

## PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (this "Agreement") is entered into effective August 6, 2009 (the "Effective Date") by and between U.S. Bank National Association, a national banking association ("U.S. Bank") and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska (the "City of Lincoln").

### RECITALS

**WHEREAS**, U.S. Bank and the State of Nebraska (the "State") entered into that certain Stored Value Card Agreement dated as of April 1, 2009, the "Nebraska Card Agreement").

**WHEREAS**, the City of Lincoln wishes to enter into an agreement with U.S. Bank involving the issuance of Visa-branded prepaid debit card products to certain employees.

**WHEREAS**, U.S. Bank is willing to issue such cards and perform services related thereto, pursuant to the terms and conditions of this Agreement.

**WHEREAS**, each of City of Lincoln and U.S. Bank wishes to enter into such an agreement and to incorporate the terms and conditions of the Nebraska Card Agreement to govern such agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Incorporation of State of Nebraska Card Agreement. The parties hereto agree to incorporate the definitions, terms and conditions of the Nebraska Card Agreement, including without limitation, all obligations of confidentiality set forth therein. In the event of conflict between the terms and conditions of the Nebraska Card Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. Each reference in the Nebraska Card Agreement to the State shall be deemed to be a reference to the City of Lincoln, and all rights and obligations of the State shall be deemed to be a right and obligation of the City of Lincoln.

2. Program Launch. Notwithstanding anything to the contrary contained in the Nebraska Card Agreement, the term "Program Launch" as used with respect to this Agreement shall mean the date that the City of Lincoln commences offering the Program to Recipients.

3. Certain Fees Applicable to Cardholders. Notwithstanding anything to the contrary contained in the Nebraska Card Agreement, U.S. Bank shall charge Cardholders certain fees as set forth on Exhibit A attached hereto.

4. Notice. Any notice permitted or required to be given under this Agreement shall be in accordance with notice requirements set forth in the Nebraska Card Agreement, and shall be addressed to a party at the address set forth on the signature page hereof.

5. Representations and Warranties. As of the date hereof, U.S. Bank reasserts its representations and warranties as set forth in the Nebraska Card Agreement. As of the date hereof, the City of Lincoln represents and warrants to U.S. Bank as follows:

(a) It is a political subdivision of the State of Nebraska and has reviewed the Nebraska Card Agreement and agrees to be bound by the terms and conditions contained therein.

(b) Any department or agency within the City of Lincoln whose Recipients receive a Card pursuant to this Agreement is a validly established department or agency of the City of Lincoln and is authorized by law to participate in this Agreement.

(c) The City of Lincoln has the power and authority to enter into and perform under this Agreement. This Agreement has been approved by all necessary actions and will constitute a valid and binding obligation of the City of Lincoln and be enforceable in accordance with the terms hereof.

(d) There are no material actions, suits or proceedings pending or threatened against the City of Lincoln, which would adversely affect the ability of the City of Lincoln to perform its obligations under this Agreement.

(e) The execution and performance of this Agreement by the City of Lincoln will not violate any organizational or similar documents of the City of Lincoln, or any material contract or other instrument to which the City of Lincoln is a party or by which it is bound.

(f) The person executing this Agreement on behalf of the City of Lincoln is duly authorized to do so.

6. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for the same term as the Nebraska Card Agreement.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date set forth above.

U.S. BANK NATIONAL ASSOCIATION

By: John Gable

Name: John Gable

Title: Vice President

Address for Notice:

U.S. Bank National Association  
200 South Sixth Street, EP-MN-L30A  
Minneapolis, MN 55402  
Attn: SVP – Prepaid Debit Products

THE CITY OF LINCOLN

By: \_\_\_\_\_

Name: CHRIS Beutler

Title: Mayor

Address for Notice:

Mayor of the City of Lincoln  
Mayor's Office  
555 South 10<sup>th</sup> St., Suite 208  
Lincoln, Ne 68508

**EXHIBIT A TO  
PREPAID DEBIT CARD AGREEMENT**

<b>Cardholder Service</b>	<b>Schedule 1 Cardholders located in NE</b>	<b>Schedule 2 Cardholders located in U.S.</b>	<b>Comments</b>
Initial Card Issuance	<b>\$0.00</b>	<b>\$0.00</b>	
Call to Activate Card	<b>\$0.00</b>	<b>\$0.00</b>	
Monthly Account Fee	<b>\$0.00</b>	<b>\$0.00</b>	
Point of Sale Fees debit transactions	<b>\$0.00</b>	<b>\$0.00</b>	Never a POS fee
Point of Sale Fees – PIN-based transactions (including “cash back” transactions)	<b>\$0.00</b>	<b>\$0.00</b>	Never a POS fee
<b>ATM Withdrawal Surcharge</b> ATM’s owned by bidder	<b>\$0.00</b>	<b>\$0.00</b>	<b>Over 15,000 U.S. Bank / MoneyPass / InterCept ATMs Nationwide</b> <b>112 convenient locations in Nebraska</b>
ATM networks utilized by bidder	<b>\$0.00</b>	<b>\$0.00</b>	<b>MoneyPass &amp; InterCept branded ATMs are owned by U.S. Bank</b>
All other ATMs	<b>Estimated \$1.50 - \$2.00</b>	<b>Estimated \$1.50 - \$2.00</b>	<b>ATM surcharges are controlled by the ATM owner. Typical surcharges will range from \$1.50 to \$2.00</b>
<b>ATM Withdrawal Service Fee</b> ATM’s owned by bidder	<b>\$0.00</b>	<b>\$0.00</b>	<b>Over 15,000 U.S. Bank / MoneyPass / InterCept ATMs Nationwide</b> <b>112 convenient locations in Nebraska</b>
All other ATMs	<b>\$0.00 - \$1.25 1 free per/mo</b>	<b>\$0.00 - \$1.25 1 free per/mo</b>	<b>ATM service fees are controlled by the card issuer. As such, U.S. Bank will waive the service fee one time per month for cardholders that choose to utilize any Visa/PLUS branded ATM in the world – 400,000 nationwide, 1.2 million worldwide, and 2,650 Nebraska locations (ATM “owner-imposed” surcharge may apply)</b> <b>This service fee free coverage will be especially useful to claimants in rural areas of Nebraska</b>
Cash Withdrawal Fee (at bank teller)	<b>\$0.00</b>	<b>\$0.00</b>	<b>Any financial institution in the United States that processes Visa cash advance transactions – over 14,000 institutions, and over 98,000 branches – 1,085 locations in Nebraska. This service is not limited only to U.S. Bank branches</b>
Customer Service – VRU balance inquiries	<b>\$0.00</b>	<b>\$0.00</b>	<b>Unlimited</b>
Online website access to balances, account history, etc.	<b>\$0.00</b>	<b>\$0.00</b>	<b>Unlimited</b>
<b>Customer Service</b> IVR/ARU menu calls	<b>\$0.00</b>	<b>\$0.00</b>	<b>Available 24x7x365</b> <b>Unlimited use for card activation, PIN</b>

			selection/change, balance inquiry and transaction history
Live representative calls	\$0.00	\$0.00	Available 24x7x365 - Multilingual Unlimited use to report card lost/stolen, issue resolution, account questions
<b>Statement Fees</b> Paper statement	\$0.00	\$0.00	Mailed to cardholder's home address unless cardholder chooses to opt out
Online statement	\$0.00	\$0.00	Unlimited use for balance inquiry, transaction history, PIN change or view previous 12 months of statement history
ATM Balance Inquires	\$0.00	\$0.00	Any Visa/PLUS branded ATM in the world – 400,000 nationwide, 1.2 million worldwide, and 2,650 Nebraska locations
ATM Declines	\$0.00	\$0.00	Unlimited
Transfer of Funds to a cardholder bank account outside the bidder entity	\$2.00	\$2.00	Through a CSR, cardholders may transfer funds to another bank account. Two (2) business days process
Transfer of Funds to another card held by the same cardholder also with the same bidder (under the programs awarded thru this RFP)	\$0.00	\$0.00	This service is not available today, however U.S. Bank wishes to discuss the exact needs of Nebraska in order to tailor a solution – example, should all or only some EPC programs have this capability?
Monthly Inactivity Fee *Bidder must specify at what timeframe fee is charged	\$2.00/mo	\$2.00/mo	After 270 consecutive days of inactivity – no deposits, no transactions
Emergency Card Replacement (2 business days) – 1 <sup>st</sup> time	\$15.00	\$15.00	Covers expedited shipping costs
Emergency Card Replacement (2 business days) – additional replacements beyond 1st	\$15.00	\$15.00	Covers expedited shipping costs
Non-emergency Card – 1 <sup>st</sup> time Replacement (3-5 business days)	\$0.00	\$0.00	Unlimited
Non-emergency Card – additional replacements beyond 1st Replacement (3-5 business days)	\$0.00	\$0.00	Unlimited
Account Overdraft Fee *The bidder shall specify any circumstance that this fee is waived for cardholders	\$0.00 – 1 <sup>st</sup> time waived	\$0.00 – 1 <sup>st</sup> time waived	First fee waived, \$10.00 per occurrence thereafter
Statement Replacement	\$0.00	\$0.00	Cardholders may call and request a specific statement from customer service, or print up to 12 prior statements themselves from the online cardholder website
Home Bill Payment Services	\$0.99/per payment	\$0.99/per payment	
Contactless Card	TBD	TBD	Please see our answer to Technical Requirement 13.4
Card Sleeves – Per Program	Not available	Not available	U.S. Bank proposes custom card

			<b>designs as an alternative solution</b>
Other Services & Fees Foreign Currency Conversion	<b>3% of transaction amount</b>	<b>3% of transaction amount</b>	<b>Applies to use of card outside of the United States</b>
Other Services & Fees POS Decline	<b>\$0.00</b>	<b>\$0.00</b>	<b>Unlimited</b>
Other Services & Fees Text or Email Account Messaging	<b>TBD</b>	<b>TBD</b>	<b>Future functionality currently under development. Fee, if any, yet to be determined</b>

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The Nebraska Card Agreement which is referenced in the City's Prepaid Debit Card Agreement is on file with the City Clerk.