

1999-5071

INTRODUCED BY: CHRIS A. TREGRE, PARISH PRESIDENT
(Department of Finance)

RESOLUTION NO. 4734

A Resolution approving a Master Services Agreement and an ACH Origination Service Addendum for TOWERACH with Hibernia National Bank to initiate electronic fund transfers for automated direct payroll deposits and authorizing the Director of Finance to execute said agreement.

WHEREAS, There is a need for the Parish of St. Charles to enter into an electronic funds transfer agreement with Hibernia National Bank to provide automated direct payroll deposit services to St. Charles Parish employees.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA:

SECTION I. That the attached Master Services Agreement and an ACH Origination Service Addendum for TOWERACH with Hibernia National Bank is hereby approved.

SECTION II. That the Director of Finance is authorized to execute the attached agreement and addendum.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, MINNICH, CHAMPAGNE, ABADIE, AUTHEMENT, DUHE

NAYS: NONE

ABSENT: ALEXANDER, JOHNSON, SIRMON

And the resolution was adopted on this 20th day of December, 1999, to become effective five (5) days after publication in the Official Journal.
RAB/dg

CHAIRMAN: [Signature]

SECRETARY: [Signature] vs

DLVD/PARISH PRESIDENT: 12-21-99

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-21-99

AT: 1:35 PM RECD BY: [Signature]

ACH ORIGATION SERVICE ADDENDUM FOR TOWERACH

This ADDENDUM describes Hibernia National Bank's ("Bank") TOWER-ACH Origination Service selected by Customer and incorporated into the Treasury Management Master Services Agreement (the "Master Services Agreement").

SECTION 1. THE SERVICE. Customer will participate in the banking industry's funds transfer system using "paperless" entries. This system is designed to supplement the present check handling system by utilizing the capabilities of the National Automated Clearing House Association ("NACHA"). To participate in the electronic payments exchange made possible by NACHA, all participants must follow uniform and consistent procedures. Therefore, as a condition to participating in the flow of debits and credits through participating banks, Customer and Bank agree as follows:

- A. **Settlement Account.** Customer will maintain a checking account (the "Settlement Account") at Bank with collected balances sufficient to offset any electronic entries submitted and against which any rejected electronic entries may be credited or debited. The Settlement Account may be any Demand Deposit Account of Customer and will be identified on the Operating Instructions attached hereto and incorporated herein by reference as Schedule A.
- B. **Operating Rules.** Customer agrees to process all of its ACH entries with Bank in accordance with the NACHA Operating Rules (the "Operating Rules"), as amended from time to time, and in accordance with applicable federal laws and regulations. Upon execution of this Addendum, Bank will furnish Customer with a copy of the Operating Rules, and all amendments or revisions to the Operating Rules. Bank will furnish revised Operating Rules annually upon Customer's written request and at Customer's expense.
- C. **Preparation and Submission of Entries.** All entries initiated by Customer will be authorized and submitted in accordance with the requirements of the Operating Rules and pursuant to the specifications of the Operating Instructions attached hereto as Schedule A. Any entries submitted that are not pursuant to said specifications may not be processed by Bank. Customer represents and warrants: (a) that each entry it initiates is for a sum due and owing to Customer or the Beneficiary; (b) that each entry it transmits is timely, authorized and prepared in accordance with instructions set forth in the Operating Rules; (c) that the authorization for such entry has not been revoked or terminated by Beneficiary; (d) that the Beneficiary's authorization has not been terminated in whole or part by operation of law; and (e) that Customer's procedures comply in all respects with applicable law and with the Operating Rules.
- D. **Rejected Entries.** Upon notification from NACHA or any receiving bank that any entries initiated by Customer have been rejected, entries will be returned and appropriately credited or debited to Customer's Settlement account. Bank assumes no other responsibility with respect to such rejected and returned entries and Customer is responsible for remaking and resubmitting said entries or otherwise handling the transactions.
- E. **Release of Entries.** Customer will release entries to Bank, according to the specifications on Schedule A. Entries must be received by the dates and times as indicated on Schedule A. Failure of Customer to deliver the entries as scheduled may result in a one (1) banking day delay in processing. Customer bears all responsibility and liability for the condition of the entries as released to Bank.
- F. **Customer and Employee Authorizations.** Customer will obtain written authorization from any individual or entity (the "Beneficiary") before initiating any debit or credit entry to the Beneficiary's account. All authorization forms must be retained by Customer for a period of six (6) years after termination of the authorization, and Customer will provide a copy of Beneficiary's authorization to any institution participating in NACHA upon request. Customer agrees that each Beneficiary's authorization for debit entries that vary in amount will be in accordance with the Operating Rules.
- G. **Deletions.** Transactions released in error by Customer may possibly be deleted by Bank upon receipt of a proper written request and depending upon the timing of the request. A fee equal to Bank's current stop payment fee will be effected per deletion.
- H. **Prenotification.** Customer may originate a prenotification at any time. Prenotifications are non-dollar test entries used to ensure ACH entries contain accurate identification of receiving institution and individual's account. However, if Customer

chooses to transmit prenotification entries, it may not initiate live dollar entries until at least six (6) banking days following the Settlement Date of the prenotification entry. The prenotification must carry an appropriate Effective Entry Date, which is not the date of the first live entry, to be processed through the ACH system.

- I. **Resubmission of Prenotification.** If Customer's prenotification entry is rejected by a receiving bank and Customer is so notified, Customer must correct the reason for rejection, resubmit another prenotification entry and wait the prescribed period before submitting any other entries.
- J. **Cancellation.** Customer shall have no right to cancel any entry/file after its receipt by Bank. However, Bank shall use reasonable efforts to act on a written request by Customer to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry provided Bank receives Customer's written request within such time as allows Bank to make the cancellation. Any such request shall comply with the security procedures described in this Addendum. Bank shall have no liability if it fails to effect the cancellation. A fee equal to Bank's current stop payment fee will be effected per cancellation or amendment.
- K. **Notice of Returned Entries.** Bank shall notify Customer by mailing a receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. Bank shall have no obligation to re-transmit a returned entry if Bank complied with the terms of this Addendum with respect to the original party.
- L. **Notification of Change.** Bank will notify Customer by mail of all Notifications of Change received no later than two (2) banking days after the receipt of the entries. Customer agrees to make the changes submitted within six (6) banking days of the settlement date of the original entry or before the next live dollar entry, whichever is later. If the Notification of Change is incorrect, Customer will generate a refused Notification of Change and deliver it to Bank.
- M. **Reversals.** Customer may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Operating Rules. In doing so, Customer warrants that it has initiated the entries or files within five (5) banking days of the original entry or entries and within 24 hours of discovery of the error. Reversing entries must be initiated within five (5) banking days of the original entry and the account holder of the reversing entry must have been notified of the reversal, and the reason for the reversal, no later than the Settlement Date of the reversal. For both reversing entries and files, Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.
- N. **Inconsistency of Name and Account Number.** Customer acknowledges that, if any entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.
- O. **Test Input.** Customer agrees to provide a test transmission to Bank at least five (5) banking days prior to the prenotification of the first "live" entries.

By execution of this Addendum, Customer acknowledges its review and acceptance of this Addendum.

HIBERNIA NATIONAL BANK

Bank

Parish of St. Charles

Customer

 Authorized Signature

 Authorized Signature

 Print Name

 Print Name

 Title

 Title

 Date

 Date

SCHEDULE A - TowerACH SERVICE

3a.	Customer Operations Contacts:	Primary Name: <u>J. Charles Oubre, III</u> Title: <u>Senior Accountant</u> Phone: <u>(504) 783-5000</u> FAX: <u>(504) 783-2187</u>
3b.	Secondary Name:	<u>Carey Rochelle</u> Title: <u>Accountant II</u> Phone: <u>(504) 783-5000</u> FAX: <u>(504) 783-2187</u>
4.	Hibernia National Bank	Treasury Management Client Services 888-822-2274 (M-F 6 a.m. - 6 p.m. CT)
5.	Minimum System Requirements:	<input type="checkbox"/> Pentium PC (166 CPU, 32MB RAM, 600 x 800 monitor resolution) <input type="checkbox"/> Windows 95, 98, NT with Dial-Up Networking installed <input type="checkbox"/> Web Browser: Internet Explorer 3.02 or 4.01 with SP1; Netscape 4.5 <input type="checkbox"/> 56K BAUD Modem (V.90 compliant recommended) <input type="checkbox"/> Dedicated Telephone Line <input type="checkbox"/> Microsoft Word or Word Viewer
6.	ACH Software:	<input checked="" type="checkbox"/> TowerACH <input type="checkbox"/> TowerACH Validator
8.	Release of Transactions:	ACH transactions should be released to Bank between the hours of 8:00 a.m. CT and 4:00 p.m. CT. The release must be received at least two (2) days prior to effective entry date of credits originated and/or at least one (1) day prior to effective entry date of debits originated. ACH debits and credits originated in response to communications received after such cutoff times may be delayed by one banking day. Bank will not be held responsible for any delays resulting from communication problems occurring in the release from Customer to Bank.
9.	Delivery Date of First "Live" Entries:	
10.	License Fee:	<u>500.00</u> TowerACH license, setup & training charge (<i>one-time fee</i>) <u> </u> TowerACH Validator license, setup & training charge (<i>one-time fee</i>) <u> </u> TowerACH for Small Business license, setup & training charge (<i>one-time fee; limited to 50 transactions per month</i>)
	Monthly Maintenance Fee:	<u>\$ 35.00</u> Monthly maintenance fee
	Additional Fees:	\$ 25.00 monthly fee for Return Notification by fax or PC \$ 50.00 per hour on-site technical support calls \$ 25.00 per late file transmission \$ 2.00 per ACH Return Item \$.10 per ACH item \$ 10 per DTC or PAC item \$.01 per Addenda Record

All fees are charged to Account Analysis

SCHEDULE B AUTHORIZED USERS

USERS (Please print.)				System Rights (Select only one. See explanation below.)		
TNET User Code	First Name	Last Name	Daily ACH Dollar Limits	Operator (Data Entry & Reporting Only)	Supervisor (Batch Release & Reporting Only)	Administrator (Full Rights)
	J. Charles	Oubre, III	\$650,000	<input type="checkbox"/>	<input type="checkbox"/>	X
	Carey	Rochelle	\$650,000	<input type="checkbox"/>	<input type="checkbox"/>	X
	Ellen	Cancienne	\$650,000	<input type="checkbox"/>	X	<input type="checkbox"/>
	Angie	Sierra	\$650,000	X	<input type="checkbox"/>	<input type="checkbox"/>
	Sandy	Dufrene	\$650,000	X	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* If you are a TowerNET or TABBSnet user, please print your 4-character user code in this column. If you are not, leave this column blank.

Authorized Signature:	Title: Finance Director
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To Be Completed by Hibernia National Bank:

Firewall Security:	Customer ID:	Firewall Password:	
TowerNET Access Code:	Customer Code:	Customer Password:	
Materials Mailed	<input type="checkbox"/> Cover Letter <input type="checkbox"/> User Setup Sheet(s) <input type="checkbox"/> Tips Sheet <input type="checkbox"/> Holiday Calendar		
	<input type="checkbox"/> Software: IE and/or Word Viewer (if required) <input type="checkbox"/> Quick Reference Guide <input type="checkbox"/> ACH Rules Book & ACH Rules Quick Reference <input type="checkbox"/> Sample Distribution Entries List Report		
Treasury Processed By:		Date:	
ACH Processed By:		Date:	
Treasury Installed By:		Date:	

System Rights:

Operator: An Operator can add, delete, edit or report on databases and batches. However, an Operator is not authorized to release or unrelease a batch to the Bank.

Supervisor: A Supervisor can release or unrelease a batch and create a report on a batch. However, a Supervisor is not authorized to add, delete or edit databases and batches.

Administrator: An Administrator has full rights to the System, which is all of the rights assigned to both an Operator and to a Supervisor.