

Baraboo State Bank
Positive Pay Services Agreement

This agreement is made this the _____ day of January, 2025 between: **Baraboo State Bank** ("Bank") and **Sauk County Clerk of Courts** ("Customer") for the purpose of providing Positive Pay Services ("Service") as selected by the Customer on the Set-Up Form (Schedule A).

1) **Meaning** of some words in this agreement:

- a) "We," "us," "our," and "ours" mean Baraboo State Bank, 101 Third Ave, P.O. Box 50, Baraboo, WI 53913.
- b) "You," "your," and "yours," mean any corporation, partnership, limited liability company or other business organization, or any city, town, village, school district or other governmental body, that enrolls in Positive Pay.
- c) "Account" means any account of yours, maintained by the Bank, which is covered under this Agreement in Schedule A.
- d) "Business Day" means any day Monday through Friday except Federal Reserve holidays.
- e) "Check Issued File" means the record describing checks written by you that are submitted to the Bank for the Account on file.
- f) "Exception Item" means a Presented Item that does not match an item in your Check Issued File.
- g) "Item Review" means a report or record describing Exception Item(s) which is provided to you by the Bank.
- h) "Item" means any Check that has cleared or attempted to clear your Account or is listed in either the Item Review or Check Issued File that you have submitted to the Bank.
- i) "Pay Request" means your instruction to the Bank to pay an item on the Item Review.
- j) "Presented Item" means a check or other item drawn on your Account and presented to us for payment through the Federal Reserve.
- k) "Return Request" means the instructions you have given the Bank not to pay an Exception Item.

2) **Next Day Positive Pay Service.** Positive Pay (the "Service") is designed to reduce the likelihood that an unauthorized check will be paid against your Account. You will submit electronic files to the Bank that identify checks that have been validly issued by you that have been authorized against your Account. As checks are presented for payment, we will match the incoming checks against the file(s) of issued items. Checks that do not match the check numbers and/or dollar amounts of validly issued items provided by you will be reported electronically back to you by the Bank as an Exception Item. This will enable you to instruct us when to return checks drawn on your Account that appear to be counterfeit, altered, or are otherwise not validly issued by you. The Service is available only through our Cash Management Online Banking.

- a) The Check Issue File includes the check number, dollar amount, payee, issued date, and account number ("Information") for each check issued by Customer against an account maintained by Customer with Bank which is subject to the Service. The Check Issue File must be transmitted to Bank immediately following Customer's issuance of the corresponding checks but, in any event, not later than 4:00 p.m. CST.
- a) As the checks are presented to the Bank through regular banking channels and provisionally paid, Bank's account reconciliation system will compare the Information to the check number and dollar amount of the checks presented to the Bank and provisionally paid. If the Information matches the check number and dollar amount of a provisionally paid check, then the check will remain paid without verification of any other aspect of the check, in accordance with the Bank's standard procedures for processing checks subject to the Next Day Positive Pay Service. Customer and the Bank acknowledge and agree that verifying only the check number and dollar amount prior to payment of a check is commercially reasonable. The comparison performed by

the Bank's account reconciliation system on each banking day will be performed with respect to checks presented for payment the previous banking day.

- 3) **File Transmission Requirements.** You must transmit the Check Issued File in the file format provided by the Bank through our Cash Management Online Banking.
- 4) **Item Review.** On each Banking Day, the Bank will generate an Item Review report of checks provisionally paid for which the Bank does not have Information. Bank will compare the check numbers and dollar amounts of all checks listed in the Check Issued File received from you to checks presented for payment on the Account(s). Bank will then prepare an Item Review for the prior Business Day on each Account for which you have requested the Service. The Item Review will list any check that meets the following descriptions:
 - a) Invalid amount - The issued check amount doesn't match the amount presented for payment.
 - b) Paid No Issue - A presented check that has not been issued yet is trying to clear.
 - c) Voided Item - A check is being presented that the business has voided.
 - d) Duplicate Item - a duplicate of a previously paid item,
 - e) Stale Date - A check that is presented for payment more than 180 days post the issue date.
 - f) Dormant Item - A check that is presented for payment more than 365 days post the issue date.
 - g) Zero Serial Number - The presented check has a serial number with one or multiple zeros.
- 5) **Altered Items.** The Service is not intended to prevent payment of checks that are properly written and issued by you but are thereafter altered (other than the dollar amount) or otherwise misappropriated. For example, the Service will not prevent the payment of a check that is altered by changing the name of the payee after its issuance or bears a forged endorsement.
- 6) **Responsibility for Payment.** Customer hereby assumes the sole responsibility for determining if checks presented for payment from the Accounts are authorized to be paid from such Accounts. Instructions received by the Bank to return checks or to allow checks to remain paid (whether received in a Response Report or otherwise) which purport to have been transmitted or authorized by the Customer, will be deemed effective as the Customer's instructions for those items. If Online Banking is not available or otherwise operational, Customer may fax the Response Report to the Bank and the Bank is entitled to rely on such faxed Response Report if the Bank accepts it in good faith, even if such faxed Response Report was unauthorized. Customer will ensure that only its authorized representatives will fax Response Reports to the Bank and the Bank shall not be responsible or incur any liability in connection with acting on any unauthorized Response Reports.
- 7) **Deadlines.**
 - a) **File Transmission Deadline.** You must provide us with the Check Issued File(s) via the Positive Pay system through Cash Management Online Banking no later than 4:00 PM CST on a Banking Day. You may send more than one file per day. A Check Issue File received after this time may be regarded as transmitted the next banking day.
 - b) **Pay/Return Decision Deadline.** Each Banking Day, the Item Review will be made available to Customer through Bank's Online Banking. It is the Customers' sole and exclusive responsibility to conscientiously and promptly check the Exceptions on their Online Banking. The Bank must receive from Customer by 11:00 a.m. CST on the same day the Item Review has been made available a Return Request indicating the check(s) which the Customer wants the Bank to return unpaid; all other checks will be paid to the Account on which they are drawn. If the Bank does not receive a timely Return Request, for any reason, including but not limited to a failure within the Service outlined above, or due to any force majeure, then all checks described in the Item Review will be authorized and paid per standard banking procedures. We shall not be required to verify checks on the Item Review against previously cleared or posted items.

- 8) **Services Fees and Additional Charges.** All service fees and additional charges are outlined in Schedule B of this Agreement. You agree to pay such charges and authorize us to deduct the calculated amount from your designated payment account for the payment amounts as well as any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for all fees, service charges or data usage amounts that may be assessed by your internet or telephone provider.
- 9) **Reservation of Rights.** The Bank reserves the right to modify the fee for Positive Pay or the rules, included but not limited to the reporting timelines, stated in this Agreement at our discretion by providing written notice to you by fax, email or mail at least thirty (30) days prior to implementing the change. Fees not quoted for Services rendered will be billed at the then current charge imposed by the Bank for such Services.
- 10) **Provisions of Services.** The services to be provided to you shall include only the services expressly set forth in the Agreement. This Agreement supplements the other terms and conditions set forth in the Bank's Cash Management Online Banking Agreement. To the extent that there is any conflict between the terms of this Agreement and the Cash Management Online Banking Agreement, this Agreement will govern. The Bank has the right to determine, in our sole discretion, the nature and extent of the services to be provided. The services described herein are the sole property of the Bank and any third party vendors utilized to provide the service. You shall have no rights to the services, other than those rights expressly granted under this Agreement.
- 11) **Termination.**
- a) Customer may terminate this Agreement at any time by providing written notice to us. Such termination shall be effective on the Banking Day following the day of Bank's receipt of the cancellation notice or such later date as is specified in that notice.
 - b) Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to submissions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.
- 12) **Limitation on Liability and Indemnification.** In addition to the limits on liability otherwise set forth in the Agreement, in no event shall the Bank be liable hereunder for any loss, damage, claims or other liability relating to wrongful dishonor or to Bank's or Customer's actions with respect to payment or return of any check in accordance with the terms of this Agreement. The Customer hereby agrees to indemnify and hold the Bank harmless from and against any and all claims of third parties, loss or damage of any nature whatsoever (including, but not limited to, attorney's fees and court costs) arising directly or indirectly from the Customer's use of the Services, the bank's actions under this Agreement or any other matters related to this Agreement, including the payment or return of any check under or in accordance with the terms of this Agreement, provided, however, that the Customer shall not be obligated to indemnify the Bank for loss or damage attributable to Bank's negligence or willful misconduct. This indemnity will survive the termination of this Agreement.
- 13) **Warranties.** YOU UNDERSTAND THAT THE BANK DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY


RELATED SOFTWARE, OR THE BANK'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

- 14) **Headings.** Headings are used for reference purposes only and shall not be deemed part of this Agreement or any Schedules.
- 15) **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 16) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin, without reference to its conflict of laws, provisions, and applicable federal law.
- 17) **Agreement.** By enrolling in Positive Pay, using Positive Pay or allowing anyone else to use Positive Pay as an authorized user on your behalf, you agree to be bound by all provisions of this agreement, all our instructions and requirements concerning Positive Pay and all legal terms and conditions contained on our website or in any Positive Pay document.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Bank

Baraboo State Bank

By: 

Name: Tracey Sefkar

Title: VP & Cash Management Specialist

Date: 01-15-2025

Company

Sauk County Clerk of Courts

By: _____

Name: Carrie Wastlick

Title: Clerk of Courts

Date: _____

Schedule A
Positive Pay Services Set-Up Form

Authorized User Access

Company Name: Sauk County Clerk of Courts

Checking Account Number(s): 101000233

Authorized Users:

Contact Name: Carrie Wastlick

Contact Title: Clerk of Courts

Contact Phone: 608-355-4432

Contact Email: carrie.wastlick@wicourts.gov

Positive Pay Access*

Submit Check Issue File: ☒ Yes ☐ No

Work Exceptions: ☒ Yes ☐ No

Marking "Yes" will authorize this user to make decisions whether to pay or return an item presented for payment.

Contact Name: Karissa Mundt

Contact Title: Chief Deputy Clerk of Court

Contact Phone: 608-355-4432

Contact Email: karissa.mundt@wicourts.gov

Positive Pay Access*

Submit Check Issue File: ☒ Yes ☐ No

Work Exceptions: ☒ Yes ☐ No

Marking "Yes" will authorize this user to make decisions whether to pay or return an item presented for payment.

****For security reasons, we recommend a different user that can submit a Check Issue File and be able to work exceptions. We suggest you have segregation of duties where the user(s) who submit file(s) are different from those user(s) who make the pay/return decisions.**

We also suggest that the Authorized Users be an Authorized Account Signer although this is not required.

Authorized Account Signer _____

Printed Name: Carrie Wastlick

Date _____

Schedule B
Positive Pay Fee Schedule

Positive Pay Fee

\$10/month

WAIVED 

*Other fees may apply and are subject to change without notice