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12/20/12

FIRST AMENDMENT TO AGREEMENT
CITY OF FRESNO, CALIFORNIA
GOVERNMENT BANKING SERVICES

CITY OF FRESNO
City Clerk's Office (Original)

THIS FIRST AMENDMENT to the Agreement for Government Banking Services (the "First Amendment") is made and entered into effective the 7th day of December, 2012, ("Effective Date") by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and Bank of America, N.A., a national banking association (hereinafter referred to as "BANK"), and amends that certain Agreement for Government Banking Services entered into on March 15, 2010 (the "Agreement"), by and between the CITY and BANK as well as other integrated agreement and precedence of documents referenced in the Agreement.

RECITALS

WHEREAS, BANK provides banking services to CITY pursuant to the Agreement for Government Banking Services dated March 15, 2010; and

WHEREAS, BANK is engaged in the business of furnishing technical and expert services as bankers and hereby represents that it is professionally capable of performing the services called for in the Agreement; and

WHEREAS, BANK and CITY wish to amend the terms of the Agreement under the terms and conditions negotiated between the parties as set forth below:

Therefore, as of the Effective Date of this First Amendment, BANK and CITY amend the Agreement as follows:

1. Subsection (a) of Section 6 of the Agreement, which requires seven (7) calendar days prior written notice of termination by CITY to BANK, is amended to now required one hundred eighty (180) calendar days prior written notice of termination by CITY to BANK.
2. Tab XVI of Attachment "A" Proposal Binder, entitled Overdraft Protection, is deleted in its entirety. The reference to "Overdraft Protection" in the Agreement opposite Tab XVI is replaced with "INTENTIONALLY DELETED."

All terms and conditions of the Agreement not expressly modified by this First Amendment shall remain unmodified and in full force and effect.

Each party acknowledges that it has read and fully understands the contents of this First Amendment. This First Amendment has been executed as of the date first set forth above by the parties' respective duly authorized officers or representatives having full authority to bind the below respective entities.

APPROVED BY CITY COUNCIL
Dec 20, 2012

By Sherrill Bedentweh
DEPUTY

First Amendment to Banking Services Agreement
Between the City of Fresno and Bank of America
December 7, 2012

IN WITNESS WHERE, the parties have executed this First Amendment at Fresno, California the day and year first above written.

CITY OF FRESNO
A California municipal corporation

By: 
Karen M. Bradley

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
12/21/2012

APPROVED AS TO FORM;
FRANCINE M. KANNE
Interim City Attorney

By:  12.7.12
Deputy Date

Addresses:

CITY:
City of Fresno
Attention : Greg Wiles, Treasury Officer
2600 Fresno Street, Room 21565
Fresno, CA 93721-3622
Phone: (559) 621-7004
Fax: (559) 488-4636
greg.wiles@fresno.gov

Bank of America
N.A., Banking Services

By:  12/10/12

Name: Jonathan Millard

Title: Senior Vice President

BANK:
Bank of America, N.A.
Jonathan Millard, SVP Senior Client Manager
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