposal for your reference.

The SinglePoint detailed demo can be accessed from the following web page
www.usbank.com/singlepoint

Go to the bottom of the page and click "demonstration." Use the following ID and code to access the demo. Please note that they are case sensitive.

Access ID: **easy12** Access code: **all4u**

Tab 5 – Monthly Account Statements

One printed page maximum. Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.

SinglePoint Statement Access

U.S. Bank SinglePoint offers the account analysis statement online as part of its special reports, which is downloadable to a CSV file and is also available via an EDI822.

Account Analysis statements are available on the ninth business day of each month and contain 12 months of history.

A Sample Account Analysis Statement and an Account Analysis Statement Guide, along with a Sample Checking Account statement are provided in the **Exhibits** section of this proposal.



File Reporting via Direct Transmission

In addition, there are a variety of methods available for the Town to transfer data files to and from U.S. Bank. All can work with any treasury management product that requires incoming or outgoing data such as Automated Clearing House (ACH) related services, lockbox, account reconciliation, positive pay, information reporting, or Electronic Data Interchange (EDI).

U.S. Bank supported transmission methods include Asynchronous (async) dial-up as well as three Internet-based options, Secure File Transfer Protocol (SFTP), and Secure Hypertext Transfer Protocol (HTTPS) with 128-bit encryption. The bank also supports virtual private network (VPN) leased circuits over a DES3 encrypted channel, Secure AS2 (formerly called EDI/INT), as well as value added network (VAN) transmissions. Optional PGP file level encryption is also available.

Tab 6 – Electronic Money Transfers

One printed page maximum. Describe the electronic money transfer services offered by the bank.

Initiate and manage payments—SinglePoint is the place to initiate your electronic payments. You can create and store ACH transactions, import ACH data from multiple formats and automatically update notifications of change. You can initiate domestic and international wire transfers, create and maintain repetitive templates, import wire transactions and view wire activity reports. Finally, you can build book transfer templates for one-time or recurring internal transfers.

U.S. Bank's incoming and outgoing electronic money transfer services include ACH, Wire Transfer and Book Transfer. SinglePoint, our integrated "multi-product" online portal, offers a one-stop business solution for our money transfer services. For each service you are able to:

Wire Transfer

- Initiate and manage domestic, tax and international wires.
- Initiate multiple wire transfers simultaneously.
- Enter wires around the clock and save offline.
- Request repeat codes online.
- Import repetitive and non-repetitive wire transfer records.
- Use multiple levels of security:
 - Required user ID and password security and is augmented through token-generated password entry and required PIN entry for each wire transfer.
 - User transaction and daily cumulative limits for initiation and approval are available.
 - User access can be granted by wire transfer type, account and function.
 - Audit reports track activity by wire transfer and by user.
 - A sophisticated encryption system secures data during transmission.

ACH

- Initiate and manage ACH transactions, including adjustments.
- Store and reuse your work.
- Set recurring payment schedules.
- Import ACH data from multiple formats.
- Automate notification of change (NOC) updates.
- Permit only authorized ACH transactions to post to your account in order to protect you from fraudulent or incorrect entries. You control access to your account by setting specific criteria for debits and credits.
- Trust a secure environment—System access is encrypted and authenticated by personal token, User ID and password.

Book Transfer

- Move funds to and from checking, savings or loan accounts.
- Create account and loan transfers up to 30 days in advance.
- Create and manage templates for frequently used book transfers.
- Optional secondary approval—Approvers can view full details of each book transfer and confirm approval or make modifications to single or multiple book transfers.

LAIF Transfer

U.S. Bank was selected as a state depository bank in 1992. U.S. Bank can easily support both deposits and withdrawals between the Town and LAIF. As one of seven authorized California State depository banks, the need to make expensive wire transfers to and from LAIF is eliminated. **Cost: There is no charge for transfers to or from LAIF.**

Tab 7 – Payroll Direct Deposit

One printed page maximum. Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposits.

U.S. Bank Direct Deposit

With Direct Deposit, funds are electronically deposited into employee accounts at the financial institution of their choice through the Automated Clearing House (ACH) system. Payroll, pension benefits, expense reimbursements and other payments can be made this way.

Direct Deposit data can be submitted to U.S. Bank via mainframe transmission (ACH Direct), SinglePoint or through a third-party payroll processor.

- **U.S. Bank ACH-Direct Transmission:** Accepts standard format for ACH files and provides a confirmation notice back to you that your file was received for processing. U.S. Bank supports several encrypted transmission protocols for security, including Secure FTP, Secure Command Line FTP and Secure HTTPS.
- **U.S. Bank SinglePoint:** Using SinglePoint ACH reduces the time involved in handling repetitive payments and collections. Once entered, information can be stored and retrieved at any time from any PC with Internet access. Change, delete or edit ACH templates and transactions before you transmit to us for processing. To ensure the accuracy of complex state and federal tax payments, over 1,000 selectable pre-formatted screens are provided
- **Third-party service providers:** Can initiate ACH on the Town's behalf, using secured transmission protocols.



Once the Direct Deposit information is received, U.S. Bank will execute the transactions contained in the data file on the designated settlement date. The National Automated Clearing House Association (NACHA) formatted data file may be submitted to the Bank one business day prior to the transactions' settlement date, however two days is strongly recommended. We debit the Town's account on the settlement date. The Town's cash flow forecast is improved since you know when these disbursements need to be funded.

U.S. Bank's SinglePoint ACH Services will allow the Town to initiate and receive ACH payments, in a maximum secured environment. With ACH services, the Town will be able to know exactly when disbursements and collections are made. With SinglePoint, the Town can easily view incoming and outgoing ACH transactions through comprehensive detailed reporting.

Tab 8 – Payroll Tax Processing

One printed page maximum. Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

U.S. Bank EasyTax

U.S. Bank EasyTax is an easy-to-use automatic tax payment service. When the Town enrolls, the authorized users will receive an access number and Personal Identification Number (PIN) which allows access to initiate federal or state tax payments by calling our toll free number. It works in any state that allows state taxes to be paid electronically. The Town may make tax payments by calling in via Touch-tone phone or through the Internet. We deduct the tax payments from the Town's U.S. Bank business checking account the same day the tax payment is initiated and make the payments to the appropriate state and the Internal Revenue Service (IRS).

U.S. Bank EasyTax Comparison of Features

Service/ Feature	EasyTax ACH Credit	IRS ACH Debit	Federal Tax Wire
Impound Early Payment	Yes	No	No
Due Date Calculation	Yes Provides late warning messages. Accumulates liabilities for \$100K filers	No	No
Payment Reversal Before Settlement Date	Yes Taxpayer can delete a same day payment before Time Zone close. Bank can reverse a payment until due date. <i>If Friday is due date, reversal is accepted until Thursday Time Zone close.</i>	Yes—limited Taxpayer can reverse payment until processing deadline 1 day before due date. <i>If Friday is due date, reversal is accepted until Wednesday end of day.</i>	No
Duplicate Payment	Rejects duplicate payments	Taxpayer must request a payment reversal	No
Deposit Amount	Accepts billion dollar deposits	Accepts million dollar deposits up to \$999,999,999.99	Accepts million dollar deposits up to \$999,999,999.99
Verification/Receipt	Provides payment verification number and receipt via fax, mail & the Internet	Provides payment verification number only	Advice
Confirmation Method	Automated last-transaction query	Transaction verification by operator	Fed Reference Number
PIN Change	Automatic PIN change effective immediately.	Call EFTPS to initiate change. EFTPS assigns PIN by mail only.	Same wire PIN
Demonstration Tools	Intranet Demo available.	Push-button phone demo available only after enrollment.	N/A

Tab 9 – Credit Card Processing

Two printed page maximum. Describe the electronic systems available to the Town for processing credit card transactions.

U.S. Bank Payment Solutions

U.S. Bank Payment Solutions maintains credit and debit card transaction information so that you don't have to. We can supply all necessary hardware, software and special programming needed for implementation of the services. All transactions are electronically authorized and settled (EDC). This can be achieved by using software installed at a central PC workstation or stand-alone point-of-sale terminals. We support the following Credit Card Brands:



Online Payment Solution (INTERNETSECURE)

U.S. Bank Payment Services InternetSecure e-commerce solution enables you to easily and securely accept and process all credit cards — Visa, MasterCard, Discover Network, and American Express— from your website. Secure real-time transaction processing and advanced risk management tools protect your online business from fraud. And because you'll have a direct connection to our powerful and reliable processing network, you can eliminate the costs and complexities of dealing with a third-party gateway provider. Your options for credit card processing are:

- **Merchant Link:** a hosted e-commerce gateway that is the simplest and most comprehensive of the integration options. Your product checkout page or shopping cart is linked directly to our secure server. There is no need to develop or to secure payment pages on your site. Your cardholders shop on your website then connect to InternetSecure via a simple form post in order to process their payment. A general knowledge of HTML programming is required to implement this option.
- **Merchant Direct:** an XML-based API direct integration method that enables merchants to accept payment from customers on their own website, and then interact with the InternetSecure gateway to process the payment. Your website requires at least 128 bit SSL, compliance with the Payment Card Industry (PCI) Data Security Standards and server side processing capability. This requires an advanced knowledge of programming.

Hardware and Software Options (Point of Sale and Mail / Telephone Payments)

U.S. Bank Payment Solutions supports all industry-standard card swipe terminals and printers (Verifone, Hypercom, Nurit). The terminal solutions are full-featured with simplicity in mind. The terminals feature a choice of integrated printers and pin-pads. All terminals can process both swipe and key-entered transactions for credit, debit, and check cards. Each terminal manufacturer offers unique advantages that will integrate with your application. The terminals have been designed to deliver full functionality at an attractive cost. The terminal sizes average about 12 inches in length x12 inches in width. The terminals use a standard telephone line for communication or a high speed Internet / IP connection. The terminals have been designed to deliver full functionality of a terminal, printer, pin pad and check imager at a reduced cost. Unfortunately we are unable to re-program the "owned" proprietary terminals (FD-100). What we can offer is the following;

IP Terminal Upgrade	\$199	The FD 100 terminals can be exchanged for a USED T4220IP Terminal.
	\$249	The FD 100 terminal can be exchanged for a NEW T4220IP Terminal.

U.S. Bank Payment Solutions also supports an internal developed software solution called Virtual Merchant. Virtual Merchant function as a centralized electronic payment processing application that resides on an Elavon hosted server, and allows multiple entry points (PC's) for processing transactions using the internet as the method of delivery



Average response time range of transactions processed by Virtual Merchant is 2-3 seconds from point of request to notification of approval (or decline). Using a secure Internet connection to communicate eliminates the need for additional phone lines. This could represent a significant cost savings.

Virtual Merchant supports transaction payments for credit card, debit card and electronic check services. It also can support recurring payments. Virtual Merchant provides these services at the point of purchase via a swipe card reader, pin pad and electronic check imager.

Virtual Merchant can be used in lieu of terminal hardware devices. Virtual Merchant can also serve as a payment gateway, which means it could take the place of existing third party gateways the Township may have in place today or may be considering. Virtual Merchant would allow for a direct connection from a payment application to our Elavon processing network. This would allow you to process transactions directly to our Elavon back-end (rather than through a third party gateway or platform), which could eliminate third party gateway costs. It would allow you to utilize our highly reliable Elavon network which has experienced no downtime since the network was established back in 1991.

Virtual Merchant is a secure payment gateway, which connects your web site to the processing power of the Elavon Network. Virtual Merchant can process real-time credit card transactions by providing a "buy button / payment page" for a web site. Virtual Merchant can be easily integrated into your web site with just a few lines of HTML code. Virtual Merchant is a secure link between the web site and the Elavon Network. The transactions are encrypted and are passed for real-time transactions. Virtual Merchant transactions are not stored on the web site to reduce the possibility of fraud. In addition Virtual Merchant Mobile solution works with several mobile devices such as selected i-Phone, i-Pad, Blackberry, and Android phones to turn them into payment terminals regardless of the carrier. In addition to encrypting card data at the time of swipe through Magtek iDynamo and BulleT card readers, all payment information is immediately sent to and stored in Elavon's secure, hosted environment to ensure security of cardholder data and to provide added protection for you and your customers.

Electronic Check Services (ECS)

Electronic Check Services (ECS) minimize risk, reduce costs and speed up fund availability. A paper check is scanned through a check imager and converted into an electronic transaction and image at the point of purchase.

- **Faster Access to Funds** - Checks automatically converted to electronic transactions. Funds are settled with the same speed and ease as credit card deposits, typically within 24-48 hours.
- **Reduced Costs** - ECS eliminates the time, labor and paperwork associated with paper checks and returned items.
- **Single Depository Bank Relationship** - All check funds are deposited into a specified DDA account, eliminating the need to physically take the items to your financial institution or have the checks picked up for deposit.
- **Minimized Risk** - Verification and Guarantee services reduce the risk of returned checks. With ECS, transactions that result in non-sufficient funds will be automatically and electronically resubmitted up to two times. With Guarantee services, you would not be impacted financially by returned checks that were authorized and processed through the ECS service.
- **Improved Reporting** - All electronic payment activity (Visa, MasterCard, Discover transactions and checks processed through the ECS service) is consolidated on reports and statements.

Tab 10 – Interest Allowance/Earnings

One printed page maximum. Describe the methodology that would be used to give interest earnings to the Town for bank balances in excess of required compensating balances. Provide the proposed formula to calculate Interest Earnings. All interest earnings for any bank account shall be credited to that account on a monthly basis.

U.S. Bank maintains a number of account products designed to fit the varying needs of our vast customer base. Our government accounts may be interest based, earnings credit based or a combination of the two. All of the accounts offered to our government clients are either fully collateralized in accordance with state and federal requirements or 100% FDIC insured. Given today's challenging interest rate environment, we recommend that the Town keep its excess balances in an analyzed checking account where the earnings credit rate (ECR) is much higher than the interest rate offered on other account types.

During our annual relationship review process we review new and existing account types and rate structures and make recommendations, if necessary, to ensure the Town is in the most appropriate account based on market conditions and the current goals and objectives of the Town. The account presented below is fully collateralized and is being recommended based on a favorable earnings credit rate for the average balances demonstrated in the Town's RFP. We will work with the Town to identify the account that most closely fits your goals and needs.

Proposed Earnings Credit Rate (ECR) =

Premium Checking – Standard rates

\$0 to \$150M	0.23%
\$150M to \$400M	0.25%
Over \$400M	0.28%

Proposed 0.50%

The Earnings Credit Rate (ECR) is calculated based on average positive collected balances less the 10% reserve requirement. Therefore, the effective ECR is 90% of the quoted rate. Earnings credits are calculated on average collected balances and this credit will be used to offset service fees. If the earnings credit amount is not sufficient to cover the cost of the services, the Town's main account will be automatically debited for the balance of the fees. U.S. Bank's earnings credit rate is a managed rate based on short-term interest rate trends.

Balance Requirement Formula

$$\text{Collected Balance Required} = \frac{\text{EC Based Fees} \times \text{\#Days in Year}}{(1 - 10\% \text{ Reserve Requirement}) \times \text{ECR} \times \text{\#Days in Month}}$$

A common practice is to link multiple accounts through account analysis for the sole purpose of combining the average collected balances per account to provide higher total balances in which earnings credits are paid and compensating balances are calculated on. The actual dollars in the individual accounts are not co-mingled and each account has its own activity reporting.

Tab 11 – Overdraft and Line of Credit

One printed page maximum. Describe the bank's Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.



As your banking partner, U.S. Bank will work closely with the Town on all overdraft situations as they arise. U.S. Bank understands that occasionally funding delays happen. We will contact the designated person at the Town to inform them of the overdraft position and ask how it will be funded. This process allows your Relationship Manager, Troy Kidd, to make sure these checks are paid and not returned. We will take your lead to how these checks are handled.

Limited automatic (or guaranteed) overdrafts will be considered, subject to U.S. Bank's credit review and underwriting standards. Due to potential variables and risks to the Town of Paradise, a "blanket" guarantee is not advisable or recommended. Further discussion between the Town of Paradise and bank representatives is recommended to determine the best solution for the Town.

U.S. Bank, as required by the Federal Reserve, monitors real time daylight overdrafts by account and by client relationship. To facilitate wire transfers and other routine business, U. S. Bank can establish an intra-day limit for the Town to ensure the movement of funds as needed. These limits are set for control purposes to protect the Town and the bank. Decisions to release wires that will produce a daylight overdraft are made on a discretionary basis. However, to protect the Town's interests, the Town will always be consulted on wires exceeding the established daylight overdraft limit.

There is no charge for daylight overdrafts if covered with cleared funds at the end of the day. However, if the daylight overdraft is not covered, creating an overnight overdraft, a charge will be applied to the negative balance at a rate of Prime + 4%. This Negative Collected Rate will remain in effect for the life of our contract with the Town.

Tab 12 – Pricing

Three printed pages maximum. Describe the pricing for services and supplies that the bank proposes. The bank should provide a complete listing of all hard dollar costs for services. Proposals should reflect two options: (one) utilizing hard dollar costs and (two) utilizing compensating balance. An additional option may be proposed utilizing a combination thereof. Include a pro forma detailed monthly billing statement as part of this section. (Pricing schedules and billing statement are not included as part of the page maximum for this section). Indicate if the bank will cap or propose a flat monthly service fee based on information provided by the Town in this RFP. Pricing must include all three General Accounts, as well as other limited activity accounts that may be required by the Town during the term of the agreement.

Banking Services Pricing

U.S. Bank will not cap or propose a flat monthly service fee based on the information provided in this RFP. The Bank has created a detailed pro forma account analysis statement which itemizes pricing for services identified by the Town in this RFP. The pro forma analysis on the following pages is based on an earnings credit based account.

Earnings credit is calculated on average collected balance net of reserves. This credit is then used to offset activity charges. If the earnings credit amount is not sufficient to cover the cost of the services, the customer's main account is automatically debited for the balance of the fees. Fee schedules are not affected by the fee payment method.

Recognizing the budget constraints faced by many California cities, U.S. Bank has designed the following offer for the Town:

- **0.50% Earnings Credit Rate,**
- **3 years fixed pricing,**
- **Waive the Town's treasury management setup fees** for all services implemented within 90 days of contract signing,
- **Waive the Town's checking and treasury management fees for the first 3 months** from the time the accounts are opened, and
- We will provide your initial order of deposit slips, checks and stamp free of charge.

Please see our pro forma statement on the following pages for sample analysis fees associated with the Town's provided volumes

Merchant Services Pricing

With the pricing proposal that U.S. Bank is offering, your organization would qualify for:

- Lower fees
- Special, discounted interchange fee programs for public sector
- A breakout of Visa / MasterCard / Discover fees versus the fees assessed by the merchant processing bank for greater transparency



Within this proposal we are presenting the Town with the preferred “Interchange Plus” pricing structure:

There are 3 components to “Interchange Plus” pricing (also known as ‘Cost Plus’). They are Interchange, the level which a credit / debit transaction is cleared at the Card Associations; Assessments, the association fees charged by the Card Associations (Visa / MasterCard / Discover); and the U.S. Bank Charge (PLUS).

The Interchange fees are determined by the card issuing banks and the card associations, and are passed directly from Visa / MasterCard / Discover. They are the same for all service providers. The “PLUS” component is the fee which would be charged by U.S. Bank / Elavon.

Interchange levels and Assessments are not negotiable, and are subject to change. If any changes were to occur, those changes (any increases as well as decreases) would be passed on to your organization typically following statement notifications.

Hardware & PC Options for Electronic Payments

The Town has indicated that it has FD100 terminal devices. These are proprietary to the provider, First Data, therefore they cannot be re-programmed.

- Exchange FD100 – for a new Hypercom T4220 - \$249.00 per device
- Exchange FD100 – for a refurbished Hypercom T4220 - \$199.00 per device

The transaction fee and monthly fee savings we can provide would assist the Town in offsetting these equipment charges.

Outside of the FD terminal exchange program outlined above, the pricing below would pertain to additional future purchases / locations.

Dial Terminal

We offer dial terminals (terminals that authorize transactions via an analog telephone line).

Dial Terminal: \$595.00 purchase price per terminal (includes built-in thermal printer and internal pin pad)

IP Terminal

We offer IP terminals (terminals that utilize a high-speed Internet connect to authorize transactions).

IP Terminal: \$695.00 purchase price per terminal (includes built-in thermal printer and internal pin pad)

Combo Card / Check “Synergy” Terminal – one solution for processing card payments & checks

The Synergy Terminal can process credit / debit card and electronic check transactions. This terminal has a built-in check imaging device and printer. Additional check service fees would apply.


Synergy Terminal: purchase price per terminal \$795.00 (includes built-in thermal printer)

PC Based Processing Solutions – one solution for processing card payments AND checks

We also offer PC based processing solutions (Virtual Merchant). Our Virtual Merchant functions as a centralized electronic payment processing application that resides on U.S. Bank’s Elavon hosted server, and allows multiple entry points (PC’s) for processing transactions using the Internet as the method of delivery. Using a secure Internet connection to communicate eliminates the need for additional telephone lines. This could represent a cost savings.

Virtual Merchant supports credit and debit card, gift card, and electronic check processing services. It also can support recurring payments. It provides these services at the point of purchase via a swipe card reader, pin pad and electronic check imager. It can be used in lieu of terminal hardware devices.

Virtual Merchant: \$995.00 one-time purchase / plus \$10.00 monthly support fee per merchant account that utilizes Virtual Merchant



Virtual Merchant can be purchased one time, and used at an unlimited # of locations / departments (and PC's). In other words, if the Town wanted to use Virtual Merchant at 5 of your departments / locations for instance, the total purchase price would still be \$995.00 (not \$995.00 per department / location / PC). It can also be used as an online payment gateway = a great value! For more information on Virtual Merchant you may visit www.myvirtualmerchant.com (technical information can be found by clicking on Support, and then going to Developers Guide; a list of compatible shopping carts can also be found on this site).

Peripheral Device Options that can be used in conjunction with Virtual Merchant:

Card / Check Reader Options (choice of one of the following):

- Card Reader (to swipe cards point of sale): \$120.00 each
- Card / Check Reader (to swipe cards & checks at point of sale): \$575.00 each

Printer Options (choice of one of the following):

- Epson printer - \$295.00 each (to print small receipts – 2 1/4 “)
 - use your own PC printer device (prints receipt on full 8 1/2' x 11' sheet)

Pricing Schedules

Included on the pages immediately following this section are:

Town of Paradise Sample Pricing pro forma (4 pages)

Merchant Services Fee Schedules (4 pages)

Comprehensive Pricing Schedules for the following services (35 pages)

- U.S. Bank AccelaPay Services
- U.S. Bank Account Protection Services
- U.S. Bank Account Reconciliation
- U.S. Bank ACH Services
- U.S. Bank Bill Consolidator Payments
- U.S. Bank Branch Cash Services
- U.S. Bank Check Image Services
- U.S. Bank Depository Services
- U.S. Bank E-Payment Services
- U.S. Bank EasyTax Services
- U.S. Bank On-Site Electronic Deposit
- U.S. Bank Positive Pay Services
- U.S. Bank Returned Deposited Item Services
- U.S. Bank Singlepoint Essentials
- U.S. Bank Wire Transfer Services



Account Analysis and Billing

Proforma Account Analysis

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July 11, 2012

Town of Paradise - Proposed Pricing

Consolidated Analysis Summary

Earnings Credit Rate	0.50%
Reserve Requirements	10.00%
Current Month Multiplier	2,666.67
Settlement Frequency	Monthly

Balance Summary

Average Collected Balance	=	251,948.23
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Settlement Analysis

Average Positive Collected Balance	\$	251,948.23
Reserve Requirement @ 10%	-	25,194.82
Collected Balance Available for Earnings Credit Services	=	226,753.41
Earnings Credit @ 0.5%		94.48
Earnings Credit Based Service Charges	-	464.42
Current Month Surplus/(Deficit) Position	=	(369.94)
Net Service Charges	\$	369.94

Service Activity Detail

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
DEPOSITORY SERVICES					
010000	ACCOUNT MAINTENANCE	1 \$	8.00000 \$	8.00	21,333
010000	MONTHLY MAINTENANCE	1 \$	- \$	-	
010101	PAPER CREDITS	11 \$	0.80000 \$	8.80	23,467
010101	ELECTRONIC CREDITS	68 \$	0.15000 \$	10.20	27,200
010100	PAPER DEBITS	196 \$	0.12000 \$	23.52	62,720
010100	ELECTRONIC DEBITS	27 \$	0.11000 \$	2.97	7,920
100224	DEPOSITED ITEM-TRANSIT	2 \$	0.06500 \$	0.13	347
100405	RETURNED ITEM MAINTENANCE	\$	- \$	-	
100405	For First 1	1 \$	5.00000 \$	5.00	13,333
100405	For Over 1	\$	5.00000 \$	-	
100402	REDEPOSITED RETURNED ITEM	1 \$	2.50000 \$	2.50	6,667
000230	FDIC INSURANCE	252 \$	0.12075 \$	30.43	81,144
SUB TOTAL DEPOSITORY SERVICES				\$ 91.55	244,131
ACCOUNT RECONCILEMENT SERVICES					



Account Analysis and Billing

Proforma Account Analysis

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Service Activity Detail

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
20020C	SP E ISSUE CXL INPUT	1 \$	0.05000 \$	0.05	133
20020B	SP E FILE UPLOAD	\$	-	-	
20020B	For First 1	1 \$	5.00000 \$	5.00	13,333
20020B	For Next 3	1 \$	-	-	
20020B	For Over 4	\$	3.00000 \$	-	
150030	SP E PPAY W/ ISSUE MO MAINT	1 \$	5.00000 \$	5.00	13,333
150120	POSPAY ONLY-PER ITEM-ESSENT	198 \$	0.02500 \$	4.90	13,087
SUB TOTAL ACCOUNT RECONCILEMENT SERVICES				\$ 14.95	39,867
SINGLEPOINT					
400272	SP E CDAY DET & SUM MO MAINT	\$	-	-	
400272	For First 10	1 \$	5.00000 \$	5.00	13,333
400272	For Over 10	\$	75.00000 \$	-	
400272	SP E PDAY DET & SUM MO MAINT	\$	-	-	
400272	For First 1	1 \$	7.50000 \$	7.50	20,000
400272	For Next 2	1 \$	-	-	
400272	For Next 7	\$	15.00000 \$	-	
400272	For Over 10	\$	75.00000 \$	-	
010407	SP E ACCT ANALYSIS RPT	\$	-	-	
010407	For First 1	1 \$	5.00000 \$	5.00	13,333
010407	For Over 1	\$	-	-	
010307	SP E DDA STATEMENT RPT	\$	-	-	
010307	For First 10	2 \$	-	-	
010307	For Over 10	\$	75.00000 \$	-	
250720	SP E ACH RETURN REPORT	1 \$	-	-	
559999	SP E LOAN BAL & HIST REPORT	1 \$	-	-	
401020	SP E TOKEN MO MAINTENANCE	1 \$	1.50000 \$	1.50	4,000
409999	SP E BOOK TRANSFER MO MAINT	2 \$	-	-	
409999	SP E BOOK TRANSFER-PER ITEM	1 \$	-	-	
150410	SP E STOP PAYMENT MO MAINT	1 \$	-	-	
150410	SP E STOP PAYMENT	2 \$	10.00000 \$	20.00	53,333
250000	SP E ACH MO MAINTENANCE	\$	-	-	
250000	For First 1	1 \$	5.00000 \$	5.00	13,333
250000	For Over 1	\$	-	-	
350000	SP E WIRES MO MAINTENANCE	\$	-	-	
350000	For First 1	1 \$	5.00000 \$	5.00	13,333
350000	For Over 1	\$	-	-	
409999	SP E EXT MESSAGING MO MAINT	\$	-	-	
409999	For First 1	1 \$	10.00000 \$	10.00	26,667
409999	For Over 1	\$	-	-	
SUB TOTAL SINGLEPOINT				\$ 59.00	157,333
WIRE TRANSFER					
350300	INCOMING FEDWIRE CTP	4 \$	6.00000 \$	24.00	64,000
350104	SP E FEDWIRE NON-REPETITIVE	1 \$	7.50000 \$	7.50	20,000
350700	SP E INTL USD NON-REPETITIVE	1 \$	15.00000 \$	15.00	40,000



Account Analysis and Billing

Proforma Account Analysis
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Service Activity Detail

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
	SUB TOTAL WIRE TRANSFER		\$	46.50	124,000
	IMAGE SERVICES				
151350	MONTHLY MAINT-PER ACCT	1	\$ 20.00000	\$ 20.00	53,333
151351	IMAGE ARCHIVE PER CHECK IMAGE	275	\$ 0.03000	\$ 8.25	22,000
151353	IMAGE ARCHIVE - PER CD-ROM	1	\$ 12.50000	\$ 12.50	33,333
	SUB TOTAL IMAGE SERVICES		\$	40.75	108,667
	EASYTAX SERVICES				
250108	EASYTAX WEB TAX PAYMENT	6	\$ 2.00000	\$ 12.00	32,000
	SUB TOTAL EASYTAX SERVICES		\$	12.00	32,000
	ACH SERVICE				
250202	ACH RECEIVED ITEM	18	\$ 0.08500	\$ 1.53	4,080
251050	ACH FILTER MTHLY MAINT	1	\$ 8.50000	\$ 8.50	22,667
250102	SP E ACH-PER ITEM	524	\$ 0.17500	\$ 91.70	244,533
	SUB TOTAL ACH SERVICES		\$	101.73	271,280
	BRANCH COIN/CURRENCY SERVICES				
10001Z	CASH DEPOSITED-PER \$100	68	\$ 0.08500	\$ 5.78	15,413
	SUB TOTAL BRANCH COIN/CURRENCY SERVICES		\$	5.78	15,413
	ELECTRONIC DEPOSIT SERVICES				
101300	EDM MONTHLY MAINTENANCE		\$ -	\$ -	
101300	For First 1	1	\$ 40.00000	\$ 40.00	106,667
101300	For Next 19		\$ 15.00000	\$ -	
101300	For Over 20		\$ 10.00000	\$ -	
101300	WEB CLIENT MAINTENANCE		\$ -	\$ -	
101300	If 1 - 10	1	\$ 19.00000	\$ 19.00	50,667
101300	If 11 - 50		\$ 35.00000	\$ -	
101300	If Over 50		\$ 30.00000	\$ -	
109999	DEPOSIT CREDIT	10	\$ 0.50000	\$ 5.00	13,333
101311	IMAGE CHECK ITEM - ON-US	12	\$ 0.05000	\$ 0.60	1,600
101310	IMAGE CHECK ITEM - TRANSIT		\$ -	\$ -	
101310	If 1 - 50000	209	\$ 0.07000	\$ 14.63	39,013
101310	If Over 50000		\$ 0.13000	\$ -	
101310	ACH ITEM-ON-US	32	\$ 0.04500	\$ 1.44	3,840
101311	ACH ITEM-TRANSIT		\$ -	\$ -	
101311	If 1 - 50000	209	\$ 0.05500	\$ 11.50	30,653
101311	If Over 50000		\$ 0.09000	\$ -	
	SUB TOTAL ELECTRONIC DEPOSIT SERVICES		\$	92.17	245,773



Account Analysis and Billing

Proforma Account Analysis
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Service Activity Detail

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
	TOTAL SERVICE CHARGES		\$	464.42	1,238,464

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Treasury Management Services Terms and Conditions, as the same may be amended from time to time.

Merchant Services Pricing/Equipment Options

Credit Card Processing Fees

Visa / MasterCard / Discover: 0.25% plus \$0.00 per transaction
Plus Visa, MasterCard, & Discover Assessments and Interchange pass through rates and fees

From the merchant statements provided, it appears the Town's current fees are 0.22%-0.33%.

Debit Card Processing Fees:

Visa / MasterCard / Discover: 0.75% plus \$0.15 per transaction
Plus Visa, MasterCard, & Discover Assessments and Interchange pass through rates and fees

From the merchant statements provided, it appears the bulk of the Town's transactions are debit card transactions, and the Town's current fees are 0.80%-0.90% plus \$0.30 per transaction.

American Express / Diners Club:

\$0.20 per transaction
Plus American Express / Diners Club Interchange Fees which would generally be negotiated between the Town and American Express / Diners Club (if applicable).

Fee Examples * - Public Sector Interchange Program (town fees, etc.):

VISA ® <u>Interchange Classification</u>	Visa Pass-Through Fees				U.S. Bank Fees		Approximate Fee based on a \$100.00 payment
	VISA	VISA	VISA	VISA	U.S. Bank	Total / Effective	
	Interchange	Interchange Per Item	Assessments	Assessments Per Item	Per Item Fee	Net Rate/Fee	
<u>DEBIT CARDS</u>	<u>Net Activity</u>	<u>Net Activity</u>	<u>Sales Volume</u>	<u>Net Activity</u>	<u>Transactions</u>		
Card Swiped & Non Swiped Debit Card – Regulated	0.05%	\$0.22	0.11%	\$0.018	0.75% + \$0.15	0.91% + \$0.338	\$1.24
Card Present / Swiped Debit Card – Non-Regulated	0.80%	\$0.15	0.11%	\$0.018	0.75% + \$0.15	1.66% + \$0.318	\$1.97
Card Not Present Debit Card – Non-Regulated	0.65%	\$0.15	0.11%	\$0.018	0.75% + \$0.15	1.51% + \$0.318	\$1.82
<u>CREDIT CARDS</u>							
Card Swiped & Non Swiped Credit Card	1.43%	\$0.05	0.11%	\$0.022	0.25% + \$0.00	1.79% + \$0.072	\$1.86

* These are fee examples. Other transaction interchange fees may apply to card / qualification types (i.e. partial qualified, commercial card, rewards card transactions, etc.). See Interchange / Assessment list for details (provided upon request).

Fee Examples * - Public Sector Interchange Program (town fees, etc.) - cont'd:

MasterCard® Interchange Classification	MasterCard Pass-Through Fees				U.S. Bank Fees		Approximate Fee based on a \$100.00 payment
	MasterCard Interchange	MasterCard Interchange Per Item	MasterCard Assessments	MasterCard Assessments Per Item	U.S. Bank Per Item Fee	Total / Effective	
	<u>Net Activity</u>	<u>Net Activity</u>	<u>Sales Volume</u>	<u>Net Activity</u>	<u>Transactions</u>	<u>Net Rate/Fee</u>	
DEBIT CARDS							
Card Swiped & Non Swiped (Emerging Market) Debit Card - Regulated	0.05%	\$0.22	0.1136%	\$0.0185	0.75% + \$0.15	0.9136% + \$0.3885	\$1.30
Card Swiped & Non Swiped (Emerging Market) Debit Card – Non-Regulated	0.80%	\$0.25	0.1136%	\$0.0185	0.75% + \$0.15	1.6636% + \$0.4185	\$2.08
CREDIT CARDS							
Card Swiped & Non Swiped MasterCard (Public Sector) Credit Card	1.55%	\$0.10	0.1136%	\$0.0185	0.25% + \$0.00	1.9136% + \$0.1185	\$2.03

Discover® Interchange Classification	Discover Pass-Through Fees				U.S. Bank Fees		Approximate Fee based on a \$100.00 payment
	Discover Interchange	Discover Interchange Per Item	Discover Assessments	Discover Assessments Per Item	U.S. Bank Per Item Fee	Total / Effective	
	<u>Net Activity</u>	<u>Net Activity</u>	<u>Sales Volume</u>	<u>Net Activity</u>	<u>Transactions</u>	<u>Net Rate/Fee</u>	
DEBIT CARDS							
Card Swiped & Non Swiped Discover (Public Services) Debit – Regulated	0.05%	\$0.22	0.105%	\$0.021	0.75% + \$0.15	0.905% + \$0.391	\$1.29
Card Swiped & Non Swiped Discover (Public Services) Debit – Non-Regulated	0.90%	\$0.20	0.105%	\$0.021	0.75% + \$0.15	1.755% + \$0.371	\$2.12
CREDIT CARDS							
Card Swiped & Non Swiped Discover (Public Services) Credit	1.50%	\$0.10	0.105%	\$0.021	0.25% + \$0.00	1.855% + \$0.121	\$1.97

* These are fee examples. Other transaction interchange fees may apply to card / qualification types (i.e. partial qualified, commercial card, rewards card transactions, etc.). See Interchange / Assessment list for details (provided upon request).

Other Fees

Application / Set Up Fee – WAIVED	\$295.00	One time fee – per merchant account - WAIVED
Monthly Minimum Fee – WAIVED	\$25.00	Per Month – per merchant account - WAIVED
Monthly Support Fee	\$5.00	Per Month – per merchant account
Paper Statement / Mailing Fee	\$5.00	Per Month – per merchant account (or online statements can be utilized at no charge)
Chargeback Fee – a chargeback represents a transaction that was formally disputed by a cardholder; we charge this fee to assist in investigating and responding to the chargeback	\$25.00	Per Occurrence
Merchant Connect Basic – online reporting tool (reporting tool used by the individual merchant locations)	No Charge	No Charge for Merchant Connect Basic
Monthly PCI Fee (to validate PCI data security compliance and provide breach coverage, if applicable, through our Trustwave QSA – Qualified Security Assessor)	\$7.00	\$7.00 per month – per merchant account
Voice Authorization Fee – if a manual voice authorization needed to be done for some reason	\$0.95	Per Occurrence

U.S. Bank AccelaPay Pricing - 2012

Service Description	Element	Code	Price
AccelaPay Prepaid Debit Card			
Employer			
Program Start-up	DDA00300		\$0.00
Ongoing Support	DDA00304		\$0.00
Marketing Assistance	DDA00305		\$0.00
Card Holder Enrollment	DDA00301		\$0.00
Card Funding	DDA00303		\$0.00
Employee			
Card Issuance and Delivery	DDA00302		\$0.00
Monthly / Annual Fee	DDA00307		\$0.00
Card Activation	DDA00306		\$0.00
PIN Selection or Change	DDA00318		\$0.00
Point of Sale (POS) - Visa Signature-Based	DDA00308		\$0.00
Point of Sale (POS) - Interlink PIN-Based	DDA00310		\$0.00
Teller Cash - Visa Bank	DDA00319		\$0.00
ATM - MoneyPass Branded	DDA00322		\$1.50
ATM - Visa/Plus Branded	DDA00321		\$1.50
ATM Cash - U.S. Bank Branded	DDA00309		\$0.00
ATM Cash - International	DDA00320		\$1.50
ATM - Declined Transaction	DDA00311		\$0.00
Customer Service - IVR	DDA00314		\$0.00
Web-Based Account Access	DDA00313		\$0.00
Customer Service - Live Rep	DDA00315		
3 Free per Month			\$0.00
Per Call after 3 Calls			\$3.00
Monthly Mailed Paper Statement	DDA00324		\$0.00
Balance Inquiry - ATM	DDA00312		\$0.00
Balance Inquiry - IVR	DDA00325		\$0.00
Balance Inquiry - Web	DDA00326		\$0.00
Balance Inquiry - Live Rep	DDA00327		
3 Free per Month			\$0.00
Per Call after 3 Calls			\$3.00
Card Replacement - Expedited Delivery	DDA00323		\$15.00
Account Overdraft	DDA00317		
1st Occurrence can be Waived			\$0.00
Per Occurrence			\$20.00
Account Inactivity	DDA00316		
3 Months Free			\$0.00
Per Month after 90 days			\$2.00
Foreign Currency Conversion	DDA00328		
3% of Transaction			3% of Transaction
			3% of Transaction

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

U.S. Bank Account Protection Services Pricing - 2012

Service Description	Element	Code	Price
Filter and Block Services			
Check Filter Service			
Check Filter Setup	DDA01515	159999	No Charge
Check Filter Monthly Maintenance	DDA01516	150240	No Charge
Check Filter Items Returned (Max. \$150.00)	DDA01517	150320	\$25.00
Business eCheck Block			
Monthly Maintenance - per Account	DDA22532	251055	\$10.00
Block - per Item	DDA22530	251052	No Charge
Setup - per Account (Max. \$25.00)	DDA22531	251055	\$25.00
ACH Filter and Block			
Filter Monthly Maintenance - per Account	DDA22991	251050	\$8.50
Block Monthly Maintenance - per Account	DDA22520	251050	\$12.00
Block and Filter Service Setup - per Account	DDA22523	251055	\$30.00
Positive Pay Services			
Positive Pay with Full Reconciliation			
Full Positive Pay Maintenance	DDA03014	150030	
First Reconciliation per Account - per Cycle			\$95.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Full Positive Pay - per Item	DDA03137	150120	\$0.07
Positive Pay with Partial Reconciliation			
Partial Positive Pay Maintenance	DDA03101	150030	
First Reconciliation per Account - per Cycle			\$70.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Partial Positive Pay - per Item	DDA03102	150120	\$0.05
Positive Pay without Reconciliation			
Positive Pay Only Maintenance - per Account - per Month	DDA03106	150030	\$50.00
Positive Pay Only - per Item	DDA03107	150120	\$0.04
Payee Positive Pay			
Payee Positive Pay Maintenance - per Account	DDA03016	150122	\$40.00
Payee Positive Pay - per Item	DDA03015	151022	\$0.03
SinglePoint Payee Positive Pay Exceptions - per Item	DDA03021	150122	\$1.00
SinglePoint Unreviewed Payee Exceptions - per Item	DDA03028	150310	\$0.15

Reverse Positive Pay

Reverse Positive Pay Maintenance - per Account - per Month	DDA03105	150031	\$115.00
SinglePoint Reverse Positive Pay Image Retrieval - per Item	DDA03020	151352	\$1.00
SinglePoint Reverse Positive Pay Report/File - per Account - per Month	DDA03025	150120	\$75.00
Reverse Positive Pay - per Item	DDA03992	150100	\$0.10
Teller Cashing Block Maintenance - per Account	DDA03994	150120	\$30.00

Positive Pay Exceptions

SinglePoint Positive Pay Exceptions - per Item	DDA03024	150310	\$1.75
Teller Positive Pay Special Handling - per Account - per month	DDA03321	150520	\$35.00

Issue Maintenance

Issue Maintenance Monthly Maintenance	DDA29531	200201	
First Account - per Month			\$20.00
Each Additional Account - per Month			\$0.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 4 Files - per Account - per Month			\$10.00
More than 4 Files - per Account - per Month			\$0.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Maintenance - per Month - per Account	DDA03036	150230	\$15.00

Returned Items

SinglePoint Checks Returned - per Item	DDA03017	150322	\$25.00
SinglePoint ACH Converted Checks Returned - per Item	DDA03018	150322	\$25.00
Positive Pay Checks Returned - per Item	DDA03320	150322	\$25.00

File Confirmation

SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50

Account Setup Fees

SinglePoint Positive Pay Setup	DDA29520	200410	\$100.00
SinglePoint Reverse Positive Pay Setup	DDA29525	150031	\$100.00
SinglePoint Issue Maintenance Setup	DDA29530	109999	
First Account			\$20.00
Each Additional Account			\$0.00
Positive Pay Setup - per Account	DDA03109	151600	\$100.00
Payee Positive Pay Setup - per Check Stock	DDA03013	151600	\$100.00
Reverse Positive Pay Setup - per Account	DDA03110	151600	\$100.00

Check Image Services

Image Archive CD-ROM

Image Archive Monthly Maintenance - per Account	DDA14013	151350	\$20.00
Image Archive Paid Checks - per Item	DDA14010	151351	\$0.03
Image Archive CD-ROM - per CD-ROM	DDA14011	151353	\$12.50
Image Viewing Software - per Customer	DDA14012	151730	\$150.00
Image Archive Setup - per Customer	DDA14020	151600	\$250.00

SinglePoint Image Access

Image Access Monthly Maintenance - per Account	DDA29541	151350	\$20.00
Images Retrieved - per Item	DDA14046	151355	\$1.00
Image Access Setup - per Customer	DDA29540	151399	\$20.00

SinglePoint Image File Delivery

Image File Delivery Monthly Maintenance - per Account	DDA29542	151350	\$80.00
Image File - per Item	DDA14047	151354	\$0.07
Image File Delivery Setup - per Customer	DDA14050	151600	\$200.00

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

U.S. Bank Account Reconciliation Pricing - 2012

Service Description	Element	Code	Price
Account Reconciliation			
Check Reconciliation			
Full Reconciliation Maintenance	DDA03752	200010	
First Reconciliation per Cycle - per Account			\$125.00
Each Additional Reconciliation per Cycle - per Account			\$15.00
Full Reconciliation - per Item	DDA03542	200110	\$0.09
Partial Reconciliation Maintenance	DDA03638	200020	
First Reconciliation per Cycle - per Account			\$65.00
Each Additional Reconciliation per Cycle - per Account			\$15.00
Partial Reconciliation - per Item	DDA03541	200120	\$0.08
Deposit Reconciliation			
Deposit Reconciliation Maintenance - per Account	DDA03758	100600	\$60.00
Deposit Reconciliation - per Item	DDA03755	100610	\$0.12
Daily Credit Report - per Account	DDA03761	100710	\$45.00
Input (Check Reconciliation & Issue Maintenance)			
Issue Maintenance Monthly Maintenance - per Customer	DDA29531	200201	
First Account - per Month			\$20.00
Each Additional Account - per Month			\$0.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 4 Files - per Account - per Month			\$10.00
More than 4 Files - per Account - per Month			\$0.00
ARP Transmission Input - per Transmission	DDA03121	200201	\$15.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Maintenance - per Month - per Account	DDA03036	150230	\$15.00
Output (Check and Deposit Reconciliation)			
ARP Transmission Output - per Transmission	DDA03688	200301	\$15.00
ARP Transmission - per Item	DDA03122	200301	\$0.04
ARP Special Transmission Format - per Account	DDA03120	209999	\$35.00
Fax Check Copy Out	DDA03800	151342	\$6.00
Daily Paid List Maintenance - per Account	DDA03754	150100	\$45.00
Daily Paid List Items	DDA03756	150100	\$0.02
ARP Outstanding Issues Report - per Account - per Cycle	DDA03690	200201	\$10.00
SinglePoint Account Reconciliation			
SinglePoint ARP Recon Monthly Maintenance - per Account	DDA29518	200306	\$10.00
SinglePoint ARP Recon Report - per Item	DDA03029	200100	\$0.02
SinglePoint ARP Recon Extended Retention - per Account	DDA03033	200306	\$25.00
SinglePoint ARP Rejected Items - Per Account per Month	DDA03034	150300	\$5.00

File Confirmation

SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50

Reporting Options

Recon Printing / Mailing Fee - per Cycle	DDA03032	151200	\$20.00
ARP Photocopies - per Item	DDA03683	151342	\$6.00
ARP Duplicate Reports	DDA03686	200310	\$25.00
ARP Range Accounts	DDA03759	200030	\$5.00
ARP Float Report - per Account	DDA03753	200322	\$25.00
Disbursement Float Items	DDA03764	200322	\$0.02

Check Sort of Paid Items

Check Sort Maintenance - per Account	DDA03366	151100	\$70.00
ARP Check Sort - per Item	DDA03537	151100	\$0.13

Data Translation Check Issued File

Data Translation Check Issued Monthly Maintenance	DDA21166	300029	\$150.00
Data Translation Checks Issued - per Payment	DDA21167	300519	\$0.05
Data Translation Checks Issued - per Transmission	DDA21169	200201	\$15.00
Data Translation Checks Issued VAN - per Kilocharacter	DDA21171	200201	\$0.50
Data Translation Checks Issued Setup Standard	DDA21161	200410	\$275.00
Data Translation Checks Issued Setup Custom	DDA21162	200410	\$550.00
Data Translation Check Issued Custom Ack Setup	DDA21163	200410	\$150.00
Data Translation Checks Issued Addl Setup Hours	DDA21164	200410	\$85.00
Data Translation Checks Issued Modify Map	DDA21165	200410	\$250.00

Data Translation Check Paid File

Data Translation Checks Paid Monthly Maintenance	DDA21176	300029	\$150.00
Data Translation Checks Paid Translation Payment - per Payment	DDA21177	300519	\$0.05
Data Translation Checks Paid Transmission - per Transmission	DDA21179	200201	\$15.00
Data Translation Checks Paid VAN Kilocharacter	DDA21181	200201	\$0.50
Data Translation Checks Paid Setup Standard	DDA21172	300340	\$275.00
Data Translation Checks Paid Setup Custom	DDA21173	300341	\$550.00
Data Translation Checks Paid Setup Addl Hours	DDA21174	300340	\$85.00
Data Translation Checks Paid Modify Map	DDA21175	300340	\$250.00

Setup Fees

Setup Full ARP - per Account	DDA03035	200410	\$100.00
Setup Partial ARP - per Account	DDA03131	200410	\$50.00
Setup Transmission Output - per Account	DDA03203	200410	\$100.00
Setup Check Sort - per Account	DDA03129	159999	\$25.00
Setup Deposit Reconciliation - per Account	DDA03202	109999	\$50.00
SinglePoint Issue Maintenance Setup - per Customer	DDA29530	109999	
First Account			\$20.00
Each Additional Account			\$0.00

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

U.S. Bank ACH Services Pricing - 2012

Service Description	Element	Code	Price
ACH Services			
ACH Direct File Transmission - NACHA Format			
Monthly Maintenance - per Customer (Max. \$75.00)	DDA22093	250000	\$75.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.12
10,001 Total Items and Above			\$0.10
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.13
10,001 Total Items and Above			\$0.12
International ACH Item (in addition to originated item)	DDA22987	25010K	\$3.25
Addenda Item (no charge if originated through EDI) - per Addenda Item	DDA22063	250120	\$0.04
Process Run - per Unique Company ID (Max. \$275.00)	DDA22959	250501	\$16.00
Direct ACH Setup - per Customer	DDA22090	251000	\$300.00
Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00
ACH Direct File Transmission - Non NACHA Format			
Monthly Maintenance - per Customer (Max. \$155.00)	DDA21032	300000	\$155.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.12
10,001 Total Items and Above			\$0.10
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.13
10,001 Total Items and Above			\$0.12
ACH Payment Translation - per Payment	DDA21036	250102	\$0.06
ACH Originated Item - per Addenda	DDA21037	30012Z	\$0.04
Direct Transmission - per File (Max. \$500.00)	DDA21038	300100	\$12.00
Originated VAN Translation Kilocharacter	DDA21040	300102	\$0.45
Modify Map	DDA21030	300300	\$250.00
Standard Setup (ANSI X12 format)	DDA21027	300300	\$275.00
Custom Setup	DDA21028	300301	\$550.00
Custom Acknowledgement Setup	DDA21031	300301	\$150.00
File Status Manager Monthly Maintenance - per Account	DDA21204	309999	\$25.00
File Status Manager Standard Setup - per Account	DDA21203	309999	\$75.00

Third Party Vendor Origination - NACHA Format

Monthly Maintenance - per Third Party Service Provider (Max. \$15.00)	DDA22091	250000	\$15.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.12
10,001 Total Items and Above			\$0.10
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.13
10,001 Total Items and Above			\$0.12
Addenda Item (no charge if originated through EDI) - per Addenda Item	DDA22063	250120	\$0.04
Process Run - per Unique Company ID (Max. \$275.00)	DDA22959	250501	\$16.00
Third Party Service Provider Setup - per Company ID	DDA22092	251040	\$50.00

SinglePoint ACH Origination Fees

SinglePoint ACH Setup - per Customer	DDA29501	250000	\$20.00
SinglePoint ACH Monthly Maintenance - per Customer	DDA29502	250000	\$40.00
SinglePoint ACH Originated Transit Item	DDA22204	250102	\$0.17
SinglePoint ACH Originated On-Us Item	DDA22203	250102	\$0.16
SinglePoint ACH Return - per Item	DDA22207	250302	\$2.50
SinglePoint ACH Notification of Change - per Item	DDA22208	251070	\$2.50
International ACH Item (in addition to originated item)	DDA22987	25010K	\$3.25
SinglePoint ACH Originated Addenda Item - per Addenda Item	DDA22063	250120	\$0.04
SinglePoint ACH Process Run - per Unique Company ID (Max. \$220.00)	DDA22206	250505	\$5.50

ACH Direct File Transmission - Confirmation

File Receipt via Fax	DDA22630	259999	\$4.25
Confirmation via Email - per Email	DDA22632	259999	\$1.75
Confirmation via Transmission - per Transmission	DDA22634	259999	\$1.00
Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Received Items

Intl Received Item - per item	DDA22422	250202	\$0.25
Received Item - per item	DDA22423	250202	\$0.085
Received Addenda Item	DDA22972	250220	\$0.04

Secured Funds

Monthly Maintenance - per Customer (Max. \$60.00)	DDA22094	250000	\$55.00
Non Sufficient Funds - per Batch or File	DDA22098	259999	\$30.00

Return/Notification of Change

SinglePoint ACH Return and NOC Report - per Account	DDA29205	250720	
First Account			\$5.00
Each Additional Account			\$1.00
Return - per Received Item	DDA22070	250302	\$3.00
ACH Return - Customer Originated - per Item	DDA22076	250302	\$1.00
Notification of Change - per Item	DDA22414	251070	\$3.00
ACH Automated Dishonor - per Item	DDA22240	250302	\$3.00
ACH Automated Dishonor Item Reported - per Fax	DDA22241	250401	\$4.25
Return and NOC via Fax - per Item	DDA22514	250401	\$3.75
Return and NOC via Transmission - per Item	DDA22516	250670	\$1.50
Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Notification of Change Manager

Monthly Maintenance per Account	DDA22429	251070	\$30.00
Database Report Monthly Maintenance per Account	DDA22430	251070	\$30.00
Converted Item	DDA22428	251070	\$3.00
Database Add - per Item	DDA22427	251070	No Charge
Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00

Redeposit Reporting

SinglePoint Redeposit Report - per Customer	DDA29207	250720	\$5.00
Redeposit Item	DDA22927	250310	\$3.00
Redeposit Report via Fax - per Item	DDA22925	259999	\$4.25
Outgoing Transmission - per Transmission File	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Adjustments

SinglePoint ACH Adjustment Service Monthly Maintenance - per Customer	DDA29504	250611	\$15.00
SinglePoint or Manual Form - Request per Item	DDA22071	250640	\$20.00
SinglePoint or Manual Form - Request per Batch	DDA22064	250641	\$20.00
SinglePoint or Manual Form - Request per File	DDA22067	250642	\$20.00

Data Capture Reporting - NACHA Format

Monthly Maintenance - per Account	DDA22403	250000	\$25.00
Data Capture Individual Settlement - per Item	DDA22402	250202	\$0.09
Data Capture Consolidated Settlement - per Item	DDA22407	250202	\$0.20
Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00
ACH Data Capture Transmission Setup (Max. \$500.00)	DDA22095	251000	\$500.00

Data Capture Reporting - Human Readable Report

SinglePoint ACH Transaction Capture Report - per Account	DDA29211	250720	\$30.00
Data Capture Individual Settlement - per Item	DDA22402	250202	\$0.09
Data Capture Consolidated Settlement - per Item	DDA22407	250202	\$0.20
ACH Data Capture Report Setup	DDA22096	251000	\$50.00

Data Capture Reporting - Non NACHA Format

Data Capture Monthly Maintenance - per Account	DDA21090	300010	\$155.00
Data Capture Item - per Payment	DDA21091	300210	\$0.06
ACH Data Capture Receivable Addenda - per Addenda Item	DDA21092	300210	\$0.03
Outbound Direct Transmission - per Transmission (Max. \$500.00)	DDA21095	300500	\$12.00
Outbound VAN Transmission - per Kilocharacter	DDA21097	300502	\$0.40
Standard File Setup	DDA21086	300320	\$275.00
Custom File Setup	DDA21087	300321	\$550.00
Additional File Hours Setup	DDA21088	300320	\$85.00
File Modify Map	DDA21089	300320	\$250.00

Human Readable ACH Remittance Reporting

SinglePoint EDI Remittance Report - per Account	DDA29226	300224	No Charge
SinglePoint EDI Supplemental Report - per Account	DDA29225	300225	No Charge
Monthly Maintenance - per Account	DDA21184	300010	
First Account			\$40.00
Each Additional Account			\$30.00
Report via Fax - per Faxed Page	DDA21189	300221	\$3.00
Report Setup - per Account	DDA21182	300320	\$30.00

ACH Remittance Delivery Direct to Receiver

Paired Receiver via Email - per Email	DDA21042	300125	\$1.00
Paired Receiver via Fax - per Faxed Page	DDA21043	300121	\$4.25
Paired Receiver per Direct Transmission - per Transmission	DDA21044	300123	\$12.00
Paired Receiver via VAN Transmission - per Kilocharacter	DDA21045	300122	\$0.40
Paired Receiver Setup/Modify via Receiver	DDA21041	300310	\$30.00

ACH Block and Filter

ACH Filter Monthly Maintenance - per Account	DDA22991	251050	\$8.50
ACH Block Monthly Maintenance - per Account	DDA22520	251050	\$12.00
Block and Filter Service Setup - per Account	DDA22523	251055	\$30.00

ACH Positive Pay

SinglePoint ACH Positive Pay Monthly Maintenance - per Account	DDA22641	250000	\$15.00
ACH Positive Pay - per Authorization Added	DDA22642	250000	\$1.00
ACH Positive Pay Item - per Item Paid	DDA22643	250000	\$0.08
ACH Positive Pay Setup - per Customer	DDA22640	250000	\$20.00

UPIC secure account identifier

UPIC Monthly Maintenance - per ID	DDA22350	251000	\$10.00
UPIC Setup Fee - per ID	DDA22351	251001	\$17.00

Business eCheck Block

Monthly Maintenance - per Account	DDA22532	251055	\$10.00
Block - per Item	DDA22530	251052	No Charge
Setup - per Account (Max. \$25.00)	DDA22531	251055	\$25.00

Collection/Distribution Reporting

Outgoing Transmission - per Transmission File (Max. \$275.00)	DDA22415	259999	\$20.00
Outgoing Transmission Report Setup	DDA22801	251000	\$200.00

Pre-Authorized Debits

Monthly Maintenance - per Account	DDA22073	25010D	\$125.00
Check Item	DDA22074	25010E	\$1.00

Additional Services

SinglePoint ACH Settlement Report Monthly Maintenance - per Account	DDA29208	250720	\$25.00
ACH Settlement Report Monthly Maint. - per Customer (Fax Only)	DDA22989	250701	\$35.00
ACH Membership List File	DDA22929	251030	\$100.00
Sunday Processing	DDA22088	259999	\$55.00
Additional Programming - per Hour	DDA22097	251001	\$100.00
Research - per Hour	DDA22993	259999	\$90.00
PGP file-level Encryption Setup	DDA35050	10803	\$200.00
PGP file-level Encryption - Monthly Maintenance	DDA35051	10802	\$55.00

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

U.S. Bank Bill Consolidator Payments Pricing - 2012

Service Description	Element	Code	Price
Bill Consolidator Payments			
Monthly Maintenance			
Monthly Maintenance - per Biller ID	DDA22702	310104	
First Biller ID			\$250.00
Each Additional Biller ID			\$50.00
Consumer-initiated Payments			
Remote Banking Items (Min. \$100.00)	DDA22705	250202	
0 - 4,999 Total Items			\$0.16
5,000 - 9,999 Total Items			\$0.11
10,000 - 24,999 Total Items			\$0.10
25,000 - 49,999 Total Items			\$0.09
50,000 - 99,999 Total Items			\$0.06
100,000 Total Items and Above			\$0.04
Consumer Credit Counseling Service Payments			
CCCS Item	DDA22706	250202	\$0.15
Return/Notification of Change			
Automated Return - per Item	DDA22708	159999	\$1.00
Automated Notification of Change - per Item	DDA22717	250302	\$1.00
Manual Notification of Change - per Item	DDA22716	250302	\$2.00
Manual Return - per Item	DDA22707	250302	\$1.75
Reporting			
Biller Activity Report Monthly Maint - per Biller ID	DDA22715	250701	\$20.00
Credit Counseling Report Monthly Maint - per Biller ID	DDA22714	250202	\$500.00
			\$0.00
Supplemental Remittance Monthly Maint - per Biller ID	DDA40043	300220	\$80.00
Data Transmission			
Data Transmission - per Transmission (Max. \$500.00)	DDA21138	310113	\$12.00

Billers Stop Payment Process

Stop File Monthly Maintenance - Shared File or Dollar Amount Stop	DDA22709	259999	\$75.00
			\$75.00
			\$75.00
Stop File Monthly Maintenance - Direct File to BCP	DDA22711	259999	\$150.00
Stopped Payment - per Payment	DDA22710	250312	\$1.00

Modifications

Reporting Modifications, Administrative	DDA21132	310103	\$5.00
Reporting Modifications, Map	DDA21133	310103	\$150.00

Setup Fee

Setup	DDA21130	310100	\$750.00
Additional Remittance File Setup	DDA21219	310100	\$200.00
Stop File Setup - Shared File or Dollar Amount Stop	DDA22712	251000	\$100.00
Stop File Setup - Direct File to BCP	DDA22713	251000	\$200.00

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

U.S. Bank Branch Cash Services Pricing - 2012

Service Description	Element	Code	Price
Branch Cash Services			
Branch Cash Deposited			
*Cash Deposited - per \$100	DDA23603	10001Z	\$0.085
Coin Deposit - per Roll	DDA23533	100011	\$0.12
Loose Mixed Coin Deposit - per Bag	DDA23632	100012	\$10.00
Fed Ready Coin Deposit - per Bag	DDA23631	100014	\$3.25
Night Deposit Processing - per Deposit	DDA23422	109999	\$1.00
Branch Cash Ordered			
Currency Order - per Strap	DDA23519	10004A	\$1.00
Loose Currency Ordered - per \$100	DDA23500	100048	\$0.14
Coin Rolls Ordered - per Roll	DDA23532	100044	\$0.15
Coin Rolls Ordered - per Box	DDA23522	100046	\$5.25
Loose Coin Ordered - per Bag	DDA23630	100047	\$3.50
Change Order - per Order	DDA23602	100040	\$5.00

CA,NV (Mkt CP3) M3 - Municipal Inv Net Ckg

**Cash Deposited is calculated by dividing each cash deposit by 100 and rounding the resulting value*

U.S. Bank Check Image Services Pricing - 2012

Service Description	Element	Code	Price
Check Image Services			
Image Archive CD-ROM			
Image Archive Monthly Maintenance - per Account	DDA14013	151350	\$20.00
Image Archive Paid Checks - per Item	DDA14010	151351	\$0.03
Image Archive Check/Deposit Ticket Image - per Item	DDA14038	151351	\$0.06
Image Archive CD-ROM - per CD-ROM	DDA14011	151353	\$12.50
Duplicate CD-ROM	DDA14014	151353	\$25.00
Image Viewing Software - per Customer	DDA14012	151730	\$150.00
Image Archive Setup - per Customer	DDA14020	151600	\$250.00
SinglePoint Image Access			
Image Access Monthly Maintenance - per Account	DDA29541	151350	\$20.00
Images Retrieved - per Item	DDA14046	151355	\$1.00
Photocopies Retrieved - per Item	DDA14048	151341	\$6.00
Deposited Item Images Retrieved - per Item	DDA14049	151355	\$0.50
Image Access Setup - per Customer	DDA29540	151399	\$20.00
Returned Deposited Item Images Retrieved - per Item	DDA01110	100403	\$1.00
Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00
SinglePoint Image File Delivery			
Image File Delivery Monthly Maintenance - per Account	DDA29542	151350	\$80.00
Image File - per Item	DDA14047	151354	\$0.07
Image File Delivery Setup - per Customer	DDA14050	151600	\$200.00

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U.S. Bank Depository Services Pricing - 2012

Service Description	Element	Code	Price
Depository Services			
Account Maintenance			
Account Maintenance	DDA01543	10000	\$8.00
Credits/Deposits			
Electronic Credits	DDA01500	10101	\$0.15
Paper Credits	DDA01506	10101	\$0.80
Debits/Checks Paid			
Electronic Debits	DDA01553	10100	\$0.11
Paper Debits	DDA01556	10100	\$0.12
Rejected Checks Paid	DDA01358	150101	
First 50 Items			\$0.00
Each Additional Item			\$0.50
Deposited Items			
Deposited Item - On-Us	DDA01116	100220	\$0.11
Deposited Item - Local	DDA01503	100222	\$0.13
Deposited Item - Regional	DDA01504	100223	\$0.13
Deposited Item - Transit	DDA01507	100224	\$0.065
Deposited Item - Canadian (USD)	DDA34515	10022Z	\$4.00
PreEncoded Deposited Item - On-Us	DDA01115	100210	\$0.09
Pre-Encoded Deposited Item - Local	DDA01559	100212	\$0.11
Pre-Encoded Deposited Item - Regional	DDA01704	100213	\$0.11
Pre-Encoded Deposited Item - Transit	DDA01705	100214	\$0.11
Pre-Encoded Deposited Item - Canadian (USD)	DDA34514	10021Z	\$4.00
Rejected Pre-Encoded Deposited Items	DDA01357	100230	\$0.50
FDIC Insurance			
FDIC Insurance	DDA01205	230	Varies*
Check Filter Service			
Check Filter Setup	DDA01515	159999	No Charge
Check Filter Monthly Maintenance	DDA01516	150240	No Charge
Check Filter Items Returned (Max. \$150.00)	DDA01517	150320	\$25.00

Overdrafts				
Overdrafts Paid	DDA01126	150341		\$35.00
NSF (Non-Sufficient Funds) Items	DDA01103	150340		\$35.00
Extended Overdraft (Weekly Beginning on 8th Calendar Day)	DDA01130	202		\$25.00
Uncollected Funds Usage Rate	DUMXXXX	144		**Prime + 4%

Stop Payments				
Stop Payment 6 Months - Manual	DDA01511	150420		\$30.00
Stop Payment 12 Months - Manual	DDA01518	150420		\$40.00
Stop Payment 24 Months - Manual	DDA01519	150420		\$50.00

Statement Services				
Statement with Checks - per Month	DDA01522	151360		\$12.00
Statement with All Items	DDA01520	151360		\$12.00
Statement with Items (Checks/Dep Tickets) - per Item	DDA01523	151360		
First 100 Items				\$0.00
Each Additional Item				\$0.05
Statement with Check Front Images	DDA01528	151350		\$5.00
Statement with Check Front and Back Images	DDA01532	151350		\$5.00
Statement with Check Front and Deposit Tickets Images	DDA01534	151350		\$5.00
Statement w/ Chk Fronts and Backs and Dep Ticket Images	DDA01536	151350		\$5.00
Statement with Deposit Ticket Images	DDA01538	151350		\$5.00
Statement with Images - per Image	DDA01530	151351		
First 100 Images				\$0.00
Each Additional Image				\$0.02
Snapshot Statement/Copy of Statement	DDA01610	10320		\$8.00
Statement Special Handling	DDA01360	10320		\$20.00
Special Statements	DDA01510	10320		\$14.00
Account Analysis Invoice Fee	DDA35706	371		\$25.00
Deposit Recap Maintenance	DDA03100	100600		\$40.00

Miscellaneous				
Official Bank Checks	DDA35557	150511		\$7.00
Money Orders	DDA35573	150514		\$5.00
Counter Checks	DDA01606	150810		\$2.00
Copy of Check or Deposit Ticket	DDA01204	151342		\$6.00
Account Inquiries By Phone	DDA01214	10600		\$5.00
Related Account Transfers By Phone	DDA01215	10600		\$5.00
Research - per Hour	DDA35773	10620		\$75.00
Fax Fee	DDA01003	159999		\$5.00
Deposit Error Correction	DDA01217	10630		\$15.00

Data Integration Services - Depository Statement				
Electronic DDA Statement Monthly Maintenance	DDA21155	10330		\$150.00
Electronic DDA Statement Item Translation	DDA21156	300519		\$0.10
Electronic DDA Statement Direct Transmission (Max. \$250.00)	DDA21158	10332		\$10.00
Electronic DDA Statement Standard Setup	DDA21151	300340		\$275.00
Electronic DDA Statement Custom Setup	DDA21152	300341		\$550.00
Electronic DDA Statement Additional Setup Hours	DDA21153	300340		\$85.00
Electronic DDA Statement Map Modification	DDA21154	300340		\$250.00

Data Integration Services - Analysis Statement

Electronic Account Analysis Monthly Maintenance (Max. \$60.00)	DDA21145	10440	\$60.00
Electronic Account Analysis - per Transmission (Max. \$250.00)	DDA21148	10442	\$10.00
Electronic Account Analysis VAN KC Transmission	DDA21150	10442	\$0.40
Electronic Account Analysis Standard Setup	DDA21141	300340	\$275.00
Electronic Account Analysis Custom Setup	DDA21142	300341	\$550.00
Electronic Account Analysis Additional Setup Hours	DDA21143	300340	\$85.00
Electronic Account Analysis Map Modification	DDA21144	300340	\$250.00

Check Cashing for Non-Customers***

Checks Drawn on Other Banks	DDA32011	150500	\$10.00
Checks Drawn on U.S. Bank	DDA32014	150501	\$5.00

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**The FDIC fee will be calculated on average ledger balances and the rate will be based on factors including our assessment from the FDIC as well as other market indicators*

***Prime is defined as the U.S. Bank Prime Rate established on the first business day of the month*

****Applies when a business customer elects to pay fee on behalf of a non-customer presenter of check*

U.S. Bank E-Payment Service Pricing - 2012

Service Description	Element	Code	Price
E-Payment Service			
Monthly Maintenance and Reporting			
Web Monthly Maintenance	DDA04603	310000	
First Application			\$225.00
Each Additional Application			\$50.00
IVR Monthly Maintenance	DDA04618	310000	
First Application			\$350.00
Each Additional Application			\$150.00
One Time-Payments (E-Check(ACH), Credit & ATM Card)			
Total Web One-time Payments - per Confirmation Number	DDA04604	310420	
1 - 1,000 Total Items			\$0.67
1,001 - 10,000 Total Items			\$0.48
10,001 - 50,000 Total Items			\$0.36
50,001 - 100,000 Total Items			\$0.28
100,001 - 250,000 Total items			\$0.24
250,001 Total Items and Above			\$0.19
Total IVR One-time Payments - per Confirmation Number	DDA04605	310420	
1 - 1,000 Total Items			\$0.67
1,001 - 10,000 Total Items			\$0.48
10,001 - 50,000 Total Items			\$0.36
50,001 - 100,000 Total Items			\$0.28
100,001 - 250,000 Total items			\$0.24
250,001 Total Items and Above			\$0.19
IVR - per Minute	DDA04622	310420	\$0.13
Recurring Payments (E-Check(ACH), Credit & ATM Card)			
Total Web Recurring Payments - per Confirmation Number	DDA04699	310420	
1 - 1,000 Total Items			\$0.29
1,001 - 10,000 Total Items			\$0.24
10,001 - 50,000 Total Items			\$0.21
50,001 Total Items and Above			\$0.17
100,001 - 250,000 Total items			\$0.14
250,001 Total Items and Above			\$0.11

ACH Items and Fees

E-Payment Fed Item	DDA22614	250102	\$0.10
E-Payment On-Us Item	DDA22613	250102	\$0.08
E-Payment Return - per Item	DDA22615	250302	\$4.25
E-Payment Notification of Change - per Item	DDA22616	251070	\$3.50

Custom Remittance Reporting

Custom Remittance File Monthly Maintenance	DDA21123	300029	\$100.00
Custom Remittance File - per Payment	DDA21124	300519	\$0.08
Custom Remittance File - per Transmission	DDA21127	310501	\$5.00
Custom Remittance File VAN Transmission - per Kilocharacter	DDA21129	300502	\$0.40
Custom Remittance File Setup	DDA21120	300340	\$750.00
Custom Remittance File Setup Modification	DDA21122	300340	\$250.00

Additional Services

Real-Time Communications Support	DDA04709	310420	\$75.00
File Transmission Support	DDA04708	310420	\$100.00
Custom Programming - per Hour	DDA04602	310112	\$150.00
E-Payment Service Call Center Setup	DDA04707	310420	\$1,750.00
E-Payment Call Center Support (Min. \$250.00)	DDA04696	310240	\$0.95
Visa Account Updater	DDA04640	310420	
1 - 500 Total Items			\$0.95
501 - 1,000 Total Items			\$0.75
1,001 - 5,000 Total Items			\$0.50
5,000 + Total Items			\$0.40

Remote Web Services

Remote Web Services Set-Up	DDA04703	310420	\$2,500.00
Remote Web Services Maint	DDA04704	310420	\$200.00
Remote Web Services Items	DDA04706	310420	
1 - 1,000 Total Items			\$0.47
1,001 - 10,000 Total Items			\$0.32
10,001 - 50,000 Total Items			\$0.23
50,001 Total Items and Above			\$0.17

Implementation (fee charged 60 days after U.S. Bank receipt of questionnaire)

Setup Web payments - 1st Application	DDA04600	310600	\$3,500.00
Setup Web payments - Additional Applications	DDA04601	310600	\$900.00
Setup IVR Payments - 1st Application	DDA04613	310600	\$4,000.00
Setup IVR Payments - Additional Applications	DDA04614	310600	\$1,000.00
Setup IVR and Web Payments - 1st Application	DDA04615	310600	\$7,500.00
Setup IVR and Web Payments - Additional Applications	DDA04616	310600	\$2,000.00

Test Application Hosting and Support (if requested)

IVR and Web Test Application Monthly Maintenance	DDA04669	310000	\$175.00
IVR Test Application Monthly Maintenance	DDA04668	310000	\$150.00
Web Test Application Monthly Maintenance	DDA04667	310000	\$50.00

Test Application Transactions (if requested)

Test Application IVR Transactions	DDA04692	310420	\$0.60
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Test Application Implementation (if requested)

IVR and Web Test Application Implementation - Post-Production	DDA04649	310600	\$3,500.00
IVR and Web Test Application Implementation - Pre-Production	DDA04648	310600	\$1,800.00
IVR Test Application Implementation - Post-Production	DDA04647	310600	\$3,000.00
IVR Test Application Implementation - Pre-Production	DDA04629	310600	\$1,500.00
Test Application Hourly Support - per Hour	DDA04693	319999	\$100.00
Web Test Application Implementation - Post-Production	DDA04628	310600	\$1,200.00
Web Test Application Implementation - Pre-Production	DDA04627	310600	\$600.00

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U.S. Bank EasyTax Services Pricing - 2012

Service Description	Element	Code	Price
EasyTax Services			
Origination and Payment Fees			
Tax Payment via TouchTone	DDA20812	25010B	\$4.00
Tax Payment via Web	DDA20818	25010B	\$2.00
Originated ACH Item - per Item	DDA22160	250102	\$0.13
Reporting			
Recap Report - Monthly or Quarterly	DDA20806	250720	\$20.00
Payment Receipt via Fax	DDA20807	250713	\$2.25
Payment Receipt via Mail	DDA20808	250713	\$3.00
Payment Receipt via Web	DDZ99999		no charge
Other			
Inactive Monthly Maintenance - per Subscriber ID	DDA20820	250000	\$9.00
Setup Fee - per Subscriber	DDA20815	251000	\$10.00

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U.S. Bank On-Site Electronic Deposit Pricing - 2012

Service Description	Element	Code	Price
On-Site Electronic Deposit			
Processing			
Electronic Deposit Manager Monthly Maintenance - per Account	DDA04100	101300	
First Account			\$40.00
2-20 Accounts			\$15.00
21 Accounts and Above			\$10.00
<i>Charged for each month implemented on the service</i>			
Web Client Monthly Maintenance - per Workstation	DDA04113	101300	
1 - 10 Workstations			\$19.00
11 - 50 Workstations			\$35.00
More than 50 Workstations			\$30.00
<i>Workstation charge includes CAR/LAR & OCR</i>			
Deposit Credit	DDA04227	109999	\$0.50
Image Check Item - On-Us	DDA04247	101311	\$0.05
Image Check Item - Transit	DDA04248	101310	
1 - 50,000 Total Items			\$0.07
50,001 Total Items and Above			\$0.13
ACH Item - On-Us	DDA04170	101310	\$0.045
ACH Item - Transit	DDA04169	101311	
1-50,000 Total Items			\$0.055
50,001 Total Items and Above			\$0.09
Optional Services			
Remittance Processing (Data and/or Image) - per Item	DDA04143	101320	\$0.10
Large Document Remittance Item	DDA04271	101320	\$0.13
Image Retrieval Fee - per Item	DDA04118	151352	\$1.00
Image CD - per CD	DDA04119	151353	\$45.00
FTPS Transmission - per Transmission	DDA04120	151355	
1-30 Transmissions			\$10.00
31-60 Transmissions			\$9.00
61 Transmissions and Above			\$7.00
Image Transmission Fee - per Item	DDA04243	151352	\$0.09
Data Transmission Fee - per Item	DDA04242	151352	\$0.09
Stop File Maintenance - per Month	DDA04111	101300	\$5.00

Image Check Returned Item Services

Returned Deposited Item - per Item	DDA01508	100400	\$7.00
Returned Deposited Item Maintenance - per Month	DDA01374	100405	
First Account			\$5.00
Each Additional Account			\$5.00
Returned Deposited Item Redeposited - per Item	DDA01364	100402	\$2.50
Returned Deposited Item Emailed Notice - per Day	DDA01407	100440	\$2.00
<i>Charged in addition to email per item fee.</i>			
Returned Deposited Item Image Emailed Items - per Item	DDA01376	100440	\$2.00
Returned Deposited Item Fax Notification - per Day	DDA01109	100411	\$5.00
Returned Dep Item Image Copy of Returned Item - per Item	DDA01108	100401	\$2.00
Returned Deposited Item Reason Code Keyed - per Item	DDA01385	100401	\$0.25
Returned Deposited Item Maker Name Keyed - per Item	DDA01369	100430	\$4.00
Returned Deposited Item Recap / Summary Report - per Day	DDA01371	100440	\$8.00

ACH Returned Item Services

ACH Return - per Item	DDA04171	250302	\$4.00
ACH Redeposited Return - per Item	DDA04172	250310	\$3.00
ACH Notification of Change - per Item	DDA04153	100416	\$2.00

Data Translation Services

File Monthly Maintenance	DDA21020	300029	\$150.00
File Setup - Custom	DDA21017	300340	\$550.00
Additional Setup - per Hour	DDA21018	300340	\$85.00
File Format/Map Modification	DDA21019	300340	\$250.00
Transmission (Max. \$220.00)	DDA21024	310501	\$10.00
Translation - per Payment	DDA21022	300519	\$0.10
VAN Transmission - per Kilocharacter	DDA21026	300502	\$0.40

Digital Check Scanners

OED Digital Check CX30 Scanner	DDA04273	101333	\$325.00
OED Digital Check CX30 Warranty Upgrade	DDA04274	409999	\$75.00

RDM Check Scanners

RDM EC7500 Single Item Check Scanner	DDA04264	101333	\$325.00
RDM EC7 Series 2 Year Extended Warranty	DDA04239	409999	\$75.00
Scanner Replacement Fee	DDA04255	101333	\$150.00
Equipment Sales Tax	DDA17998	999999	per Tax Rate

Epson CaptureOne Check Scanners

Epson CaptureOne 30 dpm Check Scanner	DDA04250	101333	\$995.00
Epson CaptureOne 60 dpm Check Scanner	DDA04251	101333	\$1,225.00
Epson CaptureOne 90 dpm Check Scanner	DDA04267	101333	\$1,425.00
Epson CaptureOne Scanner Upgrade - per 30 dpm	DDA04252	101333	\$250.00
Epson CaptureOne 1 Year Extended Warranty	DDA04253	410010	\$75.00
Epson CaptureOne 2 Year Extended Warranty	DDA04254	410010	\$100.00
Scanner Replacement Fee	DDA04255	101333	\$150.00
Equipment Sales Tax	DDA17998	999999	per Tax Rate

Panini Check Scanners

Panini IDEal Single Item Check Scanner	DDA04265	101333	\$325.00
Panini IDEal Protection Plan	DDA04266	409999	\$75.00
Panini Vision X 50 dpm Check Scanner	DDA04256	101333	\$1,095.00
Panini Vision X 100 dpm Check Scanner	DDA04257	101333	\$1,595.00
Panini Vision X Scanner Upgrade 50 to 100 dpm	DDA04214	101333	\$525.00
Panini Vision X 1 Year Extended Warranty	DDA04202	409999	\$150.00
Panini Vision X 2 Year Extended Warranty	DDA04212	409999	\$250.00
Panini Vision X 3 Year Extended Warranty	DDA04213	409999	\$350.00
Scanner Replacement Fee	DDA04255	101333	\$150.00
Equipment Sales Tax	DDA17998	999999	per Tax Rate

Burroughs SmartSource Adaptive Scanner

Burroughs SmartSource Adaptive Scanner	DDA04268	101333	\$1,825.00
Burroughs SmartSource Adaptive 2 Year Protection Plan	DDA04269	409999	\$225.00
Burroughs SmartSource Adaptive 3 Year Protection Plan	DDA04270	409999	\$425.00
Equipment Sales Tax	DDA17998	999999	per Tax Rate

Setup and Training

Web Client Setup and Training (5 PC maximum)	DDA04249	101330	\$300.00
Additional Training - per Hour (5 PC maximum)	DDA04132	101330	\$100.00
Custom Data Entry Form	DDA04144	101330	per Quote

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U.S. Bank Positive Pay Services Pricing - 2012

Service Description	Element	Code	Price
Positive Pay Services			
Positive Pay with Full Reconciliation			
Full Positive Pay Maintenance	DDA03014	150030	
First Reconciliation per Account - per Cycle			\$95.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Full Positive Pay - per Item	DDA03137	150120	\$0.07
Positive Pay with Partial Reconciliation			
Partial Positive Pay Maintenance	DDA03101	150030	
First Reconciliation per Account - per Cycle			\$70.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Partial Positive Pay - per Item	DDA03102	150120	\$0.05
Positive Pay without Reconciliation			
Positive Pay Only Maintenance - per Account - per Month	DDA03106	150030	\$50.00
Positive Pay Only - per Item	DDA03107	150120	\$0.04
Payee Positive Pay			
Payee Positive Pay Maintenance - per Account	DDA03016	150122	\$40.00
Payee Positive Pay - per Item	DDA03015	151022	\$0.03
SinglePoint Payee Positive Pay Exceptions - per Item	DDA03021	150122	\$1.00
SinglePoint Unreviewed Payee Exceptions - per Item	DDA03028	150310	\$0.15
Reverse Positive Pay			
Reverse Positive Pay Maintenance - per Account	DDA03105	150031	\$115.00
Reverse Positive Pay - per Item	DDA03992	150100	\$0.10
SinglePoint Reverse Positive Pay Report/File - per Account	DDA03025	150120	\$75.00
SinglePoint Reverse Positive Pay Image Retrieval - per Item	DDA03020	151352	\$1.00
Teller Cashing Block Maintenance - per Account	DDA03994	150120	\$30.00
Positive Pay Reporting Options			
Teller Positive Pay Special Handling - per Account - per Month	DDA03321	150520	\$35.00
ARP Outstanding Issues Report - per Account - per Cycle	DDA03690	200201	\$10.00
Positive Pay Exceptions			
SinglePoint Positive Pay Exceptions - per Item	DDA03024	150310	\$1.75

Issue Maintenance			
Issue Maintenance Monthly Maintenance - per Customer	DDA29531	200201	
First Account - per Month			\$20.00
Each Additional Account - per Month			\$0.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 4 Files - per Account - per Month			\$10.00
More than 4 Files - per Account - per Month			\$0.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Maintenance - per Month - per Account	DDA03036	150230	\$15.00
Return Items			
SinglePoint Checks Returned - per Item	DDA03017	150322	\$25.00
SinglePoint ACH Converted Checks Returned - per Item	DDA03018	150322	\$25.00
Output			
ARP Transmission Output - per Transmission	DDA03688	200301	\$15.00
ARP Transmission - per Item	DDA03122	200301	\$0.04
ARP Special Transmission Format - per Account	DDA03120	209999	\$35.00
File Confirmation			
SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50
Account Setup Fees			
SinglePoint Positive Pay Setup - per Account	DDA29520	200410	\$100.00
SinglePoint Reverse Positive Pay Setup - per Account	DDA29525	150031	\$100.00
Payee Positive Pay Setup - per Check Stock	DDA03013	151600	\$100.00
Reverse Positive Pay Setup - per Account	DDA03110	151600	\$100.00
SinglePoint Issue Maintenance Setup - per Customer	DDA29530	109999	
First Account			\$20.00
Each Additional Account			\$0.00
ACH Positive Pay Service			
ACH Positive Pay Mo Maint - per Account	DDA22641	250000	\$15.00
ACH Positive Pay - per Authorization Added	DDA22642	250000	\$1.00
ACH Positive Pay Item - per Item Paid	DDA22643	250000	\$0.08
ACH Positive Pay Setup - per Customer	DDA22640	250000	\$20.00

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U.S. Bank Returned Deposited Item Services Pricing - 2012

Service Description	Element	Code	Price
Returned Deposited Item Services			
Returned Items			
Returned Deposited Item - per Item	DDA01508	100400	\$7.00
Special Instructions			
Returned Deposited Item Maintenance - per Month	DDA01374	100405	
First Account			\$5.00
Each Additional Account			\$5.00
Returned Deposited Item Redeposited - per Item	DDA01364	100402	\$2.50
Notification Options			
Returned Deposited Item Emailed Notice - per Day	DDA01407	100440	\$2.00
<i>Charged in addition to email per item fee.</i>			
Returned Deposited Item Image Emailed Items - per Item	DDA01376	100440	\$2.00
Returned Deposited Item Fax Notification - per Day	DDA01109	100411	\$5.00
Returned Deposited Item Duplicate Advice Faxed - per Fax	DDA01014	100411	\$2.50
Returned Dep Item Duplicate Advice Mailed - per Advice	DDA01367	100401	\$4.00
Returned Dep Item Image Copy of Returned Item - per Item	DDA01108	100401	\$2.00
Returned Deposited Item Special Advice - per Day	DDA01365	100440	\$3.00
Returned Deposited Item Phone Call - Next Day - per Item	DDA01377	100420	\$10.00
Miscellaneous Instructions			
Returned Deposited Item Special Mail Handling - per Item	DDA01388	100440	\$1.00
Returned Deposited Item Reason Code Keyed - per Item	DDA01385	100401	\$0.25
Returned Deposited Item Maker Name Keyed - per Item	DDA01369	100430	\$4.00
Returned Deposited Item Manual Processing - per Item	DDA01370	100430	\$2.00
Returned Deposited Item Recap / Summary Report - per Day	DDA01371	100440	\$8.00
Returned Dep Item Requalified / Consolidated - per Item	DDA01386	100401	\$10.00
SinglePoint Returned Deposited Item Reporting			
SinglePoint Returned Deposited Item Images Retrieved - per Item	DDA01110	100403	\$1.00
SinglePoint Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00

SinglePoint Returned Item Decisioning

SinglePoint Returned Item Decisioning Monthly Maintenance - per Account	DDA29810	409999	
First Account			\$5.00
2-49 Accounts			\$1.00
>50 Accounts			\$0.00
SinglePoint Returned Deposited Item Images Retrieved - per Item	DDA01110	100403	\$1.00
SinglePoint Returned Deposited Item Disposition Change - per Item	DDA01112	100401	\$1.00

Returned Deposited Items Transmission

Returned Deposited Item Transmission Setup Fee	DDA01409	100440	\$200.00
Returned Deposited Item Transmission - per Month	DDA01402	100411	\$160.00
Returned Deposited Item Transmission Images - per Item	DDA01406	100411	\$1.00
Returned Deposited Item Reason Code Keyed - per Item	DDA01385	100401	\$0.25
Returned Deposited Item Maker Name Keyed - per Item	DDA01369	100430	\$4.00

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U.S. Bank SinglePoint Essentials Pricing - 2012

Service Description	Element	Code	Price
SinglePoint Essentials			
Base Package			
Previous Day Summary and Detail Monthly Maintenance - Up to 3 Accounts	DDA29345	400272	\$7.50
Current Day Summary Monthly Maintenance - First 10 Accounts	DDA29351	400273	No Charge
DDA Statement Report per Account - First 10 Accounts	DDA29357	10307	No Charge
AFS Loan Balance and History Report	DDA29356	559999	No Charge
Stop Payment Monthly Maintenance	DDA29365	150410	No Charge
Book Transfer Monthly Maintenance	DDA29360	409999	No Charge
Book Transfers per Transfer	DDA29361	409999	No Charge
Additional Account and Transaction Fees			
Previous Day Summary and Detail Monthly Maintenance per Account	DUM29345	40272	
4 - 10 Accounts			\$15.00
Each Additional Account			\$75.00
Previous Day Detail per Item	DDA29347	400271	
First 750 Items			\$0.00
Each Additional Item			\$0.75
Previous Day Summary per Item	DDA29349	400270	No Charge
DDA Statement Report per Account over 10	DUM29357	10307	\$75.00
Stop Payment per Stop	DDA29366	150410	\$10.00
Stop Payment Cancellation per Cancel	DDA29443	150413	\$10.00
Stop Payment Renewal - per Stop	DDA29364	150412	\$18.00
Images Retrieved per Item	DDA29348	151355	
First 10 Images			\$0.00
Each Additional Image			\$2.00
Returned Deposited Item Images Retrieved per Item	DDA01110	100403	\$1.00
Returned Deposited Item Advice Retrieved per Item	DDA01111	100414	\$1.00
Current Day Information Reporting			
Current Day Detail Monthly Maintenance per Account	DDA29350	400272	
1 - 10 Accounts			\$5.00
Each Additional Account			\$75.00
Current Day Detail per Item	DDA29352	400274	
First 750 Items			\$0.00
Each Additional Item			\$0.75
Current Day Summary Monthly Maintenance per Account over 10	DUM29351	400273	\$75.00
Current Day Summary per Item	DDA29353	400273	No Charge

ACH Services			
ACH Monthly Maintenance per Customer	DDA29370	250000	\$5.00
ACH Origination Monthly Maintenance per Customer	DDA29376	250000	\$10.00
ACH Transactions per Item	DDA22220	250102	\$0.175
ACH Origination Receiver Email Notification per Email	DDA29377	250000	\$0.10
ACH Return and NOC Report	DDA29355	250720	No Charge
ACH Notification of Change Item	DDA22223	251070	
First 10 Items			\$0.00
Each Additional Item			\$3.00
ACH Return Item	DDA22222	250302	
First 10 Items			\$0.00
Each Additional Item			\$3.00
Wire Transfer Services			
Wire Transfer Monthly Maintenance per Customer	DDA29380	350000	\$5.00
Fedwire Repetitive	DDA07381	350100	\$15.00
Fedwire Non-Repetitive	DDA07383	350104	\$7.50
International USD Repetitive	DDA07384	350700	\$30.00
International USD Non-Repetitive	DDA07385	350700	\$15.00
International FX Repetitive	DDA07386	350700	\$30.00
International FX Non-Repetitive	DDA07387	350700	\$30.00
Internal Transfer	DDA07388	350120	\$15.00
Drawdown Request	DDA07389	350521	\$15.00
Federal Tax Payment	DDA07390	35010Z	\$15.00
Positive Pay Services			
Positive Pay / Issue Maintenance Monthly Maintenance per Account	DDA03003	150030	\$10.00
Issue Maintenance File Upload	DDA03002	20020B	
First File Uploaded			\$10.00
2-4 Files Uploaded			\$0.00
5+ Files Uploaded			\$3.00
Positive Pay per Item	DDA03004	150120	\$0.05
Exceptions per Item	DDA03000	150724	\$0.75
Issue/Cancel Input per Item	DDA03001	20020C	\$0.10
Checks Returned Unpaid per Item	DDA03005	150322	\$25.00
ACH Converted Checks Returned Unpaid per Item	DDA03006	150322	\$25.00
Miscellaneous			
Mobile SinglePoint Monthly Maintenance - per Customer	DDA29384	999999	\$5.00
Account Analysis Report per Customer	DDA29358	10407	\$5.00
Token Monthly Maintenance per Token (Required for ACH & Wire)	DDA29392	401020	\$1.50
Token Replacement per Token	DDA29320	401020	\$30.00
External Messaging Monthly Maintenance per Customer	DDA29375	409999	\$10.00

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Note: Customers with both TXT and PDF are only charged for one format.

U.S. Bank Wire Transfer Services Pricing - 2012

Service Description	Element	Code	Price
Wire Transfer Services			
SinglePoint Wires			
SinglePoint Wire Transfer Monthly Maintenance - per Customer	DDA29511	350000	
First Account			\$35.00
Each Additional Account			\$0.00
SinglePoint Fedwire Repetitive	DDA07400	350100	\$10.00
SinglePoint Fedwire Non-Repetitive	DDA07401	350104	\$10.00
SinglePoint Internal Transfer	DDA07406	350120	\$7.00
SinglePoint Drawdown Request	DDA07407	350521	\$8.00
SinglePoint Tax Payment	DDA07408	35010Z	\$15.00
SinglePoint International USD Repetitive	DDA07402	350700	\$28.00
SinglePoint International USD Non-Repetitive	DDA07403	350700	\$28.00
SinglePoint International FX Repetitive	DDA07404	350700	\$27.00
SinglePoint International FX Non-Repetitive	DDA07405	350700	\$27.00
SinglePoint Online Repeat Code Request	DDA07409	350550	\$0.00
SinglePoint Wire Transfer Setup - per Customer	DDA29510	350000	\$20.00
CMT Wires			
CMT Monthly Maintenance - per Customer	DDA07694	350000	\$60.00
CMT Fedwire Repetitive	DDA07831	350100	\$11.00
CMT Fedwire Non-Repetitive	DDA07830	350104	\$11.00
CMT International USD Repetitive	DDA07160	350700	\$30.00
CMT International USD Non-Repetitive	DDA07150	350700	\$30.00
CMT International FX Repetitive	DDA07130	350700	\$30.00
CMT International FX Non-Repetitive	DDA07140	350700	\$30.00
CMT Wire Advice Reporting	DDA07970	35040Z	
1-20 Reports			\$22.00
All Others			\$0.00
CMT Setup	DDA07974	350620	\$60.00

Voice and VRU Wires

Wire Monthly PIN Maintenance - per Customer	DDA07696	350000	\$5.00
Voice Fedwire Repetitive	DDA07832	350200	\$20.00
Voice Fedwire Non-Repetitive	DDA07833	350202	\$24.00
VRU Fedwire Repetitive	DDA07958	350200	\$17.00
Federal Tax Payment	DDA07906	35020Z	\$25.00
Voice International USD Repetitive	DDA07120	350700	\$33.00
Voice International USD Non-Repetitive	DDA07312	350700	\$36.00
Voice International FX Repetitive	DDA07110	350700	\$33.00
Voice International FX Non-Repetitive	DDA07589	350700	\$35.00

Internal Wires and Automated Standing Transfers (AST)

AST - Standard Domestic External	DDA07850	350510	\$12.00
AST - Standard Domestic Internal	DDA07851	350512	\$10.00
AST - Premium Domestic External	DDA07852	350510	\$12.00
AST - Premium Domestic Internal	DDA07853	350512	\$10.00
AST - Standard International USD	DDA07854	350511	\$25.00
AST - Premium International USD	DDA07856	350511	\$25.00
Internal Domestic Wire Credit	DDA07586	350123	\$7.00
Internal Domestic Wire Debit	DDA07548	350124	\$7.00

Drawdown Wires

Drawdown Request Inbound	DDA07911	350520	\$18.00
Drawdown Request Outbound	DDA07912	350520	\$9.00

Batch Wire Origination - Standard Format

Batch Wire Origination Standard Monthly Maintenance - per Customer	DDA07836	350600	\$200.00
Direct Wire Reporting Monthly Maintenance - per Customer	DDA07250	350610	\$125.00
Batch Wires - per Payment	DDA07835	35010Z	
1-999 Total Wires			\$9.50
1,000 - 1,999 Total Wires			\$8.00
2,000 Total Wires and Above			\$5.00
Batch Wires International Foreign Currency (FX)	DDA07837	350701	
1-499 Total Wires			\$30.00
500 - 999 Total Wires			\$20.00
1,000 Total Wires and Above			\$12.00
Batch Wires International USD	DDA07838	350701	
1-499 Total Wires			\$20.00
500 - 999 Total Wires			\$15.00
1,000 Total Wires and Above			\$10.00
Batch Wire Setup - Standard	DDA07834	359999	\$1,500.00

Batch Wire Origination - Non-Standard Format

Batch Wire Origination Custom Monthly Maintenance - per Customer	DDA21052	300000	\$150.00
Direct Wire Reporting Monthly Maintenance - per Customer	DDA07250	350610	\$125.00
Batch Wire Translation - per Payment	DDA21055	350199	
1-999 Total Wires			\$0.75
1,000 - 1,999 Total Wires			\$0.50
2,000 Total Wires and Above			\$0.30
Batch Wires - per Payment	DDA07835	35010Z	
1-999 Total Wires			\$9.50
1,000 - 1,999 Total Wires			\$8.00
2,000 Total Wires and Above			\$5.00
Batch Wires International Foreign Currency (FX)	DDA07837	350701	
1-499 Total Wires			\$30.00
500 - 999 Total Wires			\$20.00
1,000 Total Wires and Above			\$12.00
Batch Wires International USD	DDA07838	350701	
1-499 Total Wires			\$20.00
500 - 999 Total Wires			\$15.00
1,000 Total Wires and Above			\$10.00
Batch Wire VAN Transmission - per File	DDA21057	300102	\$0.00
Batch Wire Transmission - per Transmission (Max. \$250.00)	DDA21056	300100	\$12.00
Batch Wire VAN Transmission - per Kilocharacter	DDA21058	300102	\$0.40
Batch Wire Setup - ANSI X12 820 Format	DDA21046	300300	\$275.00
Batch Wire Setup - Custom Format	DDA21047	300301	\$750.00
Batch Wire Setup - Acknowledgement	DDA21051	300330	\$150.00
Batch Wire Setup - Additional Hours	DDA21049	300300	\$85.00
Batch Wire Format/Map Modification	DDA21050	300302	\$250.00
File Status Manager Monthly Maintenance - per Account	DDA21204	309999	\$25.00
File Status Manager Standard Setup - per Account	DDA21203	309999	\$75.00

Direct Transmission Reporting of Wires

Wire Reporting Monthly Maintenance - per Customer	DDA21102	300010	\$150.00
Wire Reporting Translation - per Payment	DDA21103	300210	\$0.25
Wire Reporting Transmission - per Transmission	DDA21105	300200	\$10.00
Wire Reporting VAN Transmission - per Kilocharacter	DDA21107	300202	\$0.50
Wire Reporting Setup - ANSI X12 820 Format	DDA21098	300320	\$275.00
Wire Reporting Setup - Custom Format	DDA21099	300321	\$550.00
Wire Reporting Setup - Additional Hours	DDA21100	300320	\$85.00
Wire Reporting Format/Map Modification	DDA21101	300320	\$250.00

Incoming Wires

Incoming Fedwire	DDA07593	350300	\$12.00
Incoming Fedwire - CTP	DDA07597	350300	\$6.00
Incoming International Wire	DDA07311	350712	\$15.00

Advices (Domestic and International) - per Wire

Wire Advice Fax	DDA07910	350402	\$5.50
Wire Advice Phone	DDA07975	350412	\$15.00
Wire Advice Mail	DDA07913	350412	\$5.50
Wire Advice Manual Fax	DDA07602	35041Z	\$13.00

Miscellaneous

Bank Initiated Internal	DDA07826	350202	\$9.00
Bank Initiated Fedwire Non-Repetitive	DDA07824	350202	\$25.00
Bank Initiated Fedwire Repetitive	DDA07825	350202	\$25.00
Bank Initiated International USD Non-Repetitive	DDA07822	350700	\$40.00
Bank Initiated International USD Repetitive	DDA07823	350700	\$40.00
Bank Initiated International FX Non-Repetitive	DDA07820	350700	\$40.00
Bank Initiated International FX Repetitive	DDA07821	350700	\$40.00
Bank Assisted Domestic Wire Surcharge	DDA07959	350202	\$65.00
Bank Assisted International Wire Surcharge	DDA07207	350700	\$65.00
Wire Trace International Wire	DDA07698	350560	\$30.00
Wire Transfer Special Handling	DDA07801	350580	\$10.00

International Request for Transfer

SinglePoint Intl Request for Transfer USD Repetitive	DDA07701	350700	\$3.00
Voice Intl Request for Transfer USD Repetitive	DDA07713	350700	\$6.00

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** Wire Monthly PIN Maintenance Fee is billed to all wire customers*

Tab 13 – Pricing Adjustments

One printed page maximum. Prices are to remain constant for the three years of the contract. (If the bank's proposed pricing is based on the activity levels of the Town's accounts, the basis for determining the price must remain constant for these years of the contract.) For subsequent years, indicate what process the bank proposes for price increases, if any. Bank may propose an annual adjustment to prices either on a fixed percentage basis or on a variable percentage based on the increase in a nationally recognized index. Indicate if there is a maximum percentage increase applicable.

Prices are to remain constant for the duration of the contract. The Bank reserves the right to review pricing during contract renewal periods. U.S. Bank does not have a set policy for increasing prices throughout the course of a contracted relationship.

It is the Bank's practice to review existing relationships annually (at minimum) to keep our customers up to date on any product or service enhancements that may provide cost reductions or additional efficiencies, which will keep the relationship market competitive. The Town may take advantage of the service enhancements/discounts, presented at these annual reviews, as it sees appropriate, and without need to renegotiate the contract.

Should the Town find it appropriate to adopt new services or migrate additional services to the Bank we will look at the relationship as a whole for opportunities to reduce fees based on any new economies of scale.

Our intention with this proposal is to provide service and pricing recommendations based on current market conditions and the financial services snapshot provided by the Town for the purpose of this RFP. As technologies and market conditions change, so will the Town and its needs. U.S. Bank will make every effort to be a partner that is responsive to those ever changing and growing needs.





Tab 14 – Conversion Plan

Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.

Implementation Overview

One of the characteristics that differentiate U.S. Bank from our peers is our implementation process. U.S. Bank dedicates an experienced professional to work with all relevant product lines and support groups to ensure all products and services are implemented efficiently and accurately. Additionally, the process will be managed on both sides through the use of a detailed implementation plan and regularly scheduled meetings. The plan outlines key dates and responsibilities, as well as implementation lead times. Our implementation process has been extremely well received and ensures a thorough, timely implementation of services to meet your requirements.

This process, entitled “Implementation Excellence” within the bank, is led by a dedicated, professional, and experienced Implementation Coordinator in the Bank’s Treasury Management Department. The Implementation Coordinator works with every department within the bank and coordinates those efforts with your designated contact for the project, ensuring timelines are met by identifying obstacles that may occur and addressing them. Regular communication is key, along with knowing who has responsibility and when activities are to be completed

During all testing and set up processes, the U.S. Bank team will ensure that The Town has the technical assistance, training, user guides, and on-site visits necessary to ensure a successful implementation and transition.

Implementation Process

The key steps in the implementation process are:

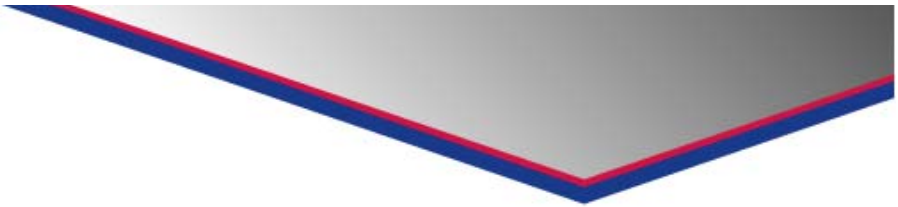
- The Relationship Manager or Treasury Management Sales Consultant gathers basic information to hand off to the Implementation Coordinator.
- Town of Paradise designates a primary contact to help coordinate the implementation process.
- The Implementation Coordinator will work with you contact to obtain additional details and coordinate service setup with all of the areas involved.
- After obtaining all required information from you, U.S. Bank sends applicable documentation, including service agreements, user guides and other materials as necessary.
- The documentation is completed and received by the Implementation Coordinator, which marks the start of the service setup.
- During setup, U.S. Bank tests data transmissions between the Town and U.S. Bank for products such as ARP and ACH direct transmissions.

Implementation Completion

Your assigned Implementation Coordinator is the main contact during implementation of services. After successful implementation, you will continue to work with its Relationship Management Team Customer Service Officer for support.

U.S. Bank recommends development of a mutually agreed upon conversion plan following a detailed discussion regarding the Town’s expectations.

U.S. Bank will assign an Implementation Coordinator, supported by the bank's Relationship Manager, Treasury Management & Payments Consultant, and technical support staff. We recommend the Town



identify a primary contact to coordinate the implementation process internally, ensure distribution of information, and inclusion of appropriate Town employees in planning discussions. Once all pertinent information is obtained, we will send any applicable documentation, including service agreements, user guides, and any other materials that may be required. Set-up of Bank services will begin upon receipt of signed agreements.

A jointly prepared timeline is important and enables all parties to recognize each other's unique requirements. The average lead-time to set up new treasury management services, varying by product, is typically completed within 60 days from the receipt of signed contracts. Some products can be implemented sooner than others.

The following summary is a high-level weekly transition plan to address the actions that will take place to ensure a smooth implementation is met.

Treasury Management Services - Transition Plan Summary

Week 1:

- Finalize overall product selection and scope of work.
- Determine communication process (frequency / format of meetings).
- Establish tentative conversion date(s).
- Draft mutually acceptable implementation time line.
- Identify key contacts.
- Schedule meeting with appropriate contacts to determine processing requirements and any third party interaction (i.e. direct deposit).
- Identify product users; assign user access rights.
- Determine actual accounts to be opened.

Week 2:

- Deliver / Review all required documentation for execution and agreements.
- Deliver / Review product set up documents and questionnaires.
- Provide account numbers.

Week 3:

- Executed documents / questionnaires returned to bank.
- Review documentation for completeness and mutual comprehension.
- Finalize implementation timeline (certain products are statement cycle dependent which will be considered when finalizing timeline).
- Accounts established on system.
- Order deposit slips, endorsement stamps, and checks as appropriate.
- Staging process begins for all product implementations.
- Technical support introduced for transmission setups:
- Data distribution to establish / test connectivity and file delivery.
- Applications (ACH, ARP, etc) to test file formatting and end-to-end processing on both the test and production systems.

Week 4:

- Transmission (connectivity) testing begins (application testing follows as soon as the Town can provide files containing test data).
- Wire users established on wire host.
- Test checks (if an outside vendor is used).

Week 5:

- Transmission testing completed.

- Key services staged; ready for live processing.
- Bank schedules demo of information reporting to prepare users for training.
- Pre-conversion meeting to validate all is set for live processing.
- Validate armored carrier has proper delivery instructions.
- Validate readiness of appropriate third parties (i.e. direct deposit).
- Validate all equipment (i.e. merchant services) is in place and any necessary training has been scheduled.

Week 6:

- Live processing begins. All services enabled.
- Information reporting training on 4th or 5th day to allow users to learn on the Town's own live data.

Week 7:

- "Post Conversion Meeting" to validate services is being delivered as planned and to address any outstanding issues.
- An additional meeting will be scheduled to review the first analysis statement.

Please refer to the Sample Implementation Schedule provided in the **Exhibits** section of this proposal

Merchant Services

A merchant account is usually "live" within 10 or more days of receiving the U.S. Bank Merchant Terms of Service application and financials. The first step is to secure a U.S. Bank Payment Solutions Terms of Service application, financials and deposit account information for the merchant account(s). The implementation plan would specify locations requiring service, product selection, and desired "live" dates. U.S. Bank Merchant Services will then submit paperwork for account approval process, system activation, etc. Upon approval, a new merchant information kit will be forwarded to the location, with implementation and training to be scheduled shortly thereafter.

Tab 15 – Service Enhancements

Three printed pages maximum. Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider to improve operational or cash management efficiencies.

CAL-Card Program

- No membership or administrative fees
- No minimum card count or spend
- AccessOnline program management.
- VISA acceptance allows for an expanded supplier base
- Walk-in, telephone, fax and e-procurements
- Reduces the number of purchase orders
- Eliminates petty cash
- Eliminates travel expense claims (local agencies only)
- Validated controls for the Cardholder and Agency Program Administrator
- Invoices due 45 days from invoice date
- Visa dispute rights, fraud protection and VISA Waiver Liability coverage
- Streamlines the accounts payable process by reducing the number of checks issued



U.S. Bank E-Payment Service

E-Pay is a secure, convenient way to accept payments from your customers via the Internet. With E-Pay, you can accept checks and credit card payments electronically via the Town's website. Once E-Pay payments are processed, you receive an electronic file of reports and data to update your receivables system. Your customers access this service when they click the "pay" button on your website. Your E-Pay site design can reflect the Town's website so the transfer to E-Pay is a seamless experience for your constituents.



Whether you choose to process credit cards using a terminal, a computer-based application, or even the Internet, U.S. Bank will work with the Town to recommend the "best fit" solutions so the Town can implement the payment functions best suited to its preferred method of conducting business.

U.S. Bank - Bill Consolidator

Streamline the way you receive your constituents' Internet bill payments with **U.S. Bank Bill Consolidator Payment Service**. Bill Consolidator Payment Service electronically delivers personal Internet banking and other electronic consumer-initiated payments to you in a single consolidated file. U.S. Bank receives your customers' payments and remittance detail through MasterCard's Remote Payment and Presentment Service (RPPS) clearinghouse. On the same day payments are received, we electronically credit your designated U.S. Bank account. The remittance data is transmitted to you in an EDI 820 or other mutually acceptable file format. You can upload the remittance data directly to your accounts receivable system as you do today for paper remittances.



Positive payment verification services.

Positive Pay is the single most important tool for managing check fraud. U.S. Bank SinglePoint® Positive Pay services help detect check fraud by electronically matching checks that are presented for payment to the checks you have issued. SinglePoint® Positive Pay provides the tools to review exceptions, view images, make decisions, request adjustments and access history online.

Each day, we provide a list of exceptions between presented and issued checks. You review and submit your decision including adjustments to dollar amount and/or check number, and automatic creation of updated issue information. The review deadline is 2:00 p.m.

Process improvement: Extend your positive pay protection by adding payee name. Payee name is matched along with check number and amount when checks are presented to a U.S. Bank Teller.

The Town can also specify a maximum check amount allowed to post to an account using U.S. Bank Check Filter. This is an ideal service for deposit-only accounts.

ACH Block and Filter

Protecting your checking accounts from unauthorized ACH transactions or payment types is easy to do with U.S. Bank ACH Filter, ACH Block and Business eCheck Block services. Whether you want the certainty of preventing all ACH transactions from posting to your accounts, or the flexibility of authorizing specific ACH transactions or payment types to post, U.S. Bank provides efficient, economical options. When you control ACH access to your checking accounts, you eliminate the administrative time spent researching and returning erroneous ACH transactions that post to your account. In addition, you ensure that only authorized ACH transactions and payment types post to your checking accounts.

Provides improved protection for your checking accounts—U.S. Bank ACH Filter, ACH Block and Business eCheck Block services allow you to eliminate unauthorized ACH transactions posting to your accounts. Whether you choose to block all ACH transactions, specific ACH payment types or authorize specific ACH transactions to post, you control your ACH exposure.

Easy to modify—If you want to remove the block or change the filter criteria on any account, you simply submit the modification.

Daily reporting via U.S. Bank SinglePoint—With U.S. Bank ACH Filter and ACH Block, you can access daily reports on U.S. Bank SinglePoint detailing both the items rejected and those authorized to post to your account, so you can easily monitor your ACH account activity.

AccelaPay

The AccelaPay Visa Card helps Government/Higher Education reduce payment expenses by replacing paper checks with an efficient electronic payment solution. Funds are deposited to an AccelaPay Visa Card account just like direct deposit to a checking account. The card works like any Visa card, but is not a credit card (debit)—cardholders only access funds transferred to the card. The AccelaPay Visa Card is a payment card designed to replace costly paper checks in a broad range of recurring business cash disbursement needs such as Payroll, Employee Travel, and Student Federal Aid.

The AccelaPay Visa Card solution delivers real cost savings to Government. AccelaPay Visa Card can:

Reduce check expenses

- No check production, delivery, reconciliation, or storage expense
- No check fraud, or lost/stolen checks
- More secure distribution of funds
- Follows the same process and timing as direct deposit via the ACH Network
- U. S. Bank assume all escheatment liability of funds

Card Programs

Fleet Card (Voyager)

U.S. Bank Payment Solutions Voyager Fleet Card provides an array of fuel, maintenance and service solutions, that greatly simplify fleet management. In addition, U.S. Bank Voyager Fleet Systems offers the flexibility and expertise Government requires to satisfy current needs and future growth. With advanced technology and processing systems, service infrastructure and a proven track record in managing fuel taxes and net billing, Voyager is uniquely positioned to help fleets of any size become more efficient and successful. With the fastest growing universal fleet card in the industry, Voyager stands out because it allows for control at the card level as well as the account level, giving fleet administrators the ability to customize every card. Within a single account, the fleet card can be assigned to individual drivers, vehicles or entire organizations. Fleet administrators appreciate the sophisticated purchase control and expense monitoring features that reign in excess spending.

Electronic Gift cards

U.S. Bank Payment Solutions Electronic Gift Card Program (EGC) is the perfect solution to lay claim to your stake in a new era of consumer spending. Our EGC solution maximizes gift card sales with a complete package of marketing features. Ever mindful of your business needs, simple administration and top-notch security are built-in features to make program management simple and cost effective. How EGC works first it retains 100% of Purchased Value by;

- Unlike paper certificates, value is retained for partially used cards.
- Deduct the sales price from the card and the remaining balance can be used later.
- Remaining balances bring return visits and ensure that the entire value will be spent at your business.

Secondly it integrates seamlessly into your Government environment by;

- Works on all of our supported payment terminals and software solutions
- Administration is as easy as regular credit card purchases
- Monitor transaction details and card balances online

U.S. Bank Workplace Banking

An employee benefits package that actually saves you money.

U.S. Bank Workplace Banking is designed to benefit you and your employees. It is a package of banking products and services that will increase your employees' use of direct deposit and thereby reduce your payroll processing costs. U.S. Bank Workplace Banking features special membership offers, discounts, and bonuses on a variety of valuable products and services for employees who use direct deposit.¹ The program is an excellent benefits package that offers your employees real value. And it doesn't cost you a penny.

- Saves you money by simplifying your payroll processing—Employee use of direct deposit streamlines payroll operations and reduces payroll processing costs.
- Employee Benefits:
 - Checking with no service fee; no minimum balance requirement
 - Free first order of Workplace Banking checks
 - Visa Check Card with Rewards
 - No bounced checks with U.S. Bank

The new perk at work

Employee perks like this don't come along every day, so sign up for Workplace Banking at your special employee enrollment event or visit your local U.S. Bank.

Convenient Date
Date

Convenient Time
Time

On-site
Place

Enjoy the money saving benefits of Workplace Banking

- Workplace Checking¹ with No Minimum Balance or Monthly Maintenance Fee
- Free First Box of Checks²
- Free Internet Banking, Bill Pay and Online Statements
- Free U.S. Bank Check Card with Rewards³
- 1/4% Interest Rate Bonus on a Certificate of Deposit⁴
- Preferred Consumer Loan Pricing with AutoPay⁵
- 25% off a Mortgage Loan Origination Fee⁶
- And more!

Tab 16 – Other Information

Three printed pages maximum. Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.

Exceptional Strength and Stability

Listed below is our U.S. Bank Debt Ratings summary as reported by Standard and Poors, Moodys, and Fitch. We are pleased to represent U.S. Bank as a strong performing institution with consistent earnings and a strong balance sheet.

Debt Ratings June 2012				
	Moody's	S & P	Fitch	DBRS
Ratings Outlook:	Negative	Stable	Stable	Stable
Current Ratings				
U.S. Bancorp				
Individual			A/B	
Sr. Debt & MTNs	Aa3	A	AA-	AA
Subordinate Debt	A1	A-	A+	AA (low)
Preferred Stock	A3	BBB+	A	A
Short-term Debt			F1+	R – 1 (middle)
Commercial Paper	P-1	A-1	F1+	R – 1 (middle)
U.S. Bank National Association				
L-T Deposits	Aa2	A+	AA	AA (high)
S-T Deposits	P-1	A-1	F1+	R-1 (high)
Subordinated Debt	Aa3	A	A+	AA
Senior Unsecured Debt	Aa2	A+	AA-	AA (high)
Bank Note Program	Aa2/P-1	A+/A-1	AA-/F1+	AA (high)
Commercial Paper	P-1	A-1	F1+	R-1 (high)
U.S. Bank National Association ND				
L-T Deposits	Aa2	A+	AA	
S-T Deposits	P-1	A-1	F1+	
Senior Unsecured Debt	Aa2	A+	AA-	
Bank Note Program	Aa2/P-1	A+/A-1	AA-/F1+	

Please review our performance relative to our peers. No institution is immune to challenges in an economy like the one we face today, yet our key performance indicators remain strong and at the top of the industry.

A comparison of debt ratings for holding companies of our peer financial institutions reflects U.S. Bank's sound investment strategy, fiscally conservative policies, and long-term focus.

Holding Company: Peer Group

		Ratings as of 6/21/12							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	U.S. Bancorp	Aa3	on	A	s	AA-	s	AA	s
2	Wells Fargo & Co.	A2	on	A+	on	AA-	s	AA	s
3	JPMorgan Chase & Co.	A2	on	A	on	A+	wn	AH	s
4	BB&T Corp.	A2	s	A-	s	A+	s	AH	s
5	PNC Financial Services	A3	op	A-	s	A+	s	AH	s
6	KeyCorp	Baa1	s	BBB+	op	A-	s	BBBH	s
7	SunTrust Banks, Inc.	Baa1	s	BBB	s	BBB+	s	AL	s
8	Fifth Third Bancorp	Baa1	s	BBB	op	A-	op	AL	s
9	Bank of America Corp.	Baa2	on	A-	on	A	s	A	s
10	Regions Financial Corp.	Ba3	s	BBB-	s	BBB-	s	BBB	s

Similarly, a comparison of debt ratings for our peer financial institutions themselves also shows how the strength and stability of U.S. Bank is widely recognized.

Bank Level: Peer Group

		Ratings as of 6/21/12							
		Moody's		S&P		Fitch		DBRS	
		Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1	U.S. Bank NA	Aa2	on	A+	s	AA-	s	AAH	s
2	Wells Fargo Bank NA	Aa3	on	AA-	on	AA-	s	AAH	s
3	JPMorgan Chase	Aa3	s	A+	on	A+	wn	AAL	s
4	BB&T Bank	A1	s	A	s	A+	s	AAL	s
5	PNC Bank	A2	op	A	s	A+	s	AAL	s
6	Bank of America	A3	s	A	on	A	s	AH	s
7	KeyBank NA	A3	s	A-	op	A-	s	AL	s
8	SunTrust Bank	A3	s	BBB+	s	BBB+	s	A	s
9	Fifth Third Bank	A3	s	BBB+	op	A-	op	A	s
10	Regions Bank	Ba2	s	BBB	s	BBB-	s	BBBH	s

Committed to Our Communities

U.S. Bank has a long history of supporting the communities where we do business, including the North State. U.S. Bank makes significant investments, loans and cash grants that help develop communities like the Town of Paradise. Our employees enhance that support as active, engaged volunteers. They provide the talent; expertise and passion that help meet the goals of nonprofit organizations, schools and civic groups where they volunteer. Our priority focus in this area remains unchanged – we will improve the communities where we live and work through both financial support and employee volunteerism. U.S. Bank's current Community Reinvestment Act overall rating is "Outstanding," the highest possible rating given by the Office of the Comptroller of the Currency (OCC).

During 2011 U. S. Bank made local grants to Boy's & Girl's Club of the North Valley, North Eastern CA SBDC of Butte College, Chico State University Foundation. The combined total for these local grants was \$20,000. We also participated in and sponsored the recent Town of Paradise Business Symposium.



Industry Recognition

- U.S. Bank scores **#1 Online Overall Customer Experience** comparing the top 10 banks in the country – The Keynote Online 2012 rankings
- **#1 Most Admired Superregional Bank** – Fortune, March 2011 AND **#1 Most Admired Superregional Bank** – Fortune, March 2012
- U.S. Bank Recognized by Junior Achievement with **Silver U.S. President's Volunteer Service Award** – March 2012
- U.S. Bank **"Most Innovative Prepaid Program"** – 2012 Paybefore Awards
- Elavon awarded **"Best Merchant Acquiring Initiative"** – 2012 Cards and Payments Awards
- U.S. Bank one of **America's Greenest Banks**, second year in a row – Bank Technology News, April 2012
- Third straight year, U.S. Bancorp named to Forbes magazine's **Most Reputable Companies** list – April 2012
- U.S. Bank wins its second **"Best Bank in the United States"** award in the Euromoney magazine Awards for Excellence –Euromoney, July 2011
- **#5 Most Admired in the world in quality of management** – Fortune, March 2011
- U.S. Bank **#1 most trusted bank in consumer protection** – Ponemon Institute, 2011
- U.S. Bank again ranked one of the **World's 50 Safest Banks** – Global Finance, August 2011
- U.S. Bank offers **"Best National Checking Account,"** based in part on the bank's high customer satisfaction ranking by J.D. Powers & Associates – Money Magazine, 2011
- U.S. Bank Wins 2011 Prestigious **"Spirit of America" Award**. Only one Spirit of America Award is given each year. It is the highest honor bestowed by the United Way and recognizes U.S. Bank as the company with the most comprehensive partnership with the United Way to strengthen communities in all three categories and the company's employees that most exemplify "Living United".



Exhibits

Included in this section are the following exhibits as referenced in this proposal:

Exhibit 1 – Town of Paradise Sample Implementation Schedule

Exhibit 2 – Sample SinglePoint Reports

- SinglePoint Current Day ACH Summary and Detail Sample Report – 1 page
- SinglePoint Wire Detail Sample Report – 4 pages
- SinglePoint Previous Day Summary report (filtered) – 2 pages
- SinglePoint Previous Day Summary and Detail Sample Report - 9 pages

Exhibit 3 – Sample Statements

- Account Analysis Statement Guide
- Sample Account Analysis Statement
- Sample Checking Account Statement



Implementation Schedule for Town of Paradise

7/15/2012

U.S. Bank Contact List	Phone	Email	Role			
Mark Kerr			Implementation Coordinator			
Barbara Landavazo			Treasury Management Consultant			
Commercial Customer Service Banker			Commercial Customer Service Rep			
Troy Kidd			Relationship Manager			
Customer Contact List	Phone	Email	Role			
			Technical / Implementation Contact			
			Accounting Manager			
			Chief Financial Officer			
Tasks	Responsibility / Contacts		Lead Times	Due Date	Status	Comments
	U.S. Bank	Customer	(Product or Task)	(Task Level)	(In Process/Complete)	
Treasury Management Agreements			5 business days			
Deliver Management Service Agreement (MSA) and Terms & Conditions	USB Contact					
Assist customer with determining appropriate MSA signers and TINs	USB Contact					
Return completed MSA		Customer Contact				
Deliver ACH, Wire, or SinglePoint documents	USB Contact					
Return Completed ACH, Wire, or SinglePoint documents		Customer Contact				
Open Accounts			5 business days			
Complete USA Patriot Act/CIP Requirements	USB Contact					
Assign Account Numbers	USB Contact					
Deliver Account Opening Forms, Appendix As, and MICR Specification Sheet to customer	USB Contact					
Return Account Opening Forms, Appendix As, and MICR Specification Sheets to U.S. Bank		Customer Contact				
Check Order Information:						
- Provide Customer with quote for U.S. Bank check printing	USB Contact					
- Determine check printer		Customer Contact				
- Determine type of check (pre-printed, blank, etc.)		Customer Contact				
- Indicate Printing Software Type and Version		Customer Contact				
- Indicate Type of Printer		Customer Contact				
- Deliver (3) Original Samples of Current Check Stock		Customer Contact				
- Deliver MICR Specs to Vendor if Printing Checks		Customer Contact				
- Order Checks		Customer Contact				
- Deliver 10 Test Checks (only if checks printed by vendor)		Customer Contact				
Order Deposit Slips	USB Contact					
Order Endorsement Stamps	USB Contact					
Determine Returned Item Special Instructions		Customer Contact				
Add Return Item Instructions to Account(s)	USB Contact					

Tasks	Responsibility / Contacts		Lead Times	Due Date	Status	Comments
	U.S. Bank	Customer	(Product or Task)	(Task Level)	(In Process/Complete)	
U.S. Bank SinglePoint®			10 business days			
Target Customer Use Date: 00/00/0000						
Deliver DEMO Address	USB Contact					
Determine Services/Accounts	USB Contact	Customer Contact				
Identify Billing Account	USB Contact					
Specify two System Administrators		Customer Contact				
Complete and return questionnaire		Customer Contact				
System requirements-Windows operating system with Internet Explorer version 5.5 +		Customer Contact				
Determine training needs		Customer Contact				
Deliver tokens, Operator IDs & Passwords to company contact	USB Contact					
TREASURY MANAGEMENT PRODUCTS						
Account Reconciliation			20-30 business days			
Positive Pay:						
Provide Positive Pay Exception Contact		Customer Contact				
Determine Default Decision: Return All, Pay All	USB Contact	Customer Contact				
Determine Input method: SinglePoint, Transmission	USB Contact	Customer Contact				
Determine Optional Positive Pay Services: Payee Positive Pay, Teller Positive Pay, Teller PPay Special Handling, Teller Payee Positive Pay	USB Contact	Customer Contact				
Provide Alternate Contact for Teller Positive Pay Special Handling		Customer Contact				
Review Payee Positive Pay Implementation Overview	USB Contact	Customer Contact				
Deliver Payee Positive Pay Check Formatting Guidelines / Questionnaire	USB Contact					
Return Payee Positive Pay Check Formatting Guidelines / Questionnaire		Customer Contact				
Deliver SinglePoint Positive Pay Implementation Overview	USB Contact					
Deliver SinglePoint Positive Pay Quick Reference Guide	USB Contact					
Complete final Positive Pay training upon activation of service (review product details, deadlines, functionality, etc.)	USB Contact	Customer Contact				
SinglePoint Input:						
Deliver SinglePoint File Upload Format and Preparation Guide	USB Contact					
Determine if using QuickBooks software to create Input files	USB Contact	Customer Contact				
Deliver QuickBooks Issue File Converter	USB Contact					
SinglePoint Output:						
Determine SinglePoint Reporting options: ARP Recon (Full or Partial only), ARP Reject Report, Deposit Recon, Daily Checks Paid report	USB Contact	Customer Contact				
For Transmissions (All):						
Deliver Data Transmission Questionnaire (DTQ)	USB Contact					
Return Data Transmission Questionnaire (DTQ)		Customer Contact				
Provide Vendor Information		Customer Contact				
Notify vendor of new banking relationship		Customer Contact				

Tasks	Responsibility / Contacts		Lead Times	Due Date	Status	Comments
	U.S. Bank	Customer	(Product or Task)	(Task Level)	(In Process/Complete)	
For Transmission (Input only):						
Deliver ARP Standard Issue Input Format	USB Contact					
Determine if using Excel to create Input files	USB Contact	Customer Contact				
Deliver Instructions for Creating Input Files using Excel, Issue File template, Input File Examples (Excel and .PRN file)	USB Contact					
Determine if using SecurePay to create Input files	USB Contact	Customer Contact				
Deliver SecurePay Product Comparison Document & Request Form	USB Contact					
Fax or Email SecurePay Software Request Form to AP Technologies		Customer Contact				
Determine Input File Confirmation method: SinglePoint, Fax	USB Contact	Customer Contact				
Deliver ARP File Confirmation Fax Questionnaire (Fax only)	USB Contact					
Return ARP File Confirmation Fax Questionnaire (Fax only)		Customer Contact				
For Transmission (Output only):						
Deliver ARP Output Format	USB Contact					
Determine Additional Output Content (Full Recon only, except Outstanding Issues): Misc Credits, Misc Debits, Cancels, Stops, Outstanding Issues	USB Contact	Customer Contact				
Determine Daily Checks Paid Format: Scrubbed (no rejects), Unscrubbed	USB Contact					
Input Transmission Testing:						
Validate Request and Begin Connectivity Testing	USB Contact	Customer Contact				
Request Test file (for Test environment)	USB Contact					
Submit Test file (to Test environment), Notify USB Contact		Customer Contact				
Validate Test file (in Test environment), Provide feedback	USB Contact					
Make modifications and re-test (if necessary)		Customer Contact				
Request Test file (for Production environment)	USB Contact					
Submit Test file (to Production environment), Notify USB Contact		Customer Contact				
Validate Test file (in Production environment), Provide feedback	USB Contact					
Make modifications and re-test (if necessary)		Customer Contact				
Validate File Format of test files already provided, Provide feedback	USB Contact					
Make modifications to File Format and re-test (if necessary)		Customer Contact				
Request Outstanding & Current Issues file	USB Contact					
Provide Outstanding & Current Issues file, Notify USB Contact		Customer Contact				
Validate Outstanding & Current Issues file, Provide feedback	USB Contact					
Resolve missing Outstanding Issues (PNIs)	USB Contact	Customer Contact				
Confirm activation date for transmission	USB Contact	Customer Contact				
Activate transmission	USB Contact					
Output Transmission Testing:						
Validate Request and Begin Connectivity Testing	USB Contact	Customer Contact				
Create and send Test file, Notify customer	USB Contact					
Validate Test file, Provide feedback		Customer Contact				
Make modifications, Request additional test files (if necessary)		Customer Contact				
Test Sign off		Customer Contact				
Activate transmission	USB Contact					

Tasks	Responsibility / Contacts		Lead Times	Due Date	Status	Comments
	U.S. Bank	Customer	(Product or Task)	(Task Level)	(In Process/Complete)	
ACH Direct (Transmission)			20-30 business days			
Target Customer Use Date: 00/00/0000						
Determine Billing Account	USB Contact					
Identify settlement accounts and company IDs	USB Contact	Customer Contact				
Determine customer receipt of Return Reports: SinglePoint, Transmission, Fax	USB Contact	Customer Contact				
Determine ACH Transaction types to be used		Customer Contact				
Deliver Data Transmission Questionnaire (DTQ)	USB Contact					
Return Data Transmission Questionnaire (DTQ)		Customer Contact				
Deliver NACHA file format	USB Contact					
Provide Vendor Information		Customer Contact				
Notify vendor of new banking relationship		Customer Contact				
If EDI Reporting is requested, a Technical Specialist will be in contact with you to implement this service.	USB Contact	Customer Contact				
Input Transmission Testing:						
Validate Request and Begin Connectivity Testing	USB Contact	Customer Contact				
Request Test file (for Test environment)	USB Contact					
Submit Test file (to Test environment), Notify USB Contact		Customer Contact				
Validate Test file (in Test environment), Provide feedback	USB Contact					
Make modifications and re-test (if necessary)		Customer Contact				
Request Test file (for Production environment)	USB Contact					
Submit Test file (to Production environment), Notify USB Contact		Customer Contact				
Validate Test file (in Production environment), Provide feedback	USB Contact					
Make modifications and re-test (if necessary)		Customer Contact				
Validate File Format of test files already provided, Provide feedback	USB Contact					
Make modifications to File Format and re-test (if necessary)		Customer Contact				
Deliver Prenote file (10 business days prior to live)		Customer Contact				
ACH Direct Deposit for Payroll			20-30 business days			
Target Customer Use Date: 00/00/0000						
Determine need for Vendor Transmitted Files	USB Contact					
Notify vendor with new U.S. Bank account number and company i.d.		Customer Contact				
ACH Block			10 business days			
Target Customer Use Date: 00/00/0000						
Confirm Accounts		Customer Contact				
Confirm Blocks: Debit, Credit, Both		Customer Contact				
ACH Filter			10 business days			
Target Customer Use Date: 00/00/0000						
Confirm Accounts		Customer Contact				
Confirm Filter: Debit, Credit, Both		Customer Contact				
Obtain authorized company IDs and parameters for each filter	USB Contact					
Set up ACH Filter Reporting	USB Contact					

Tasks	Responsibility / Contacts		Lead Times	Due Date	Status	Comments
	U.S. Bank	Customer	(Product or Task)	(Task Level)	(In Process/Complete)	
Branch Deposit Arrangements with Coin & Currency			15-25 business days			
Target Customer Use Date: 00/00/0000						
Complete proximity study	USB Contact					
Identify specific branches to be used by customer	USB Contact					
Wire Transfer			9 business days			
Target Customer Use Date: 00/00/0000						
Determine Wire Service: SinglePoint, CMT, Voice	USB Contact					
Determine Wire Advice method: Mail, Incoming (Phone or Fax), Outgoing (Fax)		Customer Contact				
Deliver pre-filled wire agreements	USB Contact					
Return wire agreements (original signatures required)		Customer Contact				
On-Site Electronic Deposit			21 business days			
Target Customer Use Date: 00/00/0000						
Determine site location	USB Contact					
Deliver On-Site Electronic Deposit Questionnaire and Data Transmission Questionnaire (if applicable)	USB Contact					
Deliver U.S. Bank On-Site Electronic Deposit Authorization	USB Contact					
Deliver System Requirements - (for Web Application)	USB Contact					
Complete and return Questionnaire, Authorization and Data Transmission Questionnaire (if applicable)		Customer Contact				
Determine equipment lease or purchase	USB Contact					
Determine training needs	USB Contact					
Deliver equipment, software and log-on letters to company contact	USB Contact					

Current Day ACH Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/07/20XX

Printed on 11/07/20XX at 12:27 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Number of Credits	7
Total Amount of Credits	\$96,500.00
Number of Debits	1
Total Amount of Debits	\$58,000.00

ACH CREDITS

Dollar Amount	Transaction Details
Dollar Amount	Transaction Details
\$4,234.57	Bank Reference: 9876544 00000000000
\$1,236.58	Bank Reference: 234567 00000000000
\$807.23	Bank Reference: 9876543 00000000000

Subtotal 3 ACH Credits
\$6,278.38

Total Credits: 3
\$6,278.38

ACH DEBITS

Dollar Amount	Transaction Details
\$58,000.00	USATAXPMT3387702000 07737899193
\$2,000.00	USATAXPMT3387702000 00000012367

Subtotal: 2 ACH Debit(s)
\$60,000.00

Total Debits: 2
\$60,000.00

---End of Report---

Disclaimer: Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

Wire Detail

Sample Company A

SinglePoint

Reported Activity as of 11/07/200X

Printed on 11/07/200X at 06:40 PM CST

Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A

Credit Detail**Internal Wire Transfer Credit**

Dollar Amount	Transaction Details
\$35,250.00	PAR Number: 0X1107000164 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$4,500.00	PAR Number: 0X1107000165 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$1,002.00	PAR Number: 0X1107000166 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 3 Incoming Internal Wire Transfer(s)
\$40,752.00

Incoming Fedwire

Dollar Amount	Transaction Details
\$60,000.00	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7,200X 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 200X1107B1QGC08C000275

Subtotal: 1 Incoming Fedwire
\$60,000.00

Incoming USD International

Dollar Amount	Transaction Details
\$12,600.00	PAR Number: 050800X11073002029 Swift Ref: IMT0000052187 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Receiving Bank: 091000022 US BANK MINNESOTA Sender's Correspondent Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA Beneficiary: 123456789012 SAMPLE BENEFICIARY A Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 1 Incoming USD International
\$12,600.00

Incoming FX International

Dollar Amount	Transaction Details
\$8,400.00	PAR Number: 0X1107002019 Swift Ref: IMT0000052187 Date/Time Received: November 7,200X 08:03:08 CDT FX Currency: EUR FX Amount: 1096.30 Rate: .003656 Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Receiving Bank: 091000022US BANK MINNESOTA Sender's Correspondent Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA Beneficiary: 123456789012 SAMPLE BENEFICIARY A Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX

Subtotal: 1 Incoming FX International
\$8,400.00

Total Credits: 6
Total Credit Amount: \$121,752.00

Debit Detail

Internal Wire Transfer Debit

Dollar Amount	Transaction Details
\$1,891.00	PAR Number: 0X1107501151 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X
\$809.00	PAR Number: 0X1107501153 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X
\$2,092.56	PAR Number: 0X1107501156 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X

\$1,020.00 PAR Number: 0X1107501158
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Beneficiary: 000123456789012 SAMPLE CO ABC
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X
Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X

Subtotal: 4 Internal Wire Transfer(s)
\$5,812.56

Customer Initiated Outgoing Fed Wire

Dollar Amount	Transaction Details
\$48,900.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 IMAD: 21156465654 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x
\$40,000.00	PAR Number: 0X1107501181 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 IMAD: 21156465654 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

Subtotal: 2 Customer Initiated Outgoing Fed Wire(s)
\$88,900.00

Outgoing USD International

Dollar Amount	Transaction Details
\$1,400.00	PAR Number: 0X1107501182 Swift Ref: 050803USBKUS44AIMT2284592167 Date/Time Completed: November 7,200X 08:03:08 CDT Send Date: August 03, 2005 Value Date: August 03, 2005 Repeat Code: 12345 Receiving Bank: BCDE EXPRESS BANK, LTD. Intermediary Bank: EFGHI BANK, LTD. Beneficiary Bank: FOREIGN COMMERCIAL BANK LTD TAIPEI TAIWAN Beneficiary: 0123456799012345 SAMPLE CO GHIJ HWAN RD TAYA SHIANG TAICHUNG HSIEN TAIWAN Beneficiary Ref: 0123456799012345 SAMPLE CO GHIJ Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 Source: SPT Control Number: 12002

Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X
Approved By: User2 On Wed NOV 11 14:01:04 CDT 200Xo

Subtotal: 1 Outgoing USD International
\$1,400.00

Outgoing FX International

Dollar Amount	Transaction Details
\$2,034.00	PAR Number: 0X1107001029 Swift Ref: IMT0000052187 Date/Time Completed: November 7,200X 08:03:08 CDT Send Date: August 03, 2005 Value Date: August 03, 2005 Repeat Code: 12345 FX Currency: EUR FX Amount: 1096.30 Rate: .003656 Contract Number: NODEALREF Receiving Bank: 091000022US BANK MINNESOTA Intermediary Bank: THE INTRMED BANK Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 on Wed Nov 11 14:01:04 CDT 200X

Subtotal: 1 Outgoing FX International
\$2,034.00

Total Debits: 8
Total Debit Amount: \$98,146.56

----- End of Report -----

Disclaimer: Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

Previous Day Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/06/200X

Printed on 11/07/200X at 03:14 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Opening Collected Balance	\$1,237,959.88
1 Day Float	\$1,769,895.39
2 Day Float	\$7,105,807.43
3 + Day Float	\$38,129.87
Collected Balance + 1 Day Float	\$0.00
Number of Credits	32
Total Amount of Credits	\$186,810,591.76
Number of Debits	39
Total Amount of Debits	\$192,033,754.20
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

CREDITS

----- No Data to Report -----

DEBITS**Checks Paid**

Dollar Amount	Transaction Details
\$913,184.04	Bank Reference: 7716982 3456789012 Transaction Reference: 0000000012
\$900,061.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000013
\$121,600.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000018
\$55,121.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000001
\$48,400.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000044
\$20,371.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000014
\$10,146.76	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000022
\$4,233.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000089
\$910.96	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000068
\$158.85	Bank Reference: XXXXXXX643 Transaction Reference: XXXXXXX059
\$4.35	Bank Reference: 7717228 1234567890 Transaction Reference: 0000000042

Subtotal: 11 Checks Paid**\$2,074,190.96****TOTAL DEBITS****\$2,074,190.96**

GRAND TOTALS

Ledger Balance	\$7,551,044.80
Opening Collected Balance	\$1,237,959.88
1 Day Float	\$1,769,895.39
2 Day Float	\$7,105,807.43
3 + Day Float	\$38,129.87
Collected Balance + 1 Day Float	\$0.00
Number of Credits	32
Total Amount of Credits	\$186,810,591.76
Number of Debits	39
Total Amount of Debits	\$192,033,754.20
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

----- End of Report -----

Previous Day Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/06/200X

Printed on 11/07/200X at 01:48 PM CST

**Bank Name** USBMN - US BANK OF MINNESOTA

Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

CREDITS**Customer Deposit(s)**

Dollar Amount	Transaction Details
\$7,131,515.19	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 7,094,000.39/ 2 DAY FLOAT: 37,514.80/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX3037
\$12,188.38	IMMEDIATE FUNDS: 12,188.38/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX458
\$6,028.88	IMMEDIATE FUNDS: 102.24/ 1 DAY FLOAT: 5,430.01/ 2 DAY FLOAT: 429.08/ 3 OR MORE DAY FLOAT: 67.55/ Bank Reference: XXXXXX544
\$2,505.34	IMMEDIATE FUNDS: 18.15/ 1 DAY FLOAT: 2,472.50/ 2 DAY FLOAT: 14.69/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX321
\$1,991.52	IMMEDIATE FUNDS: 74.97/ 1 DAY FLOAT: 1,818.12/ 2 DAY FLOAT: 98.43/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX026
\$1,628.38	IMMEDIATE FUNDS: 69.11/ 1 DAY FLOAT: 1,486.40/ 2 DAY FLOAT: 72.87/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX812
\$600.01	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 600.01/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX418

Subtotal: 7 Customer Deposit(s)**\$7,156,457.70****ACH Settlement Credit(s)**

Dollar Amount	Transaction Details
\$86,149.91	PAYROLL SETTLEMENT ABC COMPANY Bank Reference: XXXXXXXX888

Subtotal: 1 ACH Settlement Credit(s)**\$86,149.91****ACH Credit Detail(s)+A120**

Dollar Amount	Transaction Details
\$1,282,770.71	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX970 Transaction Reference: XXXXXXXX001
\$986,660.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX920 Transaction Reference: XXXXXXXX011
\$800,502.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX708 Transaction Reference: XXXXXXXX021
\$200,300.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX270 Transaction Reference: XXXXXXXX051
\$150,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX271 Transaction Reference: XXXXXXXX061
\$98,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX500 Transaction Reference: XXXXXXXX004
\$35,896.99	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX903 Transaction Reference: XXXXXXXX000
\$20,000.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX893 Transaction Reference: XXXXXXXX020
\$1,750.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX788 Transaction Reference: XXXXXXXX221

Subtotal: 9 ACH Credit Detail(s)**\$3,575,879.70****Incoming Wire Transfers**

Dollar Amount	Transaction Details
\$161,501,073.77	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7,200X 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 200X1107B1QGC08C000275

\$8,002,880.00	PAR Number: 0X1107000165 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,200,504.00	PAR Number: 0X1107000166 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,786.00	PAR Number: 0X1107000176 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$3,000.00	PAR Number: 0X1107000109 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 4 Incoming Wire Transfers

\$175,714,243.77

Sweep Interest Income

Dollar Amount	Transaction Details
\$28.55	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 28.55/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:
\$23.13	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 23.13/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 2 Sweep Interest Income

\$51.68

Sweep Principal Credit

Dollar Amount	Transaction Details
\$277,798.91	COMMERCIAL PAPER SWEEP PRINCIPAL IMMEDIATE FUNDS: 277,798.91/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 1 Sweep Principal Credit

\$277,798.91

Miscellaneous Credit(s)

Dollar Amount	Transaction Details
\$4.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 4.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.01	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.01/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$1.56	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 1.56/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$0.11	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.11/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX542 Transaction Reference: XXXXXXX070
\$0.09	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.09/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX616 Transaction Reference: XXXXXXX005
\$0.04	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.04/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX540 Transaction Reference: XXXXXXX070

Subtotal: 7 Miscellaneous Credit(s)**\$10.09****TOTAL CREDITS****\$1,730,025.19**

DEBITS**ACH Debit(s)**

Dollar Amount	Transaction Details
\$47,855.52	021406-HAVRE XXXXXXXX554 AC#XXXXXXXXX6283 Bank Reference:
\$728.31	SETTLEMENTXXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX144 Transaction Reference: XXXXXXXX001

Subtotal: 2 ACH Debit(s)**\$48,583.83****Check(s) Paid**

Dollar Amount	Transaction Details
\$913,184.04	Bank Reference: 7716982 3456789012 Transaction Reference: 0000000012
\$900,061.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000013
\$121,600.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000018
\$55,121.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000001
\$48,400.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000044
\$20,371.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000014
\$10,146.76	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000022
\$4,233.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000089
\$910.96	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000068
\$158.85	Bank Reference: XXXXXXXX643 Transaction Reference: XXXXXXXX059
\$4.35	Bank Reference: 7717228 1234567890 Transaction Reference: 0000000042

Subtotal: 11 Check(s) Paid**\$2,074,190.96****Target Balance Debit(s)**

Dollar Amount	Transaction Details
\$49,429,333.32	FUNDS TRANSFER TO DDA ACT XXX302016305 Bank Reference: XXXX000693
\$5,379,013.60	FUNDS TRANSFER TO DDA ACT XXX300504104 Bank Reference: XXXX000625
\$1,526,409.62	FUNDS TRANSFER TO DDA ACT XXX302016628 Bank Reference: XXXX000695

Subtotal: 3 Target Balance Debit(s)**\$56,334,756.54****Outgoing Wire Transfers**

Dollar Amount	Transaction Details
\$106,012,003.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE Beneficiary Ref: ITEM 12345

Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$13,424,624.16 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$5,822,052.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$4,821,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$2,848,500.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:279 200x

Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$109,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

Subtotal: 5 Outgoing Wire Transfers

\$133,037,179.16

Securities Purchased

Dollar Amount	Transaction Details
\$530,774.66	SWEEP TO COMMERCIAL PAPER INVESTMENT Bank Reference: XXXXXXXX107

Subtotal: 1 Securities Purchased

\$530,774.66

Currency and Coin Shipped

Dollar Amount	Transaction Details
\$2,525.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX641 Transaction Reference: XXXXXXXX062
\$2,300.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX214 Transaction Reference: XXXXXXXX020
\$600.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX261 Transaction Reference: XXXXXXXX005

Subtotal: 3 Currency and Coin Shipped

\$5,425.00

Miscellaneous Fee(s)

Dollar Amount	Transaction Details
\$63.64	Bank Reference: XXXXXXXX020
\$42.52	Bank Reference: XXXXXXXX020
\$34.90	Bank Reference: XXXXXXXX038
\$31.00	Bank Reference: XXXXXXXX042
\$21.00	Bank Reference: XXXXXXXX072
\$20.00	Bank Reference: XXXXXXXX073
\$18.00	Bank Reference: XXXXXXXX083
\$15.61	Bank Reference: XXXXXXXX013
\$11.01	Bank Reference: XXXXXXXX093
\$10.12	Bank Reference: XXXXXXXX088

Subtotal: 10 Miscellaneous Fee(s)

\$267.80

Miscellaneous Debit(s)

Dollar Amount	Transaction Details
---------------	---------------------

\$2,575.00	CIB BOOK TRANSFER INTO DDA XXXXXXXX068 Bank Reference:
\$0.71	Bank Reference: XXXXXXXX683 Transaction Reference: XXXXXXXX070
\$0.45	Bank Reference: XXXXXXXX567 Transaction Reference: XXXXXXXX044
\$0.09	Bank Reference: XXXXXXXX035 Transaction Reference: XXXXXXXX008

Subtotal: 4 Miscellaneous Debit(s)

\$2,576.25

TOTAL DEBITS

\$588,786.39

GRAND TOTAL

Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27
Total Amount of Credits	\$186,810,591.76
Number of Credits	32
Total Amount of Debits	\$192,033,754.20
Number of Debits	39

---End of Report---

Understanding Your Business Account Analysis Statement

At U.S. Bank, providing the best in customer service and convenience is a top priority. Our Five Star Service Guarantee means that your business will receive the attention it deserves. As part of our Five Star Service Guarantee, you will receive an accurate and timely U.S. Bank business account analysis statement in a concise, easy-to-read format. We're committed to meeting and exceeding all your business needs.

Consolidated Analysis Summary

- 1 Lead Account Number:** The checking account to which service charges are assessed.
- 2 Earnings Credit Rate:** The rate applied to the collected balance available for earnings credit to calculate total earnings credit, as detailed in the settlement analysis section on your analysis statement.
- 3 Negative Collected Rate:** The rate charged for use of uncollected balances.
- 4 Reserve Requirement Rate:** The reserve requirement percentage set by the Federal Reserve.
- 5 Current Month Multiplier:** The collected balance available for earnings credit required to offset \$1 of service charges.
- 6 Settlement Frequency:** The frequency with which your account settles.
- 7 Settlement Period:** The month your account will settle.

Balance Summary

- 8 Average Ledger Balance:** The sum of daily balances divided by the number of days in the month (includes collected and uncollected balances).
- 9 Average Float:** The average daily balance of all checks you have deposited for which ledger credit has been given, but which are not yet collected.
- 10 Average Collected Balance:** The total of your daily ledger balances, minus float, divided by the number of days in the month.
- 11 Average Negative Collected Balance:** If the ending ledger balance minus any uncollected funds is less than zero, then your daily ending collected balance position is negative. The average

negative collected balance is calculated by adding the daily negative collected balances for all accounts and dividing by the number of days in the month.

- 12 Average Positive Collected Balance:** If the ending ledger balance minus any uncollected funds is greater than zero, then your daily ending collected balance is positive. The average positive collected balance is calculated by adding the daily positive collected balances for all accounts and dividing by the number of days in the month.

Settlement Analysis

- 13 Average Positive Collected Balance:** The same as the average positive collected balance described in number 12 above.
- 14 Reserve Requirement:** The average positive collected balance multiplied by the reserve requirement rate.
- 15 Collected Balance Available for Earnings Credit Services:** The average positive collected balance minus the reserve requirement.
- 16 Earnings Credit:** The earnings credit rate multiplied by the collected balance available for earnings credit to produce your total earnings credit amount.
- 17 Earnings Credit Based Service Charges:** The total service charges as detailed on your analysis statement in the service activity detail section.
- 18 Current Month Surplus/(Deficit) Position:** The total service charges for the current month, after earnings credit has been deducted.
- 19 Net Service Charges:** The net position at settlement. A negative value indicates that you owe a service charge.



Customer Analysis Statement

Statement Period: March 200X
Page 1 of 3

Account Number: 1-234-5678-9012
TOTAL CHARGE: \$286.90

The Total Charge will be assessed to account 1-234-5678-9012 in the month of April.

Direct inquiries to: Commercial Customer Service at 1-866-715-XXXX.

SAMPLE COMPANY A
SAMPLE ADDRESS 1
SAMPLE CITY, XX, 12345-6789

To help ensure the accuracy of your service activity, please review this statement promptly and compare it to your records. You must report any discrepancies within 60 days of the date this analysis statement is mailed or made available to you. After 60 days your service activity and billing will be deemed correct.

News For You

We are very excited about the changes taking place at U.S. Bank. As a valued business customer, we hope that you will take this opportunity to stop in at your local U.S. Bank branch and find out what new and exiting products are available to make your business the best it can be.

Consolidated Analysis Summary

SAMPLE COMPANY A	1 Lead Account Number	1-234-5678-9012
	2 Earnings Credit Rate	1.02%
	3 Negative Collected Rate	11.50%
	4 Reserve Requirement Rate	10.00%
	5 Current Month Multiplier	1,282.58
	6 Settlement Frequency	Monthly
	7 Settlement Period	March 200X

Balance Summary

8 Average Ledger Balance	\$	159,307.41	11 Average Negative Collected	\$	(1,924.92)
9 Average Float	-	20,670.64	12 Average Positive Collected	\$	140,561.69
10 Average Collected Balance	=	138,636.77			

Settlement Analysis

13 Average Positive Collected Balance	\$	140,561.69
14 Reserve Requirement @ 10%	-	14,056.17
15 Collected Balance Available for Earnings Credit Services	=	126,505.52
16 Earnings Credit @ 1.02000%		109.59
17 Earnings Credit Based Service Charges	-	396.49
18 Current Month Surplus/(Deficit) Position	=	(286.90)
19 Net Service Charges	\$	(286.90)

20 Service Activity Detail - Summary

Service	Volume	Avg Unit Price ²¹	Total Charge	Collected Balance Required ²²
Depository Services				
Account Maintenance	4	13.50000	54.00	69,260
Paper Credits	11	0.34636	3.81	4,887
Electronic Credits	10	0.23000	2.30	2,950
Paper Debits	94	0.19787	18.60	23,856
Electronic Debits	10	0.17000	1.70	2,180
Deposited Item - On-US	14	0.09285	1.30	1,667
Deposited Item - Local	33	0.09500	3.13	4,015
Deposited Item - Regional	9	0.09500	0.85	1,090
Deposited Item - Transit	15	0.09500	1.42	1,821
FDIC Quarterly Charge	129	0.03300	4.25	5,451
Statement With All Items	2	5.00000	10.00	12,826
Statement With Checks	2	5.00000	10.00	12,826
Charge For Neg Coll Balance	1,924.92	0.00990	19.06	24,446
Subtotal: Depository Services			130.42	
Wire Transfers				
Voice Fedwire Non-Repetitive	1	20.00000	20.00	25,652
Wire Advice Mail	1	4.00000	4.00	5,130
Subtotal: Wire Transfers			24.00	
US Bank SinglePoint				
Intra Day Sum & Tran	2	0.00000	No Charge	0
Intra Day Sum	2	0.00000	No Charge	0
Previous Day Sum & Tran				
First	1	50.00000	50.00	
Next	1	0.00000	No Charge	
Total	2		50.00	64,130
Previous Day Summary	2	0.00000	No Charge	0
BAI Item Reported Terminal	413	0.00000	No Charge	0
Subtotal: US Bank SinglePoint			50.00	
Zero Balance Accounts				
ZBA Subsidiary	1	20.00000	20.00	25,652
Subtotal: Zero Balance Accounts			20.00	
Sweep				
Business Money Fund Sweep	1	75.00000	75.00	96,194
Subtotal: Sweep			75.00	

* For statements with more than one account the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.

Service Activity Detail - Summary

(CONTINUED)

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
Easytax Services				
Easytax Web Tax Payment	3	3.75000	11.25	14,429
Easytax Recap Report	1	25.00000	25.00	32,065
Subtotal: Easytax Services			36.25	
ACH Service				
ACH Monthly Maintenance	1	25.00000	25.00	32,065
ACH Process Run	2	10.00000	20.00	25,652
ACH Orig Not On-US Item	99	0.11000	10.89	13,967
ACH Originated On-US Item	18	0.11000	1.98	2,540
Easytax ACH Item	4	0.10000	0.40	513
ACH Received Item	17	0.15000	2.55	3,271
Subtotal: ACH Service			60.82	
Earnings Credit Based Service Charges			396.49	508,530

* For statements with more than one account the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.

Accounts Included In This Rollup (4)

20 1-234-5678-9012 2-345-6789-0123 3-456-7890-1234 4-567-8901-2345

26 Definitions

Collected Balance Required: Current Month Surplus/(Deficit) Position + Earnings Credit Rate + (1-Reserve Requirement Rate) + Actual Days in Month * 365

Current Month Multiplier is the Collected Balance Required for \$1.00 in Service Charges: 1.00 + Earnings Credit Rate + (1-Reserve Requirement Rate) + Actual Days in Month * 365

Charge for Negative Collected Balance: Average Negative Collected Balance * Negative Collected Balance Rate * Actual Days in Month + 360

Earnings Credit: Collected Balance Available for Earnings Credit Services * Earnings Credit Rate * Actual Days in Month + 365

Average Negative Collected Balance: On a daily basis, your ending collected balance is either positive or negative. If the ending ledger balance minus any uncollected funds (float) is less than zero, then your daily ending collected balance position is negative. At the end of the month, the daily negative collected balances are combined and divided by the number of days in the statement period.

Average Positive Collected Balance: If the ending ledger balance minus any uncollected funds (float) is greater than zero, then your daily ending collected balance is positive. At the end of the month, the daily positive collected balances are combined and divided by the number of days in the statement period.

The Reserve Requirement deduction on your analyzed account statements may not necessarily reflect the actual reserves incurred by U.S. Bank.

...Continued from previous page

Service Activity Detail

20 Service Activity Detail: This section lists volume, average unit price, total charge, and collected balance required for each service used. Association for Financial Professionals (AFP) Service Codes are available upon request.

21 Average Unit Price: The average price for each unit. For statements with more than one account, the per-unit pricing can vary from account to account. The average unit price at the summary level is calculated by dividing the total charge by volume. For detailed pricing information, refer to account level statements.

22 Collected Balance Required: The collected balance available for earnings credit you must maintain in your account to fully offset total charges.

23 Charge For Negative Collected Balance: The volume indicated for this line item is the number of dollars of average negative collected balance for the current month. The average unit price is calculated by multiplying the negative collected rate by the number of days in the current month, divided by 360.

If you have any questions about your statement, please call the customer service phone number provided at the top of your statement. If a customer service phone number is not listed, please contact your local U.S. Bank or your Relationship Manager. We would be happy to review your statement with you.

24 Tiered Elements: A service that consists of two or more levels of pricing.

25 Accounts Included In This Rollup: All accounts that comprise the total analysis activity.

26 Definitions: Definitions of how key information is calculated.

Customer Analysis Statement

Statement Period: September 20XX

Page 1 of 4



3333333330

SAMPLE COMPANY A

Account Number: 1-234-5678-9012

TOTAL CHARGE: \$3,197.86

The Total Charge will be assessed to account 1-234-5678-9012 in the month of October.

Direct inquires to: Commercial Customer Service at 1-866-483-3335.

To help ensure the accuracy of your service activity, please review this statement promptly and compare it to your records. You must report any discrepancies within 60 days of the date this analysis statement is mailed or made available to you. After 60 days your service activity and billing will be deemed correct.

News For You

Stay current on treasury management topics with U.S. Bank TM Forum eNewsletter. To receive a free, quarterly copy of TM Forum, send your email to tmforumnewsletter@usbank.com and write 'subscribe' in the subject line.

Consolidated Analysis Summary

SAMPLE COMPANY A	Lead Account Number	1-234-5678-9012
	Negative Collected Rate	12.25%
	Reserve Adjustment Rate	10.00%
	Settlement Frequency	Monthly
	Settlement Period	September 20XX

Balance Summary

Average Ledger Balance	\$	0.00
Average Float	-	0.00
Average Collected Balance	=	0.00

Settlement Analysis

Average Collected Balance	\$	0.00
Collected Balance Available for Earnings Credit Services	=	0.00
Earnings Credit Based Service Charges	-	3,197.86
Current Month Surplus/(Deficit) Position	=	(3,197.86)
Net Service Charges	\$	(3,197.86)

The Reserve Adjustment deduction on your analyzed account statement may not necessarily reflect the actual reserves incurred by U.S. Bank.

Service Activity Detail - Summary

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
Depository Services				
Account Maintenance	1	6.50000	6.50	0
Electronic Credits	45	0.25000	11.25	0
Electronic Debits	149	0.15000	22.35	0
Check Filter Monthly Maint	1	0.00000	No Charge	0
Subtotal: Depository Services			<u>40.10</u>	
SinglePoint				
Sp Current Day Detail - Acct	1	9.00000	9.00	0
Sp Current Day Per Item	360	0.03500	12.60	0
Sp Previous Day Detail - Acct	1	55.00000	55.00	0
Sp Previous Day Per Item	429	0.07000	30.03	0
Account Analysis Report	1	10.00000	10.00	0
Monthly DDA Statement	1	5.00000	5.00	0
ACH Return And NOC Report	1	5.00000	5.00	0
Sp Token Monthly Maintenance	4	3.00000	12.00	0
Sp Book Transer Mo Maintenance	1	0.00000	No Charge	0
Sp ACH Monthly Maintenance	1	30.00000	30.00	0
Sp Wires Monthly Maintenance	1	30.00000	30.00	0
Subtotal: SinglePoint			<u>198.63</u>	
Wire Transfers				
Wires Monthly Pin Maintenance	1	0.00000	No Charge	0
Subtotal: Wire Transfers			<u>0.00</u>	
Zero Balance Accounts				
ZBA Subsidiary	1	20.00000	20.00	0
Subtotal: Zero Balance Account			<u>20.00</u>	

* For statements with more than one account, the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.

Service Activity Detail – Summary

(CONTINUED)

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
ACH Service				
ACH Monthly Maintenance	2	Maximum	25.00	0
ACH Originated Addenda Item	4,387	0.03000	131.61	0
ACH Settlement Report No Maint	4	Maximum	20.00	0
ACH Process Run	137	Maximum	200.00	0
ACH Orig Not On-US Item	32,447	0.03500	1,135.64	0
ACH Originated On-US Item	5,528	0.03500	193.48	0
ACH File Confirmation Email	306	1.25000	382.50	0
ACH Received Item	5	0.20000	1.00	0
ACH Filter Mthly Maint	1	15.00000	15.00	0
ACH Return Per Item	49	3.75000	183.75	0
ACH Notification of Change	74	3.25000	240.50	0
ACH Return/NOC Faxed	123	2.0000	246.00	0
Business Echeck Block No Maint	1	8.0000	8.00	0
ACH Item Adjustment Request	6	20.0000	120.00	0
Sp ACH Not On-US Item	11	0.15000	1.65	0
Sp ACH Process Run	10	2.00000	20.00	0
Subtotal: ACH Service			<u>2,924.13</u>	
Earnings Credit Based Service Charges			3,197.86	
Total Service Charges			<u>3,197.86</u>	

* For statements with more than one account, the per-unit pricing can vary from account to account.
information, refer to account level statements.

For detailed pricing

Calculations and Definitions

Collected Balance Required: Earnings Credit Based Service Charges OR Total Charge ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Current Month Multiplier: 1.00 ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Charge for Negative Collected Balance: Average Negative Collected Balance × Negative Collected Balance Rate × Actual Days in Month ÷ 360

Earnings Credit: Collected Balance Available for Earnings Credit Services × Earnings Credit Rate × Actual Days in Month ÷ Actual Days in Year

Average Negative Collected Balance: On a daily basis, your ending collected balance is either positive or negative. If the ending ledger balance minus any uncollected funds (float) is less than zero, then your daily ending collected balance position is negative. At the end of the month, the daily negative collected balances are combined and divided by the number of days in the statement period.

Average Positive Collected Balance: If the ending ledger balance minus any uncollected funds (float) is greater than zero, then your daily ending collected balance is positive. At the end of the month, the daily positive collected balances are combined and divided by the number of days in the statement period.

Customer Analysis Statement

Statement Period: September 20XX

Page 4 of 4

Customer Settlement Page

Monthly Balance	Oct 0X-1	Nov 0X-1	Dec 0X-1	Jan 0X	Feb 0X	Mar 0X	Apr 0X	May 0X
LEDGER BALANCE	11,984	11,558	150,003	10,333	1,459	0	0	0
LESS: FLOAT	0	0	0	0	0	0	0	0
AVG COLL BAL	11,984	11,558	150,003	10,333	1,459	0	0	0
NEG COL BAL	0	0	50,135	0	0	0	0	0
POS COL BAL	11,984	11,558	200,138	10,333	1,459	0	0	0
RESERVES	1,198	1,156	20,014	1,033	146	0	0	0
FEE BSD COL BAL	0	0	0	0	0	0	0	0
COL BAL FOR EC	10,785	10,403	180,124	9,300	1,313	0	0	0
NONINT TIME DEP	0	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0	0
COL BAL AFTR CR	10,785	10,403	180,124	9,300	1,313	0	0	0
EARN CRED RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EARNINGS CREDIT	0	0	0	0	0	0	0	0
INT PAID ON BAL	53	49	876	45	6	0	0	0
NET EARN CREDIT	0	0	0	0	0	0	0	0
EC BASED SC	3,905	2,846	3,592	3,081	2,740	3,016	2,925	3,184
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0	0
CUR MO SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CF EC SUR/DEF	0	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0	0
TOT SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CR BAL DEF FEE	0	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0	0
NET SERVICE CHG	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -

Monthly Balance	Jun 0X	Jul 0X	Aug 0X	Sep 0X	Sep 0X-1	Average	Period to Date
LEDGER BALANCE	0	0	0	0	1,011 -	15,445	1,310
LESS: FLOAT	0	0	0	0	0	0	0
AVG COLL BAL	0	0	0	0	1,011 -	15,445	1,310
NEG COL BAL	0	0	0	0	11,466	4,178	0
POS COL BAL	0	0	0	0	10,456	19,623	1,310
RESERVES	0	0	0	0	1,046	1,962	131
FEE BSD COL BAL	0	0	0	0	0	0	0
COL BAL FOR EC	0	0	0	0	9,410	17,660	1,179
NONINT TIME DEP	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0
COL BAL AFTR CR	0	0	0	0	9,410	17,660	1,179
EARN CRED RATE	00.00%	00.00%	00.00%	00.00%	00.00%	00.00%	00.00%
EARNINGS CREDIT	0	0	0	0	0	0	0
INT PAID ON BAL	0	0	0	0	44	86	6
NET EARN CREDIT	0	0	0	0	0	0	0
EC BASED SC	2,969	2,911	3,466	3,198	4,788	3,153	3,054
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0
CUR MO SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CF EC SUR/DEF	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0
TOT SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CR BAL DEF FEE	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0
NET SERVICE CHG	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -

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PREMIUM BUSINESS CHECKING

Member FDIC

Account Number 1-234-5678-9012

U.S. Bank National Association

Account Summary

Beginning Balance on Oct. 2	\$ 0.00
Checks Paid	\$ 8,195.69-
Ending Balance on Oct. 31, 200X	\$ 0.00

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1004	Oct. 6	6240727746	200.00	1017	Oct. 6	6240727756	75.00
1005	Oct. 6	6240727747	500.00	1018	Oct. 6	6240727757	389.66
1006	Oct. 6	6240727748	1,000.00	1019	Oct. 6	6240727758	112.66
1007	Oct. 6	6240727749	153.23	1020	Oct. 6	6240727759	389.66
1008	Oct. 6	6240727750	75.89	1021	Oct. 6	6240727760	125.00
1009	Oct. 6	6240727751	60.00	1022	Oct. 6	6240727761	3,258.92
1010	Oct. 6	6240727752	125.00	1023	Oct. 6	6240727762	77.32
1013*	Oct. 6	6240727753	125.00	1024	Oct. 6	6240727763	29.48
1014	Oct. 6	6240727765	34.50	1025	Oct. 6	6240727764	248.55
1015	Oct. 6	6240727754	750.00	1026	Oct. 6	6240727766	140.00
1016	Oct. 6	6240727755	95.00	1027	Oct. 6	6240727767	230.82

* Gap in check sequence

Conventional Checks Paid (22) \$ -8,195.69-

Balance Summary

Date	Ending Balance
Oct. 6	8,195.69-

Balances only appear for days reflecting change.

Outstanding Deposits

DATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Check Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ _____
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ _____
5. Total lines 3 and 4. \$ _____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ _____
7. Subtract line 6 from line 5. This is your balance. \$ _____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**In Case of Errors or Questions About Your Checking, Savings, ATM, Check Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank P.O. Box 64991 St. Paul, MN 55164-9505.

- ▶ Tell us your name and account number.
- ▶ List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- ▶ Tell us the dollar amount of the suspected error.

We will tell you all the results of our investigation within 10 business days and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. In that case, we will provisionally credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For transfers initiated outside the United States or transfers resulting from point of sale debit card transactions, the time period for provisional credit is 10 business days and the time to resolve the investigation is 90 days.

*Please note: Paper draft and paper check claims must be disputed within 30 days.

CONSUMER BILLING RIGHTS SUMMARY In Case of Errors or Questions About Your Credit Card or Line of Credit Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at the address shown on your credit card or line of credit statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, provide us the following information:

- ▶ Your name and account number.
- ▶ The dollar amount of the suspected error.
- ▶ Date the transaction occurred.
- ▶ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of the goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

RESERVE LINE

Reserve Line Average Daily Balance Calculation: To calculate average daily balance, we take the beginning balance of your account each day, add any new advances, and subtract any payments, credits and unpaid finance charges. This gives us a daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This is your average daily balance. The ***FINANCE CHARGE*** begins from the date of each advance.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

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XXXXXXXXXXXXXXXXXXXX , XX 99999-9999

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 2 of 4

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

Member FDIC

Account Number 1-234-5678-9012

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1004

DATE Aug 1, 200X

PAY TO THE ORDER OF Leasing Company \$ 200.00

Two hundred and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1004 Oct. 6 200.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1008

DATE Aug 1, 200X

PAY TO THE ORDER OF Office Supplies \$ 75.89

Seventy-Five and 89/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1008 Oct. 6 75.89

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1005

DATE Aug 1, 200X

PAY TO THE ORDER OF Rent \$ 500.00

Five hundred and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1005 Oct. 6 500.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1009

DATE Aug 8, 200X

PAY TO THE ORDER OF Shipping Company \$ 60.00

Sixty and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1009 Oct. 6 60.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1006

DATE Aug 1, 200X

PAY TO THE ORDER OF Advertising Agency \$ 1,000.00

One thousand and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1006 Oct. 6 1,000.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1010

DATE Aug 8, 200X

PAY TO THE ORDER OF Equipment Repair \$ 125.00

One hundred twenty five and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1010 Oct. 6 125.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1007

DATE Aug 1, 200X

PAY TO THE ORDER OF Computer Store \$ 153.23

One hundred fifty three and 23/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1007 Oct. 6 153.23

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1013

DATE Aug 8, 200X

PAY TO THE ORDER OF Lawn Maintenance \$ 125.00

One hundred twenty five and no/100

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1013* Oct. 6 125.00

* Gap in check sequence

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XXXXXXXXXXXXXXXXXXXX , XX 99999-9999

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 3 of 4

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

(CONTINUED)

Account Number 1-234-5678-9012

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1014

DATE Aug 10, 200X

PAY TO THE ORDER OF Newspaper \$ 34.50

Thirty four and 50/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1014 Oct. 6 34.50

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1020

DATE Aug 21, 200X

PAY TO THE ORDER OF Utility Bill \$ 389.66

Three hundred eighty nine and 66/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1018 Oct. 6 389.66

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1015

DATE Aug 8, 200X

PAY TO THE ORDER OF John Smith \$ 750.00

Seven hundred fifty and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1015 Oct. 6 750.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1019

DATE Aug 18, 200X

PAY TO THE ORDER OF Cellular Phone \$ 112.66

One hundred twelve and 66/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1019 Oct. 6 112.66

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1016

DATE Aug 10, 200X

PAY TO THE ORDER OF Business Development \$ 95.00

Ninety-five and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1016 Oct. 6 95.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1020

DATE Aug 21, 200X

PAY TO THE ORDER OF Utility Bill \$ 389.66

Three hundred eighty nine and 66/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1020 Oct. 6 389.66

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1017

DATE Aug 12, 200X

PAY TO THE ORDER OF Chamber Dues \$ 75.00

Seventy-five and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1017 Oct. 6 75.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX

1021

DATE Aug 21, 200X

PAY TO THE ORDER OF Equipment Repair \$ 125.00

One hundred twenty five and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1021 Oct. 6 125.00

* Gap in check sequence

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XXXXXXXXXXXXXXXXXXXX , XX 99999-9999

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 4 of 4

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

(CONTINUED)

Account Number 1-234-5678-9012

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1022

DATE Aug 22, 200X 13/09/0.00

PAY TO THE ORDER OF Materials \$ 3,258.92

Three thousand two hundred fifty-eight and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1022 Oct. 6 3,258.92

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1025

DATE Aug 23, 200X 13/09/0.00

PAY TO THE ORDER OF Caterer \$ 248.55

Two hundred forty eight and 55/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1025 Oct. 6 248.55

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1023

DATE Aug 22, 200X 13/09/0.00

PAY TO THE ORDER OF Office Supplies \$ 77.32

Seventy-seven and 32/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1023 Oct. 6 77.32

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1026

DATE Aug 24, 200X 13/09/0.00

PAY TO THE ORDER OF Seminar \$ 140.00

One hundred forty and no/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1026 Oct. 6 140.00

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1024

DATE Aug 22, 200X 13/09/0.00

PAY TO THE ORDER OF Gas Station \$ 29.48

Twenty nine and 48/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1024 Oct. 6 29.48

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX 1027

DATE Aug 25, 200X 13/09/0.00

PAY TO THE ORDER OF Equipment Supplies \$ 230.82

Two hundred thirty and 82/100 ----- DOLLARS

usbank

Person A. Person, President

⑆0000001008⑆ ⑆091000022⑆ 000000000000⑆ ⑆0000007589⑆

1027 Oct. 6 389.66

* Gap in check sequence

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Government Banking Division
5th Floor (PD-OR-T5GB)
111 SW Fifth Avenue, Suite 550
Portland, OR 97204
(503) 275-3204 direct
(503) 275-7565 fax

July 16, 2012 Updated on August 28, 2012

Town of Paradise
5555 Skyway
Paradise, CA 95969

Attn: Gina Will, Finance Director
gwill@townofparadise.com

U.S. Bank National Association ("U.S. Bank") is pleased to consider your request to provide financing to the Town of Paradise ("Town"). A summary of some of the terms U.S. Bank is considering for this financing package is as follows:

**Re: Up to \$2,345,000.00
Town of Paradise
Tax and Revenue Anticipation Note ("TRAN")**

The TRAN to the Town of Paradise is for the payment of operating expenditures prior to the receipt of tax revenues as permitted under California Government Code Section 53850-53858.

Fixed Rate Financing:

Amount: Maximum: \$2,345,000.00
Length: Term: 44 9 months (final maturity of 6/30/13)
Interest Rate:

Relationship Based Rate: Should the Town agree to move its Banking Services business to U.S. Bank the Relationship Based Rate would apply: A fixed-rate of ~~4.33%~~ 1.30% Bank Qualified Tax Exempt, such rate to expire on ~~July 30, 2012~~ September 12, 2012, such rate to be adjusted as of the date of funding so as to maintain the same margin over U.S. Bank's cost of funds as that which is included in the above indicated rate. Accrual to be on a 30/360 day basis. This rate assumes that the Town and legal counsel will designate the Financing as tax-exempt (bank qualified) under existing federal tax regulations.

Stand-alone Transaction Based Rate: Should the Town not move its Banking Services Business to U.S. Bank the Stand-alone Transaction Based Rate would apply: A fixed-rate of ~~2.33%~~ 2.30% Bank Qualified Tax Exempt, such rate to expire on ~~July 30, 2012~~ September 12, 2012, such rate to be adjusted as of the date of funding so as to maintain the same margin over U.S. Bank's cost of funds as that which is included in the above indicated rate. Accrual to be on a 30/360 day basis. This rate assumes that the Town and legal counsel will designate the Financing as tax-exempt (bank qualified) under existing federal tax regulations.

Fee: An origination fee of \$2,345 or 0.01% will be due at closing and will be deducted from the proceeds of the TRAN.

Payments: The Interest Rate, above, assumes interest and principal paid at maturity of the note.



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Prepayments: The Financing under the proposed Interest Rate may be prepaid prior to the stated maturity date.

Default Rate: U.S. Bank's proposed interest rates shall increase by 300 basis points.

Security: The TRAN will be a general obligation of the Town of Paradise. U.S. Bank will not take a subordinated lien position to any other financing. The TRAN will be secured by a pledge of the Full Faith and Credit of the Town of Paradise and not subject to annual appropriation.

Costs: Various costs, expenses and fees, relating to due diligence and the TRAN documentation, including all legal fees and expenses, are the responsibility of the Town. U.S. Bank may require separate legal counsel ("Bank Counsel") to work with the Town's bond counsel ("Bond Counsel") in structuring the documents in accordance with U.S. Bank policies. Bank Counsel will have a significant influence on the structure of the TRAN as well as TRAN documents. U.S. Bank currently anticipates not requiring separate Bank Counsel.

Covenant: Documentation will include standard covenants, including events of default language, regarding maintenance of business operations, adequate insurance coverage, agreement to take all actions necessary to preserve tax-exempt status of the obligation, and to collect fees, taxes and other revenues in an amount sufficient to meet all the Town's obligations, including debt service on this obligation.

Documentation: Documentation for the transaction will be provided by nationally recognized bond counsel of the District's choice at the cost of the Town. Documentation will include an appropriate authorizing resolution or ordinance, 8038 filing, revenue anticipation note, and counsel opinion that the TRAN is a legal, valid, binding, enforceable and properly authorized obligation of the Town of Paradise. In addition, documentation will require the California Judicial Reference Agreement between the Town and U.S. Bank. The Town will designate the TRAN as a "tax-exempt, bank qualified obligation" under section 265(b) of the Internal Revenue Code of 1986, as amended, for investment by financial institutions.

Other: The County will covenant to automatically provide the Government Banking Division of U.S. Bank with copies of its annual, audited financial statements within 270 days of the end of each fiscal year for the duration of the TRAN.

U.S. Bank's continued involvement with this financing is predicated upon U.S. Bank obtaining credit approval of the various terms, conditions, and creditworthiness of the Town. The credit approval process includes the mandatory analysis of the Town's most recent three years of audited financial statements. The Bank is in possession of the Town's Fiscal Year End Reports for 2009, 2010 and 2011.

This Letter of Interest automatically expires 14 business days from ~~Monday, July 16, 2016~~ **Tuesday, August 28, 2012.**

As we obtain more information, additional substantive conditions will be required and terms may be changed or be supplemented. In addition, upon completion of our analysis and due diligence and if we obtain credit approval of this proposal, recognized bond counsel, at the Town's expense, will prepare loan documentation which will include terms and conditions customary to U.S. Bank, as well as warranties and covenants specific to this transaction.

To that end, this letter is an expression of interest only, and it is not a contract, commitment nor intent to be bound. U.S. Bank does not intend that this letter or discussions relative to the terms of this letter create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by U.S. Bank.

Thank you for discussing your financing needs with U.S. Bank. Should you wish us to continue to consider your credit request, you will be responsible for all of U.S. Bank's out-of-pocket expenses related to this financing request. We look forward to the opportunity to consider your credit request.



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If you have any questions regarding this letter, please contact me at (503) 275-3204 or email zoeann.liggett@usbank.com or you may contact Lisa Trombley at (530) 893-6710, email lisa.trombley@usbank.com.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

Zoe Ann Liggett

Zoe Ann Liggett
Debt Finance Associate
Government Banking Division

Banking Services Proposal

Town of Paradise

Monday, July 16, 2012

Dennis Loo

Vice President

Relationship Manager Government Banking

(916) 678-3716

Dennis.loo@wellsfargo.com

Christopher Brown

Relationship Manager Government Banking

(916) 788-4727

christopher.b.brown@wellsfargo.com



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Tab 2 – Transmittal Letter

July 16, 2012

Gina Will
Town of Paradise
5555 Skyway
Paradise, CA 95969

RE: Proposal For Banking Services

Dear Ms. Will:

Having had the opportunity to work alongside the Town of Paradise for the last three years, it brings me great pleasure to present the following response to the Request for Proposal. During our previous contract term, Wells Fargo's Government Banking team has enjoyed being in a position to help streamline, maintain and enhance the financial successes of the Town and seeks to further that relationship through the following:

- *Continue our banking relationship with the Town of Paradise under government-specific management*
- *Minimize existing costs*
- *Introduce valuable service options for the Town of Paradise*

Wells Fargo provides banking services from the public specific perspective. We work proactively with our clients and use our industry expertise to provide municipal and public specific solution channels under our flag to assist all of our clients. Additionally, new lines of service have been introduced and made available, only scratching the surface in the first few years of our relationship. Some of those new services are:

- *Wells Fargo Insurance Services*
- *Wells Capital Management (CalTRUST)*
- *Custom built fraud protection tools*

On behalf of the entire Wells Fargo team, we look forward to continuing our successful relationship with the Town of Paradise.

Sincerely,



Christopher Brown
Government Banking Relationship Manager
Wells Fargo Bank, N.A.
1512 Eureka Blvd. Suite 200
Roseville, CA 95661
(916) 788-4727 phone
(916) 730-5625 cell

Tab 3 – Bank Staff and Profile

- a. Describe the bank's experience in providing similar services. Summarize the services provided for no more than two of the bank's most comparable customers. It is preferable that one of the comparable customers be a municipal agency. Include a brief description of the services provided, how long such services have been provided and a contact person for each client described.

The Town of Paradise's banking relationship will continue to be housed and managed under the care of the Northern California Government Banking Team.

The Government Banking Division at Wells Fargo Bank is a team of seasoned professionals dedicated exclusively to serving the unique banking needs of the public sector. We draw on the Bank's vast resources to deliver state-of-the-art banking products and we are committed to serving our government entities, their employees, and the communities in which they live, through a complete range of products and personalized service. We are proud to have over 450 valued clients, made up of counties, cities and various special districts throughout California. Wells Fargo is very familiar with and in full compliance with all requirements of the California Government Code for public funds. Wells Fargo's Public Funds Administration team will monitor your collected balances each day, and will pledge collateral as necessary to the California Local Agency Pool. California Government Code specifies that all local agency deposits in excess of the deposits covered by FDIC insurance must be collateralized by the depository bank. The Government Code also requires that the Bank report total deposits with the related collateral for each pool to the Administrator of Local Agency Security weekly as of every Wednesday. At quarter-end, the Bank reports the aggregate balance for each individual local agency and the related pool directly, as well.

Wells Fargo is happy to provide continued public specific financial services to the Town of Paradise for the duration of our next contract as well as a standing offer to connect the Town of Paradise with several of its municipal peers under our management.

- b. Identify the key personnel or department group assigned to the Town's account. Describe the role and responsibility of each person or group.

	<p>Chris Brown Government & Not for Profit Relationship Manager</p> <p>Christopher.b.brown@wellsfargo.com (916) 788-4727</p> <p>1512 Eureka Road Suite 200 Roseville, CA</p> <p>Territory: Northern California</p>	<p>Chris utilizes previous employment experience with the Department of Water Resources to provide direct government service and perspective. Chris is also an active member of the Board of Directors for the Folsom Lake College Foundation in El Dorado. He received his BA from Cal State Sacramento.</p> <p>Chris is active with the California Special Districts Association (CSDA) and the Fire Districts Association of California (FDAC).</p>
	<p>Marty Sharp Manager of Government & Not for Profit Banking Division</p> <p>marty.sharp@wellsfargo.com (415)357-6626 (877)302-0079 fax</p> <p>525 Market Street 5th Floor San Francisco, CA, 94105</p>	<p>With over 18 years of experience working with complex and specialized industries, Marty leads the Government & Not for Profit team in California for Community Banking. Having worked with hundreds of cities, counties, schools, special districts and other public agencies he has a deep understanding of the challenges that public entities face and in finding solutions that create greater efficiencies.</p> <p>Marty is a Certified Treasury Professional (CTP) and has a Bachelor's Degree from Black Hills State University (South Dakota). He is also a member of the California Municipal Treasurers Association (CMTA) and the California Special Districts Association (CSDA).</p>
	<p>Lyssa Flaherty Business Service Specialist Team Lead</p> <p>Lyssa.flaherty@wellsfargo.com 866-635-3188</p>	<p>Lyssa began her banking career in 2006 and is a tremendous resource for all Bank Operations needs. She your representative for day-to-day customer service and acts as a liaison between you and various operations centers to resolve issues and request information quickly. Lyssa is a graduate of National University and is an active volunteer in several San Diego County organizations and dog rescues.</p>
	<p>Dennis Loo Government & Not for Profit Relationship Manager</p> <p>Dennis.loo@wellsfargo.com (530) 574-5750</p> <p>1510 Arden Way, 3rd Floor Sacramento, CA 95815</p>	<p>Dennis has been with Wells Fargo for over 6 years and is responsible for the day-to-day management of a portfolio of public entity clients in Northern and Central California. Dennis specializes in placing value on high touch, dedicated service to his clients. Dennis graduated from St. Mary's College with a BS in Communication and his MBA from the University of Phoenix. Dennis is also a Board Member of CASA of Placer County.</p>

Vickie Perez, Service Manager/Assistant Vice President

530-872-0813

Vickie is your primary contact at the Paradise Branch. All of the in-store tellers report to Vickie. Vickie Perez started with the Bank of Paradise in 1985, which became Wells Fargo in 1989. Vickie has held many positions including Operations Mgr., Premier Banker, Manager and currently Customer Service Manager. Vickie has been a Girl Scout leader for 13 years, Trustee with Feather River Health Foundation for 13 years, Rotarian for 9 years and serving as President of the club 2006/2007. Vickie's daughter Jordan has attended Paradise schools all her life and is currently a Senior a PHS and will represent her class as valedictorian this year.

- c. Exceptions. List any services required by the Town that are not included in the bank's proposal.

There are no exceptions to the required services.

Tab 4 – Balance Reporting

Describe the electronic media and process by which the Town would have access to daily transaction and balance information.

Commercial Electronic Office Basic Banking

Providing you with unrivaled flexibility, efficiency, and state-of-the-art Internet banking services—Wells Fargo Basic Banking, your one-stop shop for all your treasury management needs Basic Banking—available through the award-winning *Commercial Electronic Office*® (CEO®) portal and industry-leading *CEO Mobile*® service—provides your company with straightforward, detailed information about your treasury accounts, along with the ability to control account access among multiple users. By delivering easy access to the information your business needs, Basic Banking offers you an efficient way to make timely financial decisions without the complexities of traditional treasury information reporting services.

Treasury Information Reporting Service

End tedious searches for information, the hassle of compiling data from disparate systems, and the frustration created by making decisions without accurate, current information. With Wells Fargo Treasury Information Reporting service, you access comprehensive account balance, summary, and detailed transaction data – for domestic and international treasury activity – right from your desktop. When you're in the office, on the road, or anytime, anywhere that you need critical business information, all it takes is a PC with standard Internet connection and enrollment in Wells Fargo's award-winning *Commercial Electronic Office*® (CEO®) portal.

Tab 5 – Monthly Account Statements

Describe the process and method of data transmission by which the bank would transmit monthly transaction and balance information for all of the Town's accounts.

Electronic Bank Statement

Save time and reduce paper handling—Receive your bank statement data electronically

Wells Fargo's electronic delivery of bank statements offers:

- Rapid information delivery
- Various transmission protocols
- ERP and treasury workstation compatibility
- Improved security and reduced paper handling
- Potential cost reductions

System and processing requirements include:

- An ability to receive and translate the Cycled BAI Version 2 file format and standard BAI type codes
- Access to systems and programming staff with BAI knowledge

DDA Cycled Statement Report

Receive timely information about the items posting to your Wells Fargo, non-Wells Fargo, and international bank accounts.

- Customize your online access to your checking account activity - available the day following your statement cycle
- View images of your check transactions and statements from previous cycles
- Download your electronic statement information to your accounting system or to a spreadsheet

Client Analysis Statement

- Available through a variety of channels, including an electronic mailbox or value added network (VAN), via e-mail, or through the Internet using our Commercial Electronic Office[®] (CEO[®]) business portal.
- You can also download statements in PDF, spreadsheet, or CSV formats
- Wells Fargo encourages our customers to "Go Green." As an alternative to paper, our customers can access their account analysis statement in human-readable PDF format through the Commercial Electronic Office[®] (CEO[®]) portal. The advantage of this method over paper is that you can easily store statements on an internal system or on CD-ROM

Tab 6 – Electronic Money Transfers

Describe the electronic money transfer services offered by the bank.

ACH (Automated Clearing House)

Wells Fargo's Automated Clearing House (ACH) services enable you to initiate or receive any ACH electronic payment type authorized by the National Automated Clearing House Association (NACHA). With Wells Fargo ACH, you can: deposit employees' wages directly to their checking accounts, make state tax payments, book transfers and vendor payments, and execute other debit and credit transactions quickly and conveniently.

Use electronic ACH transactions to replace a variety of time-consuming, repetitive treasury functions. You'll benefit from improved cash flow, decreased fraud risk, a convenient, streamlined workflow, and reduced processing costs.

Wells Fargo serves 13 countries and offers four ACH delivery channels, including direct origination and exclusive ACH payment initiation via the Internet. The proprietary Wells Fargo ACH system can process up to six million items per hour, and transmit files 24 hours a day, seven days a week, so there's never an issue of capacity or delays. Improve your financial efficiency by automating your accounts receivables and payables with Wells Fargo ACH services.

Wire Transfer Service

The Wells Fargo Wire Transfer service lets you quickly and easily move funds between accounts, across the country, or around the world. The Wells Fargo Wire Transfer service offers the best option for companies who need to initiate or settle time-sensitive payments, or securely move high-dollar transactions.

The Wells Fargo Wire Transfer service handles more than 500,000 wires daily, with no queuing or waiting, and operates with superior availability. With a network of 5,000 correspondent banks worldwide, your transaction costs are low and your wires reach their ultimate beneficiaries fast. For regular users, access comprehensive online reports and features to easily manage incoming and outbound transactions.

Initiate wires in one of several convenient electronic methods: via the Wells Fargo *Commercial Electronic Office*[®] (CEO[®]) Wire Transfer Internet access, with SWIFT (Society of Worldwide Interbank Financial Telecommunications) messages, through the Wells Fargo *Payment Manager*[®] service, or set up Standing Transfer Orders for repeat payments. If you prefer traditional channels, initiate wires by speaking with trained operators, using a touch-tone telephone, or in-person at any Wells Fargo store. Use domestic wires to send funds from a Wells Fargo account to other U.S. financial institutions. With international wires, transfer funds in U.S. dollars or foreign currencies to accounts at banks worldwide, in more than 90 currencies, including those of emerging markets.

Tab 7 – Payroll Direct Deposits

Describe the process and method of data transmission by which the bank would receive data from the Town for payroll direct deposit.

Step 1: ACH service setup

When you sign up for Wells Fargo's ACH Direct Deposit of Payroll service, Wells Fargo becomes the Originating Depository Financial Institution (ODFI) for your ACH transactions. When you're first set up, you select your ACH service options, establish company contacts, set communication guidelines, and deliver a test file. If you are working with a third-party processor for payroll, the processor handles the communication and testing arrangements.

Step 2: Obtain authorization from your employees

For employees that want direct deposit of their paychecks, obtain their authorization to initiate credit entries automatically to their accounts each pay period.

Step 3: Create and send an ACH File

You create an ACH file through our Internet ACH program or a NACHA formatted file through your accounting system. The file contains all information for each transaction, including the amount each employee receives, the Receiving Depository Financial Institution (RDFI) and account number to forward it to, and so on. When the file is ready, you can upload and transmit it to Wells Fargo using our ACH Payments service. You may also transmit files created within the ACH Payments program. You also have the option of sending a pre-notification transaction (commonly called a pre-note) to verify that transaction information is correct. A pre-note is a zero-dollar payment used to confirm transaction information prior to the first dollar payment.

Step 4: Wells Fargo verifies and stores your file

When your file is received, Wells Fargo passes it through a variety of checks to help guard against fraud, authenticate the senders, and verify the information for proper format and completeness.

Step 5: The file is processed through the ACH system

Wells Fargo extracts and retains transactions to be deposited to Wells Fargo accounts and transmits the remaining transactions to the ACH Operator. The ACH Operator distributes the entries to the appropriate RDFIs for posting. Each RDFI validates the entries it receives, posts entries to the depositors' accounts, and generates periodic statements.

Tab 8 – Payroll Tax Processing

Describe the services available from the bank to accommodate the Town's payment and reporting of payroll taxes.

WellsTAX® Service

Make tax payments anytime, anywhere, with the *WellsTAX* service—just sign on to the award-winning Wells Fargo *Commercial Electronic Office*® (*CEO*®) portal, or use our *WellsTAX* software or a touch-tone telephone to conveniently pay federal, state, and local tax payments.

The *WellsTAX* service reduces paperwork, helps ensure accuracy, and provides increased security. Eliminate the hassle of handling paperwork traditionally associated with tax payments, when you make payments through the *CEO* portal, PC software, or by touch-tone telephone. Whichever method you use, you will be able to confirm your payment, with the opportunity to make corrections, before the final payment is submitted.

The WellsTAX service provides the Town with an efficient, convenient way to pay federal, state, and local taxes

- Choose from more than 1,000 different tax payment options, covering virtually every kind of tax, including:
 - Income tax
 - Withholding tax
 - Sales tax
 - California EDD
 - Numerous excise and franchise taxes
- Authorize access by user; you'll be assigned a unique *WellsTAX* access code and PIN that is linked to your designated Wells Fargo checking account and tax identification number
- Confirm your payment before it is final, with the opportunity to make corrections before the final payment is submitted
- Save hours by using the convenient batch upload feature available with the *WellsTAX* software—just a few mouse clicks, and you're done

Tab 9 – Credit Card Processing

Describe the electronic system(s) available to the Town for processing credit card transactions.

Wells Fargo Merchant Solutions

- Use Wells Fargo's Merchant Solutions to accept retail and online credit card, debit card, and check payments. Enjoy **next day** funding by utilizing Wells Fargo as both the processor and merchant provider.
- U.S. and international currencies are accepted with both credit and debit cards

For retail point-of-sale transactions:

- Accept, authorize, and settle credit and debit card transactions – and even checks – using the latest technology to speed customer service and satisfaction
- With electronic check acceptance, paper checks drawn on a domestic financial institution in U.S. dollars are converted to electronic transactions at the point-of-sale; this automates your retail payment and speeds the delivery of return item information
- Consolidate your online business to profit from the opportunity, reduce complexity, and manage the risk of online payment processing
- With the *Wells Fargo Payment Gateway*SM service, you gain access to a secure and highly available processing environment, a single source for multiple payment options, flexible and industry leading transaction risk and fraud management tools, and a selection of report and reconciliation services

Wells Fargo Bank can save the Town of Paradise an additional \$450 annually in statement costs by converting to our new online statements process!

As of August 1, 2012, Wells Fargo's government banking team has also reduced the Town's Processing rates on all four of its merchant services accounts. For existing rates prior to August 1, 2012 please refer to your merchant statement.

Tab 10 – Interest Allowance/Earnings

Describe the methodology that would be used to give interest earnings to the Town for bank balances in excess of required compensating balances. Provide the proposed formula to calculate interest earnings. All interest earnings for any bank account shall be credited to that account on a monthly basis.

Positive Collected funds balances, when they occur in the accounts, may be utilized to offset bank service charges for the month. The Earnings Credit Rate (ECR) Index for our customers is calculated monthly. In some cases, the index may be adjusted during the month in response to market changes.

The ECR Index is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The Reserve Requirement, if any, is deducted before the earnings allowance calculation. Currently Wells Fargo Bank does not utilize a reserve requirement.

The Earnings Credit Rate (ECR) Index for our wholesale banking customers is calculated monthly. In some cases, the index may be adjusted during the month in response to market changes. The formula is as follows:

Earnings Allowance = Investable Balance x Earning Credit Rate x Calendar Days in Month / 365 (366)

Balances in excess of the compensating balances can be placed in an investment sweep or high yield savings account. Investment Sweep interest is calculated on a daily basis and can be credited daily or monthly. Savings account interest is calculated on collected funds daily and is credited at month end.

Tab 11 – Overdraft and Line of Credit

Describe the bank's Overdraft Protection and Line of Credit or similar appropriate credit structure that would be available to the Town.

- Wells Fargo Bank has Lines of Credit which can be utilized for Overdraft Protection and can carry competitive interest rates.
- Credit Cards include an optional reward point program.

Upon acceptance of subject proposal, Wells Fargo will formally move forward with the Line of Credit application. Wells Fargo will contact Gina Will to discuss the next steps.

Tab 12 – Pricing

Describe the pricing for services and supplies that the bank proposes. The bank should provide a complete listing of all hard dollar costs for services. Proposals should reflect two options: (one) utilizing hard dollar costs and (two) utilizing compensating balance. An additional option may be proposed utilizing a combination thereof. Include a pro forma detailed monthly Describe billing statement as part of this section. (*Pricing schedules and billing statements are not included as part of the page maximum for this section*). Indicate if the bank will cap or propose a flat monthly service fee based on information provided by the Town in this RFP. Pricing must include all three General Accounts, as well as other limited activity accounts that may be required by the Town during the term of the agreement.

Wells Fargo will continue to manage Town of Paradise's account relationship in a fully collateralized public funds analyzed business checking account. Upon contract renewal, Wells Fargo's Government Banking Group has raised the Earnings Credit Rate and adjust pricing to reflect the following changes:

The hard dollar cost would be **\$0** which is the total amount of all fees. This takes into account a 3 month projected account balance as taken from the Town's activity and deposit history with Wells Fargo.

Compensation on this balance basis would eliminate all fees providing the balance history is consistent. This is listed as **Balance Required To Offset Services. Detailed breakdowns can be found at the end of this proposal response.**

The **Estimated Net Position** as denoted in the detailed price schedule may vary each month depending on the volume of activity, the earnings credit rate or the collected balances held in the checking account(s).

Services included in this breakdown are a reflection of the Town's current services listings. Services include, but are not limited to: Commercial Electronic Office based Basic Banking, Remote Deposit Capture, ACH check conversion (Smart Decisioning), ACH services and online wire initiation.

****Pricing is presented in two ways. 1) Per RFP request (Standard) 2) The Town's existing services and balances taken from actual averages including earnings credit rate increase if renewed. Detailed breakdowns can be located at the rear of this proposal response.***

Tab 13 – Pricing Adjustments

Prices are to remain constant for the three years of the contract. (If the bank's proposed pricing is based on the activity levels of the Town's accounts, the basis for determining the pricing must remain constant for these years of the contract.) For subsequent years, indicate what process the bank proposes for price increases, if any. Bank may propose an annual adjustment to prices either on a fixed percentage basis or on a variable percentage based on the increase in a nationally recognized index. Indicate if there is maximum percentage increase applicable.

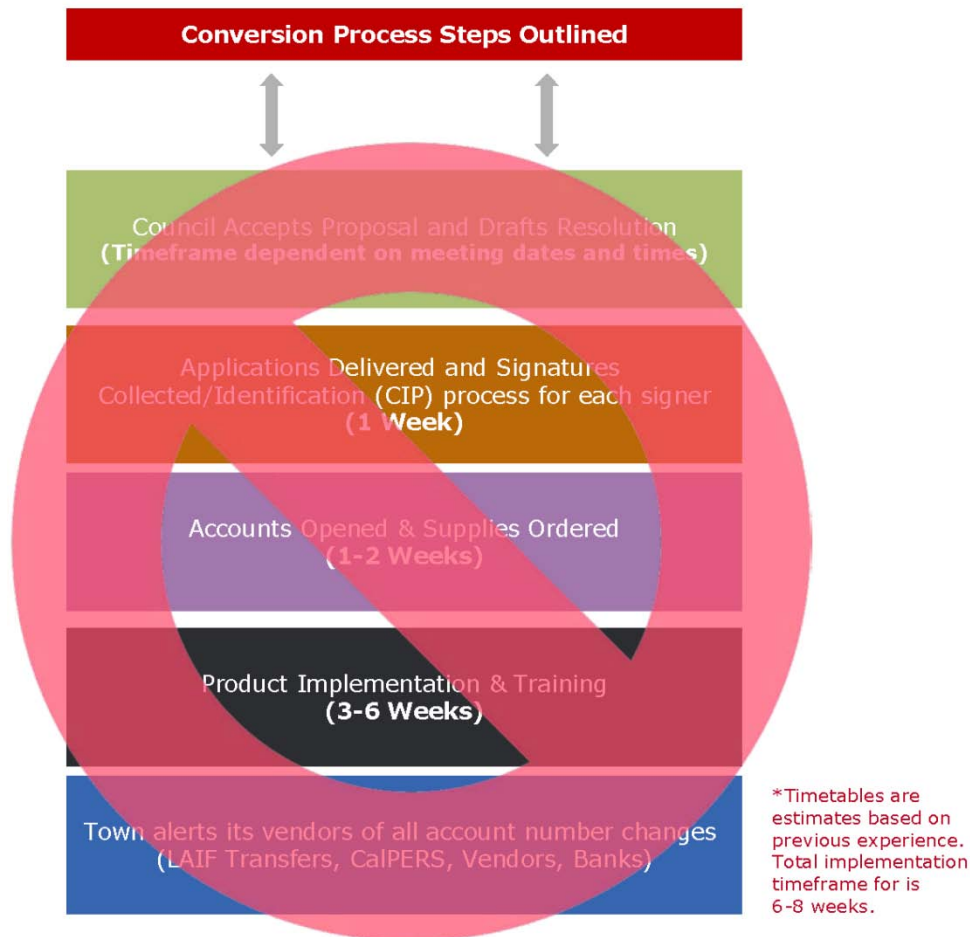
Contractual Arrangements

As part of any contract, which is subject to approval by Bank's legal counsel, the Bank will provide banking services under any agreed upon terms and conditions throughout the contract period, with pricing reviewed annually. The proposed terms and pricing are good for a period of 120 days after submission. If at the end of 120 days Town of Paradise has not accepted the Bank's bid, then the terms and pricing can be subject to change. The pricing arrangements described in this letter are subject to the rights of the Bank and the customer, including but not limited to the rights of the Bank and customer to terminate or modify the agreement. **THE INITIAL PRICING PERIOD WILL EXTEND FOR 3 YEARS FROM THE DATE OF ANY AGREEMENT.** At the end of the initial pricing period the pricing for bank services will be renegotiated and subject to mutual agreement of Town of Paradise.

Tab 14 – Conversion Plan

If applicable. Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider. Indicate what direct costs the Town would be responsible for in the conversion. Indicate what conversion costs, if any, would be absorbed by the bank as start up costs. The current provider should discuss any issues that may be different from the existing services. Also, discuss the training program for Town staff that the bank would provide, if any.

The Town of Paradise can enjoy all the advantages of being an existing customer by avoiding the need for any conversion of existing accounts. Timeframes for implementations in the Public Sector can range anywhere from 30-90 days and in some cases longer. Costs can be extensive when taking into account staff time, materials and supplies, or council meetings for approvals and training. The Town of Paradise will enjoy no setup charges, licensing agreements, equipment (scanners) charges or software costs.



Tab 15 – Service Enhancements

Based on the bank's understanding of the Town's banking needs and goals, describe any enhancements, technological or otherwise, that the Town should consider to improve operational or cash management efficiencies.

CalTRUST

WellsCap serves as the Investment Advisor for CalTRUST, which is a joint powers authority co-sponsored by the League of California Cities, the California State Association of Counties (CSAC), the California Special Districts Association (CSDA), and the Community College League of California. CalTRUST was created to provide public agencies with a convenient and cost-effective means of pooling their assets for investment. Participation in CalTRUST is open to any California local agency (city, county, special district, community college district) as well as non-profit corporations whose membership is confined to public agencies or public officials. As of June 30, 2012, CalTRUST had more than one hundred (100) participating local agencies, and more than \$1.1 billion in public funds invested.

The CalTRUST funds conform to all of the diversification, credit quality and concentration limits of Section 53601 of the California Government Code; consequently, California statute permits local agencies to invest up to 100% of their assets into the CalTrust funds.

Wells Fargo Insurance Services

Wells Fargo Insurance Services, Inc., headquartered in Chicago, Ill., is the fourth largest insurance brokerage firm in the world, according to Business Insurance magazine, and the largest bank-affiliated insurance brokerage firm in the United States. We provide a full range of insurance brokerage, risk management and administrative services, as well as a wide range of financial and consulting services to thousands of satisfied customers. Wells Fargo Insurance Services is a division of Wells Fargo & Company (NYSE: WFC), a diversified financial services company with \$1.3 trillion in assets, providing banking, insurance, investments, mortgage and consumer finance through more than 10,000 stores and 12,000 ATMs and the internet (wellsfargo.com) across North America and internationally.

We offer a remarkable selection of products and services combined with exceptional knowledge in a variety of industries, including property, casualty, benefits, international, personal lines, and life products to provide coverages that satisfy your needs today and in the future. We are set apart from our competitors because we have the backing of one of the world's premier financial organizations, Wells Fargo Bank. We have access to unparalleled resources and financial strength that benefit our customers and members. Our centralized corporate structure gives us the control which is essential to manage a global operation effectively. We provide our customers with an unsurpassed combination of global and local advice and assistance. Due to the size of Wells Fargo, our team has the fortunate ability to access over 2,200 markets and 35 wholesalers.

WellsOne® Commercial Card

The WellsOne Commercial Card offers a total expense management solution that puts you in control of employee spending, better equips purchasing staff to negotiate with vendors, offers greater convenience to employees for business travel needs, and reduces the costs and time associated with managing disbursement expenses. Use this one efficient commercial card in place of credit, debit, or check transactions, and process everything from travel and entertainment charges to supplies and fleet expenditures.

The WellsOne Commercial Card lets you easily analyze and manage vendor payments. It reduces the time spent processing paper invoices, generating purchase orders, or creating reports – activities that the 2007 RPMG Benchmark Study estimate cost an average of over \$69 per transaction. With the WellsOne Commercial Card, Wells Fargo electronically transmits your employees' transactions directly to the Wells Fargo proprietary reporting solutions. Cardholders have convenient 24 hours a day, seven days a week access for statement reconciliation. Your senior management and treasury staff enjoy easy access to detailed reporting, with the ability to create up to nine customized fields to reflect general ledger expense codes or other unique data elements such as project ID or department codes. Once reconciled online, all transactions can be effortlessly uploaded into Town of Paradise's ERP system.

Enjoy comprehensive protection and spending visibility with the WellsOne Commercial Card. Set credit limits and specific merchant category code authorizations at the company, department or individual card level. Reduce losses with built-in liability coverage, which protects Town of Paradise from unauthorized employee purchases. Protect your employees on trips with value-added insurance and 24-hour customer support.

Positive Pay

Identify checks that may be fraudulent or unauthorized by matching those presented against your account to your file of issued checks. Positive Pay exceptions—checks that don't match your file—are presented to you for pay or return decisions. This service is available with a single sign-on to the Wells Fargo *Commercial Electronic Office*® (CEO®) portal. Exceptions also are available for review and decisioning through the *CEO Mobile*® service at <https://ceomobile.wf.com>.

- Wells Fargo offers Positive Pay Only services along with other fraud-fighting tools, such as ACH Fraud Filter and dollar limits.

Wells Fargo At Work Program

Wells Fargo At Work is a valuable bundle of Wells Fargo accounts and services available especially for *Wells Fargo At Work* customers. The Wells Fargo At Work Checking Package is available to employees of businesses or organizations with a Wells Fargo relationship, and is provided at no additional cost to the organization. *(benefits outlined on next page)*

Town benefits

- An expanded employee benefits package that offers the employer an additional recruitment and retention tool with no added costs
- Encourages employee Direct Deposit participation that may reduce payroll costs, including reducing check fraud risk
- Can offer convenient access for their employees to other Wells Fargo banking products and services, including financial education seminars.

Employee benefits

- \$10 discount on personal check orders
- Benefits on mortgages, loans, and lines of credit
- Transaction fee discount on Wells Fargo ExpressSend[®] service
- No-fee cashier's checks, personal money orders, and single-signer Travelers Cheques (where available)
- Bonus interest when they link their Wells Fargo Premium Membership Checking account to a Wells Fargo Money Market SavingsSM Account
- Wells Fargo PMA[®] Package – Employees with qualified balances can consider the Wells Fargo PMA[®] Package and enjoy special benefits, including bonus interest rates, waived fees, and additional discounts

Tab 16 – Other Information

Briefly describe any other information not previously mentioned that the bank believes should be given consideration by the Town.

About Wells Fargo

Wells Fargo & Company is a diversified financial services company with \$1.3 trillion in assets, providing banking, insurance, investments, mortgage, and consumer and commercial finance through more than 9,000 stores, more than 12,000 ATMs, and the Internet (wellsfargo.com) across North America and internationally.

Fourth quarter 2011 highlights

- Record net income of \$4.1 billion
- Up 20 percent from prior year, up one percent from prior quarter
- Revenue of \$20.6 billion
- Record diluted earnings per common share of \$0.73
- Total loans of \$769.6 billion
- Up \$9.5 billion from third quarter 2011
- Wachovia banking conversions successfully completed
- Retail bank store conversions complete
- 50 million accounts involved, 4,600 locations converted
- On track for merger integration completion in first quarter 2012

Recent Ratings and Rankings

- No. 41 most admired company in the world – Fortune, 2011
- No. 42 World's Most Respected Companies– Barron's, 2011
- No. 36 World's 50 Safest Banks 2011 – Global Finance, 2011
- No. 3 America's most generous cash donor – The Chronicle of Philanthropy, 2011
- Best Corporate/Institutional Bank in North America – Global Finance, 2011
- Best bank for payments and collections in North America – Global Finance, 2011
- Best corporate/institutional Internet bank in the U.S. – Global Finance, 2011
- Best corporate/institutional Internet bank in North America for mobile banking – Global Finance, 2011
- Best trade bank in the U.S. – Trade Finance, 2011
- Best bank for domestic cash management services (companies over \$500 million) – Treasury & Risk, 2011
- Among the top 100 companies for technology innovations that advance business results – CIO, 2011

Corporate Charitable Giving History:

We direct our giving to areas that we believe are important to the future of our communities' vitality and success: community development, education, human services, civic projects, and the arts.

Community development

We are only as successful as the neighborhoods and communities where we do business. Through community development programs, we support low-income and ethnic minorities by providing affordable housing programs and initiatives, credit counseling, financial education seminars, and technical assistance for small business owners

Education

Wells Fargo contributes to schools and educational programs across the country. Wells Fargo matches team member donations made to educational institutions dollar for dollar, up to \$6,500 per team member per year. We also offer several scholarship programs to our team members' children to help make higher education more affordable for high school students.

Human Services

Wells Fargo donates to health and human service organizations. This includes corporate gifts to United Way and grants made directly to non-profits meeting the health and human service needs of (primarily) low-to-moderate income communities.

Civic

We support organizations that help enhance a community's overall quality of life through civic projects like building playgrounds, painting schools or neighborhood clean-ups.

Arts and Culture

We believe the arts are integral to every community — they help make our cities great places to live, work and play. Wells Fargo gives to arts organizations, including symphonies, museums, cultural festivals, educational programs and musical venues.

Wells Fargo looks forward to continuing our partnership with Town of Paradise in the development and implementation of these proposed financial solutions. We look forward to answering any questions that you may have as you evaluate our proposal.

Pricing Schedule

Wells Fargo Treasury Management Proposal

Town of Paradise

Pricing as of July 2012 (Standard Pricing per RFP)

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
BALANCE & COMPENSATION INFORMATION			
DEP INSURANCE ASSESSMENT MTHLY	0.1275	1,708	217.77
Subtotal			217.77
GENERAL ACCOUNT SERVICES			
ACCOUNT MAINTENANCE-CHEXSTOR	20.00000	1	20.00
DEBITS POSTED	0.15000	15	2.25
CREDITS POSTED	1.40000	345	483.00
DDA CHECKS PAID	0.15000	218	32.70
Subtotal			32.70
Total Monthly Activity Charges			250.47
Summary Position			
Total Monthly Activity Charges		\$	250.47
Available Balance (3 Month Avg)		\$	1,708,000.00
Earnings Credit Rate			0.45%
Earnings Allowance		\$	652.78
Balance Required to Offset Services		\$	655,351.61
Estimated Net Position (Shortfall)		\$	-

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.



Wells Fargo Treasury Management Proposal

Town of Paradise

Pricing as of July 2012

(Based on **Actual** and **Current** Setup)

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
BALANCE & COMPENSATION INFORMATION			
DEP INSURANCE ASSESSMENT MTHLY	0.1275	594	75.74
Subtotal			75.74
ACH			
ACH RECEIVED ITEM	0.05000	13	0.65
ACH PAYMENTS ONLINE BATCH RELEASE	0.00000	2	0.00
INTERNET ACH BASE FEE	0.00000	1	0.00
INTERNET ACH BATCH RELEASE	1.00000	2	2.00
INTERNET ACH ONE DAY ITEM	0.02000	197	3.94
INTERNET ACH TWO DAY ITEM	0.02000	195	3.90
Subtotal			10.49
Cash Branch/Store Channel			
CASH DEP/\$1 VER AT TELLER WINDOW	0.00100	6,187	6.19
Subtotal			6.19
Desktop Deposit/Electronic Check			
SMART DECISION ELEC CHECK ACH ONUS	0.07000	43	3.01
SMART DECISION ELEC CHK ACH TRANSIT	0.02000	196	3.92
DESKTOP DEPOSIT CREDIT POSTED	0.10000	11	1.10
DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM	0.09500	20	1.90
DESKTOP DEPOSIT-NON WFARGO DEP ITEM	0.05000	181	9.05
Subtotal			18.98
Domestic UnEncoded Cash Letter			
DEPOSITED CHECKS - ON US	0.11000	2	0.22
DEPOSITED CHECKS - REGIONAL	0.11000	1	0.11
DEPOSITED CHECKS - TRANSIT	0.11000	3	0.33
Subtotal			0.66
General Account Services			
ACCOUNT MAINTENANCE-CHEXSTOR	0.00000	1	0.00
DEBITS POSTED	0.05000	20	1.00
CREDITS POSTED	0.05000	11	0.55
ELECTRONIC CREDITS POSTED	0.20000	60	12.00
CEO CYCLED STMT SUBSCRIPT RPT-MOBASE	5.00000	1	5.00
CEO E-STMT SUBSCRIPTION - ITEM	0.05000	318	15.90
Subtotal			34.45
General Disbursement Services			
DDA CHECKS PAID	0.02000	210	4.20
Subtotal			4.20
Image Delivery			
WELLSIMAGE PAID CHECK PER ITEM	0.00000	212	0.00
ONLINE IMAGE VIEW < 90 DAYS - ITEM	1.00000	1	1.00
WELLSIMAGE PAID CHECK MONTHLY BASE	0.00000	1	0.00

WELLSIMAGE PAID CHECK PER CD	0.00000	1	0.00
Subtotal			1.00

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
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Information Reporting

CEO BASIC BANKING - MONTHLY BASE	25.00000	1	25.00
CEO BASIC BANKING - TRANSFER	1.00000	1	1.00
CEO BASIC BANKING ADDL ACCT-MO BASE	10.00000	2	20.00
CEO SEARCH	0.95000	1	0.95
Subtotal			46.95

Returned Items

RETURN ITEM - CHARGEBACK	2.00000	2	4.00
RETURN ITEM CONVERTED CHK CHGBK IRD	1.50000	1	1.50
Subtotal			5.50

Wells Tax

CEO WELLSTAX PAYMENT	1.00000	4	4.00
CEO WELLSTAX SUBSCRIPTION PER ACCT	2.00000	1	2.00
Subtotal			6.00

Wires

WIRE IN DOMESTIC	2.00000	2	4.00
WIRE-OUTGOING DOMESTIC-CEO	2.00000	1	2.00
Subtotal			6.00

Total Monthly Activity Charges			216.15
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Total Monthly Activity Charges	\$	216.16
Available Balance (3 Month Avg)	\$	594,179.53
Earnings Credit Rate		0.45%
Earnings Allowance	\$	227.09
Balance Required to Offset Services	\$	565,579.93
Estimated Net Position (Shortfall)	\$	-

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: SEPTEMBER 11, 2012**

AGENDA NO. 7c

ORIGINATED &

REVIEWED BY: Charles L. Rough, Jr., Town Manager
Lauren Gill, Asst. Town Manager
Gina Will, Finance Director
Dwight L. Moore, Town Attorney
Crystal Peters, HR/Risk Mgt. Analyst

**SUBJECT: RECOMMENDED APPROVAL OF THE TRANSITIONAL
MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF
PARADISE AND THE PARADISE FIREFIGHTER'S ASSOCIATION**

COUNCIL ACTION REQUESTED:

Approve the Town Manager's recommendation to ratify the Transitional Memorandum of Understanding, as submitted, between the Town of Paradise and the Paradise Firefighter's Association; and authorize the Town Manager to sign the Transitional Memorandum of Understanding on behalf of the Town.

BACKGROUND:

The Town Council will recall that at a special Town Council meeting, on June 20, 2012, the Council approved going forward with a 4 ½ year personnel services contract with CAL FIRE, based on Alternative #3, starting January 1, 2013; depending, however, on the successful negotiation of a transitional memorandum of understanding with the Paradise Firefighter's Association, which would include a separate memorandum of understanding exhibit approving a cap on medical benefits; and an actual personnel services contract with the Department of Forestry and Fire Protection (CAL FIRE), which incorporated the Alternative #3 level of service into the contract.

The Town Council's decision to pursue a personnel services contract with CAL FIRE was based on several overriding factors:

1. A personnel services contract with CAL FIRE represents a major enhancement to the level of fire protection, emergency response capability, and resource coverage for our community and its citizens.
2. A personnel services contract that represented annual net budget savings for the Town during the term of the contract.

3. A cap on medical and retiree medical premiums that would substantially reduce the Town's remaining retiree medical unfunded liability of \$ 29.8 million.

Since the Town Council's action this last June, the Town has been moving this process along on two simultaneous tracks in an effort to meet our January 1 starting date – the transitional memorandum of understanding agreement negotiation process with the Paradise Firefighter's Association, and the personnel services contract preparations and discussions with CAL FIRE.

This evening, we are please to present to the Town Council, for your consideration, the culmination of the Town's successful negotiation of a transitional memorandum of understanding agreement with the Paradise Firefighter's Association.

Essentially, this proposed Transitional Memorandum of Understanding, which has been approved by the Paradise Firefighter's Association, accomplishes the following in transitioning our 22 (or less) fire personnel to CAL FIRE:

1. Provides that CAL FIRE hires all our fire employees (who elect to go to
2. Provides for a first year, one-time only pay-out to our fire employees by the Town amounting to \$ 144,999 for accumulated vacation time, sick leave, holiday pay and comp time, over and above what is eligible to transfer to CAL FIRE leave banks. Furthermore, the lion's share of our fire employee's accumulated vacation and sick leave is able to be converted to the CAL FIRE system, which kept the Town's liability down.
3. Provides for \$ 11,000 paid to our fire employees (\$ 500 per employee) by the Town to assist them with the purchase of their new CAL FIRE uniforms. CAL FIRE will be providing them with an advance
4. Establishes a medical cap on medical premiums based on 2013 rates for current and retired fire employees.
5. Establishes that there is no additional retirement benefits compensation owed by the Town for this transition.
6. Provides for a retiree medical benefits pay-out for our fire employees amounting to \$ 793,114 paid for by the Town over ten years at 0.65% interest, through a loan by CAL FIRE.
7. Provides a safety net for our fire employees in the event CAL FIRE's SUBJAC determines an individual is not qualified for the same rank-to-rank transfer by allowing for an agreed on "Y" rating or red circling of the anticipated rank's commensurate pay rate that sunsets in two years if they haven't qualified for that rank by then.

FISCAL IMPACT ANALYSIS:

As the following, detailed Fiscal Impact Analysis clearly indicates, the combination of the Transitional Memorandum of Understanding Agreement and the eventual approval of the final 4 ½ year personnel services contract with CAL FIRE represents net budget savings during the term of the contract.

Equally important for the Town, is that the medical cap provision, included as Exhibit “G” with this recommended Transitional MOU agreement, will reduce the Town’s retiree medical unfunded liability by another \$ 8.3 million (from the current \$ 29.8 million to \$ 21.5 million). In other words, in a matter of 18 months, the Town has so far reduced its retiree medical unfunded liability by a total of \$ 23.5 million, from its original \$ 45 million in retiree medical unfunded liability.

Fiscal Impact Analysis:

At the time of adoption of the final 2012/13 operating and capital budget, the Town had assumed that effective January 1, 2013, the Town would contract with CAL FIRE for fire personnel services. While this basic assumption holds true and has been presented in this report, some of the finer details and underlying assumptions have been modified as a result of the discussions with the Paradise Firefighters Association (PFA) and further evaluation. The following table shows the numbers represented in the adopted 2012/13 budget compared to modified numbers based on current assumptions and agreement with PFA. It is important to note that even these most recent estimates are likely to change if the assumed date of transition changes and as personnel use and earn accruals. Staff will recommend an official adjustment to the budget at the time of the CAL FIRE contract signature and transition.

Account	Description	2012/13 Adopted Budget	Current Estimated Costs 08/30/12	(Savings)/ Additional Costs
1010.35.4630.5213.100	CAL FIRE Personnel Service Contract	\$1,256,088	\$1,256,088	\$0
1010.35.4630.5122	Accrual Bank Payoff	\$147,082	\$144,919	(\$2,163)
1010.35.4630.5202.100	Uniform Allowance	\$5,500	\$11,000	\$5,500
Totals		\$1,408,670	\$1,412,007	\$3,337

Further, at the time the CAL FIRE proposal was presented to Town Council, staff estimated that the costs associated with retiree medical transition costs could be as much as \$823,126 and debt service on the 10 year note financed by CAL FIRE was estimated at \$85,284. Through collaboration and agreement with PFA those estimates have currently been revised to \$793,114 with amortized annual costs over 10 years of \$81,288. Therefore, total transitional costs are estimated at \$949,033 broken down as follows:

Accrual Bank Payoff	\$144,919
Uniform Allowance	\$11,000
Retiree Medical Service Credit Purchase	\$793,114

Finally, staff estimates that savings and enhanced services will be achieved by contracting with CAL FIRE for personnel services this fiscal year. The estimated savings; however, is based on comparing the current proposed CAL FIRE contract with fire department staffing as it currently exists. Please note that the service levels proposed and associated costs may be fine-tuned as the contract is finalized, and the Town can no longer afford the Fire Department personnel staffing model as it currently exists. Following is the estimated savings within the confines of these parameters for the 4 and ½ year contract as proposed:

Fiscal Year 2012/13	\$125,725
Fiscal Year 2013/14	\$235,244
Fiscal Year 2014/15	\$250,194
Fiscal Year 2015/16	\$236,075
Fiscal Year 2016/17	\$220,370

09/11/12
TRANSITIONAL MEMORANDUM OF
UNDERSTANDING
BETWEEN TOWN OF PARADISE AND
PARADISE FIREFIGHTERS
ASSOCIATION

PARADISE FIREFIGHTERS ASSOCIATION TRANSITIONAL MEMORANDUM OF UNDERSTANDING

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PURPOSE

The purpose of the M.O.U. is to promote a harmonious transition from "Town" service employment to service employment by the State of California, Department of Forestry and Fire Protection (hereinafter also "CAL FIRE"), for those employees in classifications represented by the Paradise Firefighters Association.

The Town of Paradise (hereinafter "Town") and the Paradise Firefighter's Association (hereinafter "Association") agrees to the following terms and conditions:

RECITALS

TRANSITION

These recitals are based on the best understanding of practices, rules and regulations of third parties such as the California Public Employees Retirement System (PERS), the County of Butte and the State of California, Department of Forestry and Fire Protection, and are not intended to create contractual obligations between the Town and the Association. The contractual obligations are set forth in the Contractual Terms and Conditions of this Transitional MOU. Transitioning employees are encouraged to contact the applicable third party to obtain additional information. The parties hereto understand and agree that upon transition to employment with the State of California, Department of Forestry and Fire Protection affected Town of Paradise Fire Department employees will be blanketed into the State Civil Service system in accordance with the rules, policies and provisions administered by the California State Department of Personnel Administration and the California State Personnel Board. Those affected Town employees will thereafter be employees of the State of California and no longer subject to the rights and privileges of employment with the Town of Paradise unless otherwise stated herein or provided for by law.

Upon appointment to the California Department of Forestry and Fire Protection, blanketed-in employees will be subject to the following conditions of employment:

Article VII, Section 6 (c) of the Constitution allows the State Personnel Board to transfer or "blanket — in" by board resolution local government employees when the

work that was previously performed by these employees is assumed by the State.

All current fire suppression personnel of the Town who wish to blanket into State Service as a CAL FIRE employee are eligible to do so. CAL FIRE has agreed to blanket-in all fire suppression personnel, with the exception of those on disability leave. Those on leave will transition after being released to "Full duty". In the event those on leave are not released to "Full duty", but rather eligible for disability retirement, no State Service or Transitional MOU benefits will be applied, however, Town policy, procedures and benefits will remain in effect.

WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES BLANKETED INTO STATE SERVICE

Terms and conditions of employment for employees that are blanketed into State Service are outlined in the applicable state bargaining unit agreements for rank and file employees. Copies of the applicable bargaining unit agreements are available to be provided to the members of the Paradise Firefighters Association.

UNION REPRESENTATION

Fire protection employees in rank and file classifications are represented by CDFF (Bargaining Unit 8). Membership is not required; however, a Fair Share agreement is in effect between CAL FIRE and CDFF. The MOU is effective July 1, 2010 through July 1, 2013.

The MOU addresses working conditions, benefits, and wages. New MOUs are negotiated by CAL FIRE and the CDFF and go into effect once approved by the Legislature, signed by the Governor, and ratified by the CDFF membership.

The Department's Labor Relations office is available to assist in the interpretation and applications of terms of MOUs.

STATE CIVIL SERVICE CLASSIFICATION

The State civil service classification is determined by evaluating Town of Paradise Fire Department employees' existing classifications and duty statement compared to the same or similar classifications used within CAL FIRE. As close a match as possible is made and the employees are then blanketed (transferred upon resolution) into those State civil service classifications.

PERMANENT APPOINTMENT

Town of Paradise Fire Department employees that are blanketed into CAL FIRE are assured of permanent appointments. The process is prescribed clearly in law and takes from three to four months to process. Officially, these employees become State civil service employees "without the benefit of civil service examination." They do not serve

a probationary period unless they are currently on probation with Town of Paradise. The State Personnel Board makes the civil service appointment at one of their regularly scheduled public hearings. CAL FIRE closely follows the guidelines established in the State Constitution for the transition of employees into State civil service that result from these cooperative agreements.

Article VII, Section 6(c) of the California Constitution allows the State Personnel Board to transfer, or "blanket-in" by board resolution local government employees when the work that was performed by these employees is assumed by the State.

SALARY

Once the State civil service classification is determined, the Town of Paradise Fire Department employees' existing salaries at the time of transition will be compared to that of the new classifications. If the employees are within the minimum and maximum of the salary range for the State civil service classifications, the employees will retain that salary. If the employees' salaries are below the minimum of the State civil service classifications, the salaries will be raised to the minimum of the classification and the employees will be given annual step increases (e.g., merit salary adjustment, etc.) until they have reached the maximum salary range of the civil service classification. If the employees' salaries are above the maximum, they will be brought over at the maximum.

CAL FIRE employees are paid their base pay plus any applicable pay differentials once per calendar month. Fire protection employees receive a supplemental check at the end of each 28-day work period for Extended Duty Week Compensation (EDWC) as well as unplanned overtime.

BASE PAY

A fire department employee's monthly salary is based on a work schedule for an average 53 hours per week, which is established by the Federal Fair Labor Standards Act (FLSA) as the standard work week for firefighters eligible for Section 7k of the FLSA.

EXTENDED DUTY WORK WEEK COMPENSATION

Additional compensation for CAL FIRE fire protection employees is calculated on a 28-day work period. Since CAL FIRE employees predominantly work a scheduled 72-hour work week, a portion of these scheduled hours are eligible for additional compensation under the FLSA (i.e., the difference between 53 hours and 72 hours per week). This additional compensation is known as EDWC. A supplemental check at the end of the 28-day work period is issued to compensate the employees for EDWC and for any unplanned overtime that was worked during the 28-day period. EDWC counts as income for California Public Employees Retirement System (CalPERS) retirement calculation purposes. Unplanned overtime does not count as compensation for

CalPERS retirement calculation purposes.

CURRENT CAL FIRE PAY RATES

Current pay rates (as of June 21, 2011) for CAL FIRE employees are as follows:

CLASSIFICATION	MINIMUM SALARY RANGE	*MAXIMUM SALARY RANGE	EDWC*
Fire Fighter II (Paramedic)	\$3,000.00	\$3,644.00	\$1,713.20
Fire Apparatus Engineer	\$3,325.00	\$3,849.00	\$1,809.58
Fire Captain, Range A	\$3,648.00	\$4,432.00	\$2,083.67

*Does not include anticipated increase per the State CDFF MOU for 2012,

EDUCATIONAL INCENTIVE PAY DIFFERENTIAL

Eligible CAL FIRE employees who have completed their JAC apprenticeship and reached journey level status may be compensated with an additional educational incentive of \$75.00 per monthly pay period.

Permanent employees in specific classifications that do not require JAC certification may also be eligible for this incentive if they have completed 60 units from an accredited community college, college, or university.

It appears that all transitional employees will be eligible for educational incentive pay. However, actual determination shall be made by CAL FIRE once employees are blanketed into State Service.

LONGEVITY PAY DIFFERENTIAL

Eligible CAL FIRE employees who have achieved certain benchmarks in years of service may receive a monthly pay differential at a percentage rate calculated on the employee's base salary as follows:

YEARS OF SERVICE	RATE
17 and 18 years	1% of base pay
19 years	2% of base pay
20 years	3% of base pay
21 years	4% of base pay
22, 23, and 24 years	5% of base pay
25 years and above	7% of base pay

It is the Town's understanding that years of service at the Paradise Fire Department shall be counted toward longevity pay eligibility. Again, final determination shall be made by CAL FIRE once employees are blanketed into State Service.

OTHER DIFFERENTIALS

Any other differentials under the CDFF MOU will be available to eligible transitioned employees.

MERIT SALARY ADJUSTMENTS

To the extent permitted by State law or any applicable MOU, if the employee is not at the maximum salary rate for the class he/she is transferred to, he/she will be eligible for a merit salary increase after twelve (12) qualifying pay periods following the date of entry into State Service.

SENIORITY

Once transitioned, service with Town Fire Department will be reviewed and credited to employees based on the State's qualifying service requirement.

Seniority is calculated similarly to State Service and is used for transfers, layoffs, or demotions when necessary.

PROBATIONARY PERIOD

Town Fire Department employees who have successfully completed their probationary period with the Town preceding the effective date of blanketing-in will continue to hold such positions as permanent state civil service employees. Fire Department employees holding positions with the Town for less than one year immediately preceding the effective date of such action shall continue to hold such positions subject to the probationary period established for the class to which transferred.

There are no Town probationary employees transitioning from the Town to State employment.

PROMOTIONS, TRANSFER, AND ASSIGNMENTS

Town Fire Department employees who are transitioned into CAL FIRE will be fully tenured employees and enjoy the same rights, privileges, and opportunities that any other CAL FIRE employee of the same classification and seniority would receive. Employees will be eligible to compete for promotion if they meet the minimum qualifications of the civil service classification. The years of employment with the Town will count as credit towards qualifying experience.

Town Fire Department employees will be eligible to transfer or ask for re-assignment anywhere in California that CAL FIRE operates the same as any other CAL FIRE employees. Voluntary transfer rules may be found in the various MOUs dependent on the employee's civil service classification. For employees in fire protection classifications, this information is contained in the MOU between CDF Firefighters Local 2881 (CDFF) and CAL FIRE.

Promotions, transfers, and re-assignments are predominantly voluntary. Occasionally, due to operational needs, an employee may be involuntarily reassigned within CAL FIRE.

LEAVE CREDITS

VACATION AND SICK LEAVE

Vacation and sick leave credits are converted prior to being credited to an employee transitioned to the State. Credits are converted by the following formula: Hours of credit each month as a local government employee divided by the hours of credit each month a CAL FIRE employee would receive.

As an example: A local government employee earns 12 hours of sick leave per month; CAL FIRE employees earn eight hours of sick leave per month. Thus, 12 divided by eight equals 1.5. This is the conversion factor. The next step is to take the local government employee's sick leave balance and divide it by the conversion factor. This is the balance the local government employee will be allowed to carry over.

For vacation leave credits, there is a maximum amount of hours an employee can carry over. The maximum hours are determined by calculating what the employee would earn in a year as a State employee (based on his or her credited years of State Service). This is the maximum carry over amount allowed for vacation leave credits.

ANNUAL LEAVE vs VACATION AND SICK LEAVE

CAL FIRE employees may choose between two patterns of accumulating leave credits: (1) annual leave or, (2) vacation and sick leave.

1. Annual leave can be used as vacation or sick leave at the employee's choice. It is subject to maximum balances. The accrual rate is determined by adding four hours per month to the vacation rate for the number of years of State Service the employee has.
2. Vacation is accumulated at a rate based on the years of service as shown in the chart below. Vacation is subject to maximum balances per year. The following chart depicts vacation hours earned monthly:

YEARS OF SERVICE	ANNUAL LEAVE	VACATION LEAVE	SICK LEAVE
1 month - 3 years	12 hours (3.6 weeks)	8 hours (2.4 weeks)	8 hours
37 months - 10 years	15 hours (4.5 weeks)	11 hours (3.3 weeks)	8 hours
121 months - 15 years	17 hours (5.1 weeks)	13 hours (3.9 weeks)	8 hours
181 months - 20 years	18 hours (5.4 weeks)	14 hours (4.2 weeks)	8 hours
Over 20 years	19 hours (5.7 weeks)	15 hours (4.5 weeks)	8 hours

DEFERRED COMPENSATION

CAL FIRE employees are eligible to participate in several tax deferred programs that invest pre-tax income into tax deferred investment accounts.

UNIFORM ALLOWANCE

Fire department employees in eligible classifications, after transitioning to State Service, receive a \$850 per year uniform allowance. This counts as annual income for CalPERS retirement calculation purposes. (See section III under other terms and conditions for additional uniform allowance information.)

BENEFITS (HEALTH, VISION, AND DENTAL COVERAGE)

CAL FIRE employees are provided with health, vision, and dental benefits. The cost is dependent upon the classification of an employee, how many dependents the employee enrolls, and which plan the employee enrolls in.

Fire department employees are given a Consolidated Benefit (CoBEN) Allowance to offset the price of the total premium cost of benefits. The CoBEN allowances for 2012 are as follows:

FAMILY STATUS	EMPLOYER CONTRIBUTION
Employee only	\$529.00 per month
Employee with one dependent	\$1014.00 per month
Employee and two or more dependents	\$1,320.00 per month

(See Section VI under other terms and conditions for additional information on health benefits.)

RETIREMENT BENEFITS

All CAL FIRE firefighting employees are members of the CalPERS Peace Officer and Firefighter (POFF) Safety Retirement Program. The Town Fire Department employees performing fire protection work will become members of this program.

Upon retirement the employee will receive compensation based on a combination of

retirement systems to which he contributed to over their years of employment. Some will have been members of only CalPERS, while some will have participated in multiple programs and plans. Each Town Fire Department employee's retirement compensation calculations will be different based on the programs and plans in which they have been members.

It is strongly recommended that each employee contact CalPERS and obtain a personal evaluation of his retirement circumstances.

POST RETIREMENT HEALTH CARE COVERAGE

CAL FIRE employees are provided with post retirement health care coverage paid by the employer. For State employees, there is a "vesting" period that refers to the amount of time the employee must be employed by the State to be eligible to receive employer contributions towards the cost of the monthly health premium during retirement. The amount the State contributes toward the health plan premium depends on when an employee is first hired by the State and how many years that employee has worked for the State. The contribution amount is determined by a formula set by law and the date the employee is first hired by the State.

If first hired by the State after January 1, 1989, rates are as follows:

YEARS OF STATE CIVIL SERVICE	STATE CONTRIBUTION
Less than 10 years	0%
10 years	50%
10 years to 19 years	50%, plus 5% for each year after the tenth year
20 years and above	100%

PREVIOUS STATE EMPLOYEE CREDIT TOWARDS POST RETIREMENT HEALTH CARE COVERAGE

Some Town of Paradise Fire Department employees may have worked for the State of California prior to their current employment with the local government. This prior State employment experience may count towards the vesting requirement. If they were State employees prior to January 1, 1989, they may receive the benefit with reduced years of service requirement as follows:

YEARS OF STATE CIVIL SERVICE	STATE CONTRIBUTION
Any years of service	100%

If they began working for the State of California between January 1, 1985, to December 31, 1988, rates are as follows:

YEARS OF STATE CIVIL SERVICE	STATE CONTRIBUTION
10 years	100%
Less than 10 years	Reduced by 10% for each year of service under 10 years

The Town of Paradise Fire Department employees are encouraged to contact CalPERS for their particular circumstances.

WORKERS COMPENSATION

Employees blanketed into State Service are entitled to Worker's Compensation benefits as provided by the State Compensation Insurance Fund. See appropriate bargaining unit agreement for information regarding Industrial and Non-Industrial Disability Leaves.

TRAINING

Training records of the Town Fire Department employees will be compared to those of CAL FIRE employees of the same State civil service classification. Any training courses that are necessary will be provided to the local government employees at CAL FIRE's expense and held locally if possible. Since CAL FIRE participates in the Joint Apprenticeship Committee (JAC) program for new employees, the transitioned employees may be entered into the JAC program for training purposes. The determination for JAC status is based on years of service, training records, and other education and/or experience. The CAL FIRE SubJAC evaluates the individuals and determines if it is appropriate to enroll employees in JAC or provide a training plan that will establish journey level status outside of JAC. Those enrolled in the JAC program may be required to take the third year examination in order to journey. SubJAC membership is evenly distributed between labor and management.

Customized training programs will be developed for each employee to ensure that employees are placed in a successful situation and have received or will receive training that meets or exceeds other CAL FIRE employees in the same classification.

CONTRACTUAL TERMS AND CONDITIONS TO TRANSITION

The following contractual terms and conditions have been negotiated between the Town and the Association and shall be applicable to the transition of the Town Fire Department employees to CAL FIRE employment.

I. CLASSIFICATIONS

The Association is the recognized bargaining unit for the following classifications:

Battalion Chief
Fire Captain
Fire Engineer
Firefighter

On the Transition Date, it is proposed that the 22 current full time Town Fire Department employees shall be blanketed to State Service with CAL FIRE to the extent allowed under State law, applicable State MOU, SubJAC and Classification & Pay State review.

Current Paradise Fire Department	Proposed CAL FIRE
3 Battalion Chiefs	3 Battalion Chiefs
6 Captains	6 Captains
9 Engineers	9 Fire Apparatus Engineers
4 Firefighters	4 Firefighter II

The Civilian Fire Prevention Inspector and Fire Administrative Assistant II positions will remain as Town employees

II. EFFECTIVE DATE

The Town and the Association agree that all terms and conditions agreed upon in this Transitional M.O.U. become effective upon signing by both parties.

III. UNIFORM ALLOWANCE

The Town shall provide for a one-time purchase of uniforms and accessories for each covered employee based on CAL FIRE requirements and specifications as each individual sees fit up to a maximum of \$500 per person.

Uniforms, Tuxedos, and More (189 E. 9th AVE, Chico, CA) shall be the vendor and will provide the Town with one itemized invoice for all affected employees covering the items listed above. The Town shall provide Uniforms, Tuxedos, and More with one purchase order covering all affected employees; provided the amount for each employee shall not exceed \$500. Each affected employee shall provide Uniforms, Tuxedos, and More with his or her appropriate sizes of the items listed above per CAL FIRE requirements and recommendations (Refer to CAL FIRE Uniform Purchasing Guide).

IV. SICK LEAVE BALANCES

Town Fire Department employees shall have their Town sick leave balances carried over to CAL FIRE employment based on a conversion factor of 0.66667. For example, 12 hours of accumulated Town sick leave balance will be needed to generate 8 hours of sick leave carry over to CAL FIRE employment. Following the conversion, the

amount of hours lost as indicated in Exhibit "A", which have been calculated to determine a cash value to compensate for the equivalent present value of Cal PERS retirement service credit, shall be paid out to each employee within 30 days of the Transition Date. See Attached Exhibit "A" specifying the estimated sick leave carry over for each employee.

V. VACATION LEAVE BALANCES

Town Fire Department employees shall carryover to CAL FIRE employment up to one year's worth of accrual after applying CAL FIRE's conversion factor. Any hours not converted shall be cashed out and paid to employees within 30 days of Transition Date. See Exhibit "B" estimating the vacation leave carryover and cash out for each employee.

The Town shall consider requests from Town Fire Department employees for additional vacation cash outs on an individual basis and in accordance with the Town's administrative hardship vacation cash out practice.

VI. COMP TIME BALANCES

Town Fire Department employees who have a balance in their Comp Time Bank shall be cashed out and paid within 30 days of Transition Date. See Exhibit "C" for the comp time balance cash out estimates for each employee

VII. HOLIDAY

Any holiday time, not used or paid out at the time of transition will be cashed out at the employee's current Town wage within 30 days after the Transition Date. See Exhibit "D" for an estimate of the holiday pay that will be cashed out.

VIII. SALARY

To the extent allowed under State Law, any applicable State MOU, SubJAC and Classification & Pay State review, Town Fire Department employees shall be transitioned or "blanketed in" at the rank or classification and salary rate up to the maximum CAL FIRE personnel services monthly salary range (excluding EDWC pay) commensurate with their existing duties, pay and experience.

In the event that a Town Fire Department employee is determined by the State SubJAC and/or Classification & Pay review as ineligible to be blanketed into State Service in his or her current rank on the Transition Date, the Town agrees to "Y-Rate" the basic salary to the amount that employee would have received had the rank for rank determination been made. This "Y-Rating" does not apply to voluntary actions taken by the employee. As used herein, "Y-Rating" means that an employee's basic salary (excluding EDWC pay) shall be frozen.

- Employees with Y-Rating shall not participate in salary adjustments until salary ranges related to their new position exceed the Y-rated salary.
- The Y-Rating shall sunset on a date not to exceed 2 years from the date of the employee transitioned to the State.
- The Y-Rating shall terminate upon the employee's change in classification (e.g. promotion, voluntary transfer to a different classification).
- The Y-Rating shall remain in effect upon the employee's voluntary or involuntary transfer outside the jurisdiction, up to the sunset date.

IX. MERIT INCREASES

Town Fire Department employees shall be granted their appropriate merit increase between the time of this agreement and the actual Transition Date to State Service.

X. POST RETIREMENT HEALTHCARE COVERAGE

A. Current Retirees

The Town shall maintain all current PERS medical benefit programs for Town Fire Department retirees who have retired from Town of Paradise employment prior to the Transition Date in accordance with PERS regulations and the partial Memorandum of Understanding between the Town of Paradise Fire Association dated September 6, 2012, attached as Exhibit " G ".

Future contributions by the Town for current retirees shall be at a minimum the same as the amount contributed by the Town to the highest amount paid to any Town individual or bargaining group (Favored Nation Clause). This provision shall survive termination of this Transitional MOU only in the event of the actual transition of Town Fire Department employees to CAL FIRE State Service.

B. Current Employees

The Town shall purchase on behalf of each Town Fire Department employee sufficient retiree medical vesting service credits with CalPERS to provide each employee with a level that is comparable to the 2013 Town's Retiree benefit at the age of 50 years. See Exhibit " E " which identifies the amount of retiree service credits that will be purchased for each Town Fire Department employee.

Based on information from CalPERS, Chris Main is eligible for a service buyback of previous CAL FIRE service through CalPERS. This information was provided by PERS, both through its business partner services, as well as its member services. Chris Main shall elect to purchase his prior CAL FIRE service credit that allows for the use of his original hire date to be eligible for Retiree Medical Vesting upon retirement from CAL FIRE. In the event that CalPERS denies Chris Main's application, the Town shall purchase Retiree Medical Service Credit years for Chris Main, consistent to the methodology used for all Town of Paradise Fire Department employees. If Chris Main is eligible, yet chooses

not to purchase the service credit, the Town shall not purchase Retiree Medical Service Credit years on his behalf.

XI. BADGES & HELMETS

As a good will and commemorative gesture, the Town shall allow the employee to retain possession of their helmet, and badge for their current classification. An employee may request the badge from a previously held classification, if available.

XII. SHIFT/STATION BID PROCESS

As it relates to staffing within the Town, prior to initial placement with CAL FIRE, pursuant to CAL FIRE's Service Agreement with the Town, shift/station selection shall be based on seniority pursuant to the current and established seniority list related to time in rank, with first right to remain in the Town of Paradise. Thereafter, all personnel related matters, including transfers, will be in accordance with CAL FIRE's MOUs, regulations and other provisions as applicable.

XIII. HEALTH BENEFITS

The Town shall maintain all benefits related to medical, dental and vision, for all Town Fire Department employees transitioning to State Service. When coverage has been assured through State Service, Town will then be released from maintaining health benefits for such employees.

XIV. OVERTIME

Prior to Transition Date, all Town Fire Department employees shall be eligible to work overtime as deemed necessary by the Town.

XV. CALPERS PENSION BENEFIT

- A. It has been identified that 10 Town Fire Department employees upon transition to CAL FIRE will switch from the CalPERS plan 3% @ 50 to 3% @ 55. For those employees, a comprehensive comparison of Town Fire Department persable wages versus CAL FIRE persable wages was completed to determine the potential reduction of retirement benefits payable upon retirement at actuarial average retirement age of 53.45 years or at 30 years of service, whichever is sooner. Due to the higher PERSABLE wages with CAL FIRE, the plan change disadvantage is off-set. Therefore, no additional compensation is provided. See Exhibit "F".
- B. Single Highest Year. The Town shall not provide compensation to offset the effect of a three year average as opposed to our current single highest year based on calculations that show the dollar amount in retirement is comparable.

XVI. NON TRANSITIONAL EMPLOYEES

Any Town Fire Department employee who elects not to transition to CAL FIRE shall be provided his or her rights pursuant to Town Personnel Rules and Regulations, specifically the layoff provision and unused vacation leave and CTO cash payout.

XV. ENTIRE AGREEMENT

This Transitional MOU constitutes the final, complete and exclusive agreement between the Town and the Association pertaining to the transfer of Town Fire Department employees to CAL FIRE State Service. It supersedes all prior understandings or agreements between the parties relating to the subject matter of the Transitional MOU.

XVI. AMENDMENT

This Transitional MOU shall be amended only in writing and approved by the Town Council of the Town and the Association.

XVII. TRANSITION DATE

For all purposes, the "Transition Date" shall mean the first day that the Town Fire Department employees become CAL FIRE State Service employees.

XVIII. NO THIRD PARTIES

This Transitional MOU is made solely between the Town and the Association, and no other person or entity shall have or acquire rights by virtue of it.

SIGNATURE/ AGREEMENT

The undersigned, being the duly appointed representatives for the Paradise Firefighters Association and the Town of Paradise, acknowledge and agree to the terms of this Transitional MOU,

TOWN OF PARADISE

PARADISE FIREFIGHTERS ASSOCIATION

EXHIBIT "A"

The Calculations will be Updated at the Time of Transition
11/30/12

<u>Employee</u>	<u>Code</u>	<u>Age</u>	<u>Code/Description</u>	<u>08/03/12</u> <u>Balance</u>	<u>11/30/12</u> <u>Estimated</u> <u>Balance</u>	<u>Balance /</u> <u>1.5 =</u> <u>Transfer</u> <u>Amount</u>	<u>Amount</u> Hrs Lost	Hrs Accrued through CalFire/ Assumes 53.45 age	Remaining Hrs Lost	Yrs of Service Credit for Hrs Lost	Value
ALBERTSON, KEITH	ALB01	34.39	SL SICK LEAVE	255.92	305.76	203.84	101.92	1,829.59	-	0.05	667.61
BRYANT, ERIK	BRY01	40.09	SL SICK LEAVE	118.48	168.32	112.21	56.11	1,282.52	-	0.03	533.54
BUTOLPH, TIMOTHY	BUT01	32.22	SL SICK LEAVE	203.14	252.98	168.65	84.33	2,038.16	-	0.04	430.85
FISHER, JOSHUA	FIS02	35.84	SL SICK LEAVE	391.00	440.84	293.89	146.95	1,690.72	-	0.07	1,156.50
HASEK, BRUCE	HAS01	53.97	SL SICK LEAVE	2,472.88	2,522.72	1,681.81	840.91	-	840.91	0.42	14,114.31
HOLLSTROM, SHANE	HOL01	35.79	SL SICK LEAVE	246.23	296.07	197.38	98.69	1,695.19	-	0.05	918.22
KELLY, SEAN	KEL01	41.79	SL SICK LEAVE	255.98	305.82	203.88	101.94	1,119.19	-	0.05	1,017.95
LAWRIE, CURTIS	LAW02	45.09	SL SICK LEAVE	639.43	689.27	459.51	229.76	802.52	-	0.11	3,366.62
MAIN, CHRIS	MAI01	49.26	SL SICK LEAVE	1,877.07	1,926.91	1,284.61	642.30	402.48	239.83	0.32	9,225.98
MAXSON, JASON	MAX02	41.67	SL SICK LEAVE	629.84	679.68	453.12	226.56	1,130.50	-	0.11	2,366.65
MOUNT, ALBERT	MOU01	31.99	SL SICK LEAVE	217.94	267.78	178.52	89.26	2,060.25	-	0.04	475.35
PALADE, MATT	PAL01	34.53	SL SICK LEAVE	158.14	207.98	138.65	69.33	1,815.91	-	0.03	456.46
RAPP, ERIC	RAP01	49.67	SL SICK LEAVE	177.02	226.86	151.24	75.62	362.50	-	0.04	1,248.85
RESENDEZ, BRANDON	RES01	34.18	SL SICK LEAVE	188.14	237.98	158.65	79.33	1,850.10	-	0.04	582.90
ROSE, PHILLIP	ROS02	41.64	SL SICK LEAVE	1,026.14	1,075.98	717.32	358.66	1,133.65	-	0.18	3,565.44
SAISE, ALEJANDRO	SAI01	39.49	SL SICK LEAVE	52.85	102.69	68.46	34.23	1,340.38	-	0.02	335.96
SINGLER, JOHN	SIN01	42.49	SL SICK LEAVE	526.12	575.96	383.97	191.99	1,052.12	-	0.10	2,223.13
SWEENEY, BRYCE	SWE01	32.70	SL SICK LEAVE	152.14	201.98	134.65	67.33	1,991.61	-	0.03	348.50
TOPP, DUSTIN	TOP01	32.85	SL SICK LEAVE	384.82	434.66	289.77	144.89	1,977.93	-	0.07	1,051.70
VANIDERSTINE, BRIAN	VAN01	37.48	SL SICK LEAVE	144.92	194.76	129.84	64.92	1,533.44	-	0.03	509.26
WEBSTER, DONALD	WEB01	46.21	SL SICK LEAVE	591.14	640.98	427.32	213.66	694.68	-	0.11	2,519.05
YOUNGBLOOD, BRIAN	YOU01	37.62	SL SICK LEAVE	161.64	211.48	140.99	70.49	1,519.76	-	0.04	689.14
											47,803.98

EXHIBIT "B"

Calculations will be Updated at the Time of Transition

Yrs @

8/3/2012 11/30/2012

11/30/2012

Employee	Code	DOH	11/30/2012	Position	Cat	Code/Description	Balance	Estimated Balance	Balance / top/cf =	Balance / top/cf =	Difference	Hrly Rate	Value
									Transfer Amount	Transfer Amount			
ALBERTSON, KEITH	ALB01	11/27/2006	6.01	FF		4630 VV VACATION LEAVE	174.73	184.89	=K6/(14/11)	145.27	39.62	18.13	718.29
BRYANT, ERIK	BRY01	7/15/2002	10.39	ENG		4630 VV VACATION LEAVE	216.52	219.29	=K7/(18/13)	158.38	60.91	22.61	1,377.26
BUTOLPH, TIMOTHY	BUT01	1/3/2011	1.91	FF		4630 VV VACATION LEAVE	117.41	110.95	=K8/(10/8)	88.76	22.19	14.92	331.07
FISHER, JOSHUA	FIS02	10/25/2006	6.10	ENG		4630 VV VACATION LEAVE	141.64	175.80	=K9/(14/11)	138.13	37.67	21.01	791.47
HASEK, BRUCE	HAS01	9/11/1989	23.24	BC		4630 VV VACATION LEAVE	272.13	267.52	=K10/(22/15)	182.40	85.12	28.46	2,422.48
HOLLSTROM, SHANE	HOL01	7/15/2002	10.39	CAPT		4630 VV VACATION LEAVE	228.76	279.53	=K11/(18/13)	201.88	77.65	24.92	1,934.97
KELLY, SEAN	KELO1	7/15/2002	10.39	ENG		4630 VV VACATION LEAVE	314.52	149.29	=K12/(18/13)	107.82	41.47	22.59	936.80
LAWRIE, CURTIS	LAW02	11/9/1992	20.07	BC		4630 VV VACATION LEAVE	344.06	363.45	=K13/(22/15)	247.80	115.64	29.89	3,456.54
MAIN, CHRIS	MAI01	12/9/1991	20.99	CAPT		4630 VV VACATION LEAVE	341.95	313.34	=K14/(22/15)	213.64	99.70	25.50	2,542.30
MAXSON, JASON	MAX02	6/4/2001	11.50	CAPT		4630 VV VACATION LEAVE	22.31	0.00	=K15/(18/13)	0.00	0.00	23.76	0.00
MOUNT, ALBERT	MOU01	3/29/2010	2.68	FF		4630 VV VACATION LEAVE	65.81	107.35	=K16/(10/8)	85.88	21.47	15.67	336.43
PALADE, MATT	PAL01	2/23/2009	3.77	ENG		4630 VV VACATION LEAVE	123.96	93.50	=K17/(10/11)	102.85	(9.35)	18.15	-
RAPP, ERIC	RAP01	7/23/1998	14.37	BC		4630 VV VACATION LEAVE	254.47	257.24	=K18/(18/13)	185.78	71.45	29.21	2,087.19
RESENDEZ, BRANDON	RES01	7/30/2001	11.35	ENG		4630 VV VACATION LEAVE	241.35	316.12	=K19/(18/13)	228.31	87.81	20.51	1,801.01
ROSE, PHILLIP	ROS02	2/12/2001	11.81	ENG		4630 VV VACATION LEAVE	334.86	313.63	=K20/(18/13)	226.51	87.12	22.59	1,968.03
SAISE, ALEJANDRO	SAI01	6/4/2001	11.50	CAPT		4630 VV VACATION LEAVE	333.72	192.49	=K21/(18/13)	139.02	53.47	23.76	1,270.44
SINGLER, JOHN	SIN01	11/9/1992	20.07	CAPT		4630 VV VACATION LEAVE	347.34	438.73	=K22/(22/15)	299.13	139.59	25.50	3,559.67
SWEENEY, BRYCE	SWE01	1/3/2011	1.91	FF		4630 VV VACATION LEAVE	93.41	110.95	=K23/(10/8)	88.76	22.19	14.92	331.07
TOPP, DUSTIN	TOP01	8/1/2005	7.34	ENG		4630 VV VACATION LEAVE	132.39	142.55	=K24/(14/11)	112.00	30.55	21.01	641.77
VANIDERSTINE, BRIAN	VAN01	11/27/2006	6.01	ENG		4630 VV VACATION LEAVE	140.72	150.88	=K25/(14/11)	118.55	32.33	20.01	646.94
WEBSTER, DONALD	WEB01	6/23/1997	15.45	ENG		4630 VV VACATION LEAVE	298.12	341.51	=K26/(22/14)	217.32	124.18	23.11	2,869.89
YOUNGBLOOD, BRIAN	YOU01	6/4/2001	11.50	CAPT		4630 VV VACATION LEAVE	156.44	231.21	=K27/(18/13)	166.99	64.23	24.92	1,600.49
													31,624.10

EXHIBIT "C"

Calculations will be Updated at the Time of Transition

<u>Employee</u>	<u>Code</u>	<u>DOH</u>	<u>Position</u>	<u>Cat</u>	<u>Code/Description</u>	8/3/2012 <u>Balance</u>	11/30/2012 <u>Hrly Rate</u>	<u>Value</u>
ALBERTSON, KEITH	ALB01	11/27/2006	FF		4630 CL COMP LEAVE	12.00	18.13	217.56
BRYANT, ERIK	BRY01	7/15/2002	ENG		4630 CL COMP LEAVE	5.00	22.61	113.05
BUTOLPH, TIMOTHY	BUT01	1/3/2011	FF		4630 CL COMP LEAVE	114.00	14.92	1,700.88
FISHER, JOSHUA	FIS02	10/25/2006	ENG		4630 CL COMP LEAVE	127.05	21.01	2,669.32
HASEK, BRUCE	HAS01	9/11/1989	BC		4630 CL COMP LEAVE	278.50	28.46	7,926.11
HOLLSTROM, SHANE	HOL01	7/15/2002	CAPT		4630 CL COMP LEAVE	93.39	24.92	2,327.28
KELLY, SEAN	KELO1	7/15/2002	ENG		4630 CL COMP LEAVE	91.18	22.59	2,059.76
LAWRIE, CURTIS	LAW02	11/9/1992	BC		4630 CL COMP LEAVE	288.00	29.89	8,608.32
MAIN, CHRIS	MAI01	12/9/1991	CAPT		4630 CL COMP LEAVE	249.53	25.50	6,363.02
MAXSON, JASON	MAX02	6/4/2001	CAPT		4630 CL COMP LEAVE	-	23.76	-
MOUNT, ALBERT	MOU01	3/29/2010	FF		4630 CL COMP LEAVE	96.75	15.67	1,516.07
PALADE, MATT	PAL01	2/23/2009	ENG		4630 CL COMP LEAVE	57.75	18.15	1,048.16
RAPP, ERIC	RAP01	7/23/1998	BC		4630 CL COMP LEAVE	19.23	29.21	561.71
RESENDEZ, BRANDON	RES01	7/30/2001	ENG		4630 CL COMP LEAVE	2.63	20.51	53.94
ROSE, PHILLIP	ROS02	2/12/2001	ENG		4630 CL COMP LEAVE	193.39	22.59	4,368.68
SAISE, ALEJANDRO	SAI01	6/4/2001	CAPT		4630 CL COMP LEAVE	9.67	23.76	229.76
SINGLER, JOHN	SIN01	11/9/1992	CAPT		4630 CL COMP LEAVE	224.75	25.50	5,731.13
SWEENEY, BRYCE	SWE01	1/3/2011	FF		4630 CL COMP LEAVE	186.75	14.92	2,786.31
TOPP, DUSTIN	TOP01	8/1/2005	ENG		4630 CL COMP LEAVE	25.78	21.01	541.64
VANIDERSTINE, BRIAN	VAN01	11/27/2006	ENG		4630 CL COMP LEAVE	99.39	20.01	1,988.79
WEBSTER, DONALD	WEB01	6/23/1997	ENG		4630 CL COMP LEAVE	24.00	23.11	554.64
YOUNGBLOOD, BRIAN	YOU01	6/4/2001	CAPT		4630 CL COMP LEAVE	0.66	24.92	16.52
								51,382.64

EXHIBIT "D"

Calculations will be Updated at the Time of Transition

<u>Employee</u>	<u>Code</u>	<u>DOH</u>	<u>Position</u>	<u>Cat</u>	<u>Code/Description</u>	<u>Balance</u>	<u>Estimated</u>		
							<u>Hrly Rate @</u>	<u>Balance @</u>	<u>Estimated</u>
							<u>11/30/12</u>	<u>12/1/12</u>	<u>Payff</u>
ALBERTSON, KEITH	ALB01	11/27/2006	FF		4630 HO HOLIDAY PAY-FIRE	4.64	18.13	0.50	9.06
BRYANT, ERIK	BRY01	7/15/2002	ENG		4630 HO HOLIDAY PAY-FIRE	172.64	22.61	144.50	3,267.15
BUTOLPH, TIMOTHY	BUT01	1/3/2011	FF		4630 HO HOLIDAY PAY-FIRE	56.32	14.92	27.25	406.57
FISHER, JOSHUA	FIS02	10/25/2006	ENG		4630 HO HOLIDAY PAY-FIRE	52.64	21.01	24.50	514.75
HASEK, BRUCE	HAS01	9/11/1989	BC		4630 HO HOLIDAY PAY-FIRE	69.28	28.46	7.00	199.22
HOLLSTROM, SHANE	HOL01	7/15/2002	CAPT		4630 HO HOLIDAY PAY-FIRE	89.60	24.92	4.25	105.91
KELLY, SEAN	KEL01	7/15/2002	ENG		4630 HO HOLIDAY PAY-FIRE	76.64	22.59	72.50	1,637.78
LAWRIE, CURTIS	LAW02	11/9/1992	BC		4630 HO HOLIDAY PAY-FIRE	93.28	29.89	31.00	926.59
MAIN, CHRIS	MAI01	12/9/1991	CAPT		4630 HO HOLIDAY PAY-FIRE	119.04	25.50	74.25	1,893.38
MAXSON, JASON	MAX02	6/4/2001	CAPT		4630 HO HOLIDAY PAY-FIRE	124.64	23.76	48.50	1,152.36
MOUNT, ALBERT	MOU01	3/29/2010	FF		4630 HO HOLIDAY PAY-FIRE	172.64	15.67	120.50	1,888.24
PALADE, MATT	PAL01	2/23/2009	ENG		4630 HO HOLIDAY PAY-FIRE	100.64	18.15	24.50	444.68
RAPP, ERIC	RAP01	7/23/1998	BC		4630 HO HOLIDAY PAY-FIRE	28.64	29.21	0.50	14.61
RESENDEZ, BRANDON	RES01	7/30/2001	ENG		4630 HO HOLIDAY PAY-FIRE	28.64	20.51	24.50	502.50
ROSE, PHILLIP	ROS02	2/12/2001	ENG		4630 HO HOLIDAY PAY-FIRE	69.28	22.59	7.00	158.13
SAISE, ALEJANDRO	SAI01	6/4/2001	CAPT		4630 HO HOLIDAY PAY-FIRE	84.00	23.76	6.00	142.56
SINGLER, JOHN	SIN01	11/9/1992	CAPT		4630 HO HOLIDAY PAY-FIRE	78.40	25.50	7.75	197.63
SWEENEY, BRYCE	SWE01	1/3/2011	FF		4630 HO HOLIDAY PAY-FIRE	84.00	14.92	6.00	89.52
TOPP, DUSTIN	TOP01	8/1/2005	ENG		4630 HO HOLIDAY PAY-FIRE	60.00	21.01	6.00	126.06
VANIDERSTINE, BRIAN	VAN01	11/27/2006	ENG		4630 HO HOLIDAY PAY-FIRE	84.00	20.01	6.00	120.06
WEBSTER, DONALD	WEB01	6/23/1997	ENG		4630 HO HOLIDAY PAY-FIRE	69.28	23.11	7.00	161.77
YOUNGBLOOD, BRIAN	YOU01	6/4/2001	CAPT		4630 HO HOLIDAY PAY-FIRE	60.00	24.92	6.00	149.52
									14,108.01

EXHIBIT "E"

Calculations will be Updated at the Time of Transition

LAST NAME	FIRST NAME	POSITION	DOB	YRS to 50	DEPT NAME	Previous Cal- Fire Qualified Months of Service	Years of Cal Fire Service Annualized	Mo. TOP Con	Est State Mo Con	Yrs to Purchase	Medical Service Credit Current COST @13,698/yr
Albertson	Keith	FF	07/19/78	15.6	Fire Dept	6	0.5	1,310.79	1,888.26	-	-
Bryant	Eric	ENG	11/07/72	9.9	Fire Dept	0	0.0	1,310.79	1,383.71	4.1	56,161.80
Butolph	Timothy	FF	09/19/80	17.8	Fire Dept	13	1.1	1,310.79	2,253.65	-	-
Fisher ^	Joshua	ENG	02/06/77	14.2	Fire Dept	26	2.2	504.15	730.74	-	-
Hasek*	Bruce	BC	12/25/58	-	Fire Dept	4	20.0	1,310.79	1,382.00	-	-
Hollstrom ^	Shane	CAPT	02/23/77	14.2	Fire Dept	18	1.5	504.15	685.07	-	-
Kelly	Sean	ENG	02/25/71	8.2	Fire Dept	0	0.0	1,008.29	1,018.46	5.8	79,448.40
Lawrie	Curtis	BC	11/09/67	4.9	Fire Dept	0	0.0	1,310.79	1,364.12	11.1	152,047.80
Main	Chris	CAPT	09/10/63	0.7	Fire Dept	7	20.0	1,310.79	1,515.00	-	-
Maxson	Jason	CAPT	04/09/71	8.3	Fire Dept	0	0.0	504.15	535.49	5.7	78,078.60
Mount	Albert	FF	12/12/80	18.0	Fire Dept	0	0.0	1,310.79	2,253.65	-	-
Palade	Matt	ENG	05/28/78	15.5	Fire Dept	7	0.6	1,310.79	1,833.26	-	-
Rapp	Eric	BC	04/11/63	0.3	Fire Dept	19	1.6	1,310.79	1,363.50	16.1	220,537.80
Resendez ^	Brandon	ENG	10/05/78	15.8	Fire Dept	0	0.0	504.15	775.25	-	-
Rose	Phillip	ENG	04/21/71	8.4	Fire Dept	0	0.0	1,008.29	1,018.46	5.6	76,708.80
Saise	Alejandro	CAPT	06/15/73	10.5	Fire Dept	6	0.5	1,310.79	1,323.42	2.0	27,396.00
Singler	John	CAPT	06/15/70	7.5	Fire Dept	0	0.0	1,310.79	1,397.45	7.5	102,735.00
Sweeney	Bryce	FF	03/26/80	17.3	Fire Dept	4	0.3	1,008.29	1,613.61	-	-
Topp	Dustin	ENG	02/03/80	17.2	Fire Dept	0	0.0	1,310.79	2,066.00	-	-
Van Iderstine	Brian	ENG	06/19/75	12.5	Fire Dept	0	0.0	1,310.79	1,404.02	-	-
Webster**	Donald	ENG	09/25/66	3.8	Fire Dept	97	20.0	1,310.79	1,655.48	-	-
Youngblood	Brian	CAPT	04/28/75	12.4	Fire Dept	32	2.7	1,310.79	1,572.83	-	-

* Tier 1 - fully vested

** Tier 2 - 10 years needed

^ Currently waiving benefits

793,114.20

Annual payment on 10 year 0.45% note \$81,288

EXHIBIT "F"

Calculations will be
Updated at the Time
of Transition

6/30/2011

DOR =
53.45 or
30 Years
Service

		Step	CalFire Exp prior to 10/31/10	DOH	Svc Yrs	DOB	
Hasek, B	Battalion Chief	C	Yes	09/11/89			
1 Lawrie, C	Battalion Chief	D	No	11/09/92	18.65	11/09/67	04/10/21
Rapp, E	Battalion Chief	D	Yes	07/23/98			
Hollstrom, S	Captain	F	Yes	07/15/02			
Main, C	Captain	F	Yes	12/09/91			
2 Maxson, J	Captain	F	No	06/04/01	10.08	04/09/71	09/07/24
Saise, A	Captain	F	Yes	06/04/01			
3 Singler, J	Captain	F	No	11/09/92	18.65	08/17/70	11/01/22
Youngblood, B	Captain	F	Yes	06/04/01			
4 Bryant, E	Engineer	F	No	07/15/02	8.96	11/07/72	04/07/26
Fisher, J	Engineer	F	Yes	10/25/06			
5 Kelly, S	Engineer	F	No	07/15/02	8.96	02/25/71	07/25/24
Palade, M	Engineer	B	Yes	02/23/09			
6 Resendez, B	Engineer	E	No	07/30/01	9.92	10/05/78	07/24/31
7 Rose, P	Engineer	F	No	02/12/01	10.38	04/21/71	09/18/24
8 Topp, D	Engineer	E	No	08/01/05	5.92	02/03/80	07/02/33
9 Vaniderstine, B	Engineer	D	No	11/27/06	4.59	06/19/75	11/15/28
Webster, D	Engineer	F	Yes	06/23/97			
Albertson, K	Firefighter	F	Yes	11/27/06			
Butolph, T	Firefighter	B	Yes	01/03/11			
10 Mount, A	Firefighter	C	No	03/29/10	1.25	12/12/80	05/11/34
Sweeney, B	Firefighter	B	Yes	01/03/11			

Paradise 56 hour week - 11/30/12									
Base	Longevity	Special Unit	EMT	Uniform	Holiday Pay	FLSA	Total/ PERSable	PERS Contribution 9%	Total
6,280.21	314.01	329.71	30.00	82.92	485.05	185.46	7,707.36	(693.66)	7,013.70
6,593.25	329.66	346.15	30.00	82.92	509.23	194.70	8,085.91	(727.73)	7,358.18
6,593.25	164.83	337.90	30.00	82.92	438.62	190.07	7,837.59	(705.38)	7,132.21
5,625.01	140.63	288.28	30.00	82.92	374.21	162.16	6,703.20	(603.29)	6,099.91
5,625.01	281.25	295.31	30.00	82.92	434.44	166.11	6,915.05	(622.35)	6,292.70
5,625.01	140.63	-	30.00	82.92	356.39	154.43	6,389.38	(575.04)	5,814.33
5,625.01	140.63	-	30.00	82.92	356.39	154.43	6,389.38	(575.04)	5,814.33
5,625.01	281.25	295.31	30.00	82.92	434.44	166.11	6,915.05	(622.35)	6,292.70
5,625.01	140.63	288.28	30.00	82.92	374.21	162.16	6,703.20	(603.29)	6,099.91
5,098.43	127.46	261.29	30.00	82.92	339.18	146.98	6,086.26	(547.76)	5,538.49
5,098.43	-	-	30.00	82.92	315.15	136.56	5,663.06	(509.68)	5,153.38
5,098.43	127.46	261.29	30.00	82.92	339.18	146.98	6,086.26	(547.76)	5,538.49
4,195.71	-	209.79	30.00	82.92	272.31	118.00	4,908.73	(441.79)	4,466.95
4,855.76	121.39	-	30.00	82.92	307.65	133.31	5,531.04	(497.79)	5,033.24
5,098.43	127.46	261.29	30.00	82.92	339.18	146.98	6,086.26	(547.76)	5,538.49
4,855.76	-	242.79	30.00	82.92	315.15	136.57	5,663.19	(509.69)	5,153.50
4,625.23	-	231.26	30.00	82.92	300.19	130.08	5,399.69	(485.97)	4,913.71
5,098.43	254.92	267.67	30.00	82.92	393.77	150.56	6,278.27	(565.04)	5,713.23
4,399.55	-	-	30.00	82.92	271.95	117.84	4,902.26	(441.20)	4,461.06
3,620.59	-	-	30.00	82.92	223.80	96.98	4,054.29	(364.89)	3,689.40
3,802.59	-	-	30.00	82.92	235.05	101.85	4,252.41	(382.72)	3,869.69
3,620.59	-	-	30.00	82.92	223.80	96.98	4,054.29	(364.89)	3,689.40

120,677.02

EXHIBIT "F"

Calculations will be
Updated at the Time
of Transition

Cal Fire 72 hour week - 11/30/12											Cal Fire - TOP	Retirement Benefits			Service Credit	
	Base	Longevity	Hazmat	Bilingual \$100	Education	Uniform	EDWC	Total/ PERSable	PERS Contribution 10%	Total	Difference	TOP Retire Age 53.45 or 30 Service Yrs 3% @ 50	Cal Fire Retire Age 53.45 OR 30 Service Yrs 3% @ 55	CalFire - TOP	Yrs of Service Credit Needed	Cost
Hasek, B	5,869.00	293.45			75.00	69.17	2,518.00	8,824.62	(882.46)	7,942.16	928.46					
1 Lawrie, C	5,869.00	176.07	150.00		75.00	69.17	2,577.00	8,916.24	(891.62)	8,024.62	566.44	84,217.00	90,555.00	6,338.00		
Rapp, E	5,869.00	-			75.00	69.17	2,518.00	8,531.17	(853.12)	7,678.05	545.84					
Hollstrom, S	4,609.00	-			75.00	69.17	2,550.00	7,303.17	(730.32)	6,572.85	472.94					
Main, C	4,609.00	138.27			75.00	69.17	2,550.00	7,303.17	(730.32)	6,572.85	472.94					
2 Maxson, J	4,609.00	-			75.00	69.17	2,550.00	7,441.44	(744.14)	6,697.30	404.60					
Saise, A	4,609.00	-			75.00	69.17	2,550.00	7,303.17	(730.32)	6,572.85	758.52	54,653.00	59,951.00	5,298.00		
3 Singler, J	4,609.00	138.27			75.00	69.17	2,550.00	7,303.17	(730.32)	6,572.85	758.52					
Youngblood, B	4,609.00	-	150.00		75.00	69.17	2,550.00	7,441.44	(744.14)	6,697.30	404.60	74,683.00	77,142.00	2,459.00		
4 Bryant, E	4,003.00	-			75.00	69.17	2,626.00	7,529.17	(752.92)	6,776.25	676.34					
Fisher, J	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	191.96	52,498.00	52,514.00	16.00		
5 Kelly, S	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	577.07					
Palade, M	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	191.96	48,697.00	48,816.00	119.00		
6 Resendez, B	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	1,263.51					
7 Rose, P	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	697.21	59,729.00	64,617.00	4,888.00		
8 Topp, D	4,003.00	-			75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	191.96	52,967.00	53,198.00	231.00		
9 Vanderstine, B	4,003.00	-	150.00		75.00	69.17	2,220.00	6,367.17	(636.72)	5,730.45	576.95	57,559.00	61,134.00	3,575.00		
Webster, D	4,003.00	200.15			75.00	69.17	2,297.00	6,594.17	(659.42)	5,934.75	1,021.04	43,121.00	49,735.00	6,615.00		
Albertson, K	3,509.00	-			75.00	69.17	2,220.00	6,567.32	(656.73)	5,910.59	197.36					
Butolph, T	3,509.00	-			75.00	69.17	1,950.00	5,603.17	(560.32)	5,042.85	581.80					
10 Mount, A	3,509.00	-			75.00	69.17	1,950.00	5,603.17	(560.32)	5,042.85	1,353.45					
Sweeney, B	3,509.00	-			75.00	69.17	1,950.00	5,603.17	(560.32)	5,042.85	1,173.16	37,363.00	45,961.00	8,598.00		
							150,737.95			135,664.16	14,987.14					

EXHIBIT "G"

PARTIAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF PARADISE AND THE PARADISE FIREFIGHTERS ASSOCIATION

WHEREAS, the prior Memorandum of Understanding between the Town of Paradise and the Town of Paradise Firefighters Association expired on December 31, 2011 except that pursuant to Section 2.1 its terms remain in effect until there is a subsequent Memorandum of Understanding between the parties or an impasse; and

WHEREAS, the Town and the Association have met and conferred as to the medical plan for the Association employees, which has resulted in their agreement concerning a cap on the amount to be paid by the Town for the medical plan; and

WHEREAS, the Town and the Association wish to implement the cap on the medical plan, even though other terms and conditions for a subsequent Memorandum of Understanding are still subject to further negotiations.

NOW THEREFORE, the Town and the Association agree as follows:

1. Notwithstanding Section 5.3 or any other provision in the prior Memorandum of Understanding between the Town and the Association, the Town Share of the premiums for a medical plan for the Association employees shall be as follows:

5.3 MEDICAL PLAN

- A. All employees shall enroll in an available medical plan in accordance with PERS and Town regulations. Each employee shall pay all administrative fees required by the PERS medical program.
- B. Effective following adoption of this Partial Memorandum of Understanding, the Town agrees to pay monthly a portion of the premiums for a medical plan, up to, but not exceeding the following amounts.

Town Share Cap

Employee	\$ 504.15
Employee plus one	\$1,008.29
Employee plus two or more	\$1,310.79

Any premium cost in addition to the above Town Share Caps shall be paid by employees.

2. All other provisions within the prior Memorandum of Understanding shall remain in effect until there is a subsequent Memorandum of Understanding between the Town and the Association. Any conflicts with the prior Memorandum of Understanding shall be controlled by this Partial Memorandum of Understanding.
3. This Agreement shall become effective upon the Town of Paradise signing a Service Contract with Cal Fire that reflects the terms and conditions of the Transitional MOU between the Town of Paradise and the Paradise Firefighters Association.

Town Manager _____ Date 9/6/12 Association 