City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO. 1A
COUNCIL MEETING 11/06/07
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

November 6, 2007

FROM: KAREN M. BRADLEY, Assistant Controller
Finance Department

BY: GREGORY S. WILES, Treasury Officer
Accounting Division

SUBJECT: **AUTHORIZATION OF THE ASSISTANT CONTROLLER TO NEGOTIATE AND ENTER AN AMENDMENT TO GOVERNMENT BANKING SERVICES CONTRACT WITH BANK OF AMERICA NA EXTENDING AND MODIFYING THE CONTRACT**

KEY RESULT AREA

Resource/Financial Management, Customer Satisfaction, and Employee Relations

CONCLUSION AND RECOMMENDATION

Staff recommends that Council authorize the Assistant Controller to negotiate and enter an Amendment No. 1 to Contract in substantially the form appearing in the accompanying Amendment to extend the City's government banking services contract with Bank of America through March 31, 2010, and to modify the Pricing Schedule in certain regards.

KEY OBJECTIVE BALANCE

The approval of this amendment best balances the Key Objectives of Resource/Financial Management, Customer Satisfaction, and Employee Relations in that the City will realize additional savings through the reduction of bank fees, as a result of the implementation of Bank of America proprietary products that aid in cutting processing costs, and at the same time continuing to provide customer Departments and Employees with cutting edge, dependable banking services.

BACKGROUND

The City of Fresno's ("City") current contract for government banking services with Bank of America ("Bank") is due to expire on March 31, 2008. This contract provides the parties with two one year extension options through March 31, 2010. The City and the Bank desire to extend the Contract through March 31, 2010 and to reduce certain of the fees payable by the City to the Bank, for the following reasons:

- Reduction in fees. The Bank has tendered an offer to reduce its fees by approximately 13 percent, which will result in savings of approximately $20,000 per year.

Presented to City Council
Date 11/6/07
Disposition rec. approved

- Electronic payment of accounts payable. The Bank has a new product called ePayables which works as if the City were to pay its vendors by charging their payment on a credit card. Because of savings in not having to process a check; earnings due to additional float on the City's payment; and early payment rebates from the Bank, it is estimated that the City will realize an additional $667,807 per year in savings. ePayables is a Bank of America proprietary product, currently available exclusively with Bank of America.

- The City would lose the benefit of the recently implemented Paymode Concentrator ("Paymode"). Paymode is a product which enables City customers who bank with other banks to pay their City utility and other bills by going online with their bank and making the payment. Prior to the implementation of this product, other banks would send the City a paper check representing the total of all their customers' payments to the City. The customer's account would then be updated manually and a manual deposit of the paper check would be prepared. Paymode allows the receipt of funds from other banks electronically, and the receipt of an electronic file automatically updates the customer's account. The City recently implemented this product and the customers that are just now reaping its benefits would be inconvenienced as the City would have to start the implementation over again. In addition the time and labor expended for its implementation would be lost and have to be duplicated if the City were to change banks at this point in time.

- ACH receipting of business customers' payments. As with Paymode, the City (as well as the Bank) has expended a considerable amount of time and effort implementing the capability for businesses to pay the City with an Automated Clearinghouse ("ACH") payment. This is an electronic payment as opposed to a paper check. The City has recently implemented this capability at Airports. Once again, the City would be inconveniencing customers and duplicating the extensive effort, staff time and limited budget resources expended in enabling this capability were the City to change banks now.

- ACH drafting of customer accounts. The City is poised to begin a program with the Bank to implement the ability to draft utility payments directly from customer accounts in the same manner that other large service providers do. PG & E for example has long provided this service to its customers. If the City were to change banks now, the groundwork for this capability would have to be started all over again.

- Electronic bill presentment. Once again the City is poised with the Bank to be able to implement an electronic bill presentment capability. Changing banks now would require that the groundwork for this capability, about to come on line, to have to be initiated all over again.

- "Green" Benefits. The added benefit is that these expanded services, about to go online, also provide more "green" and clean air options thereby enhancing the City's environmental programs.

- Cost of conversion to a new bank. There is a substantial cost to the City in converting to a new bank. Every bank has its own operating procedures with respect to how the customer is to utilize the bank's services. With a new bank, City staff will have to be retrained in the procedures used by a new bank. Extensive reprogramming of PeopleSoft may be required in order to achieve the state of technology we currently enjoy with the Bank. In order to effect a transition to a new bank, Finance would require many of the same ISD resources that are already dedicated to the current upgrade of the PeopleSoft Payroll and HR systems and the upcoming migration to Microsoft. At this time it might physically be impossible to change banks with current resources spread to many preexisting projects.

FISCAL IMPACT

The approval of the Amendment extending the banking contract for two years would result in a decrease in the cost of banking services amounting to approximately $46,000 over the remaining five months of the existing contract, and the additional two years under the extension. In addition, with the implementation of ePayables, over the course of the additional two year extension, the City could potentially realize an additional $1.5 million in savings and rebates.

Attachment:

AMENDMENT NO. 1 TO GOVERNMENT BANKING SERVICES AGREEMENT
BETWEEN THE CITY OF FRESNO AND BANK OF AMERICA NA

1A
11/6/07

CITY OF FRESNO
City Clerk's Office (Original)

AMENDMENT NO. 1 TO GOVERNMENT BANKING SERVICES AGREEMENT BETWEEN THE CITY OF FRESNO AND BANK OF AMERICA NA

THIS AMENDMENT NO. 1 TO AGREEMENT, is made and entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and BANK OF AMERICA NA, a national banking association ("BANK").

RECITALS

WHEREAS, CITY and BANK entered into Agreement, effective February 1, 2004 ("Agreement"), for professional government banking services; and

WHEREAS, the base term of Agreement will terminate on March 31, 2008; and

WHEREAS, Agreement provides the parties with two 1 year extension options; and

WHEREAS, BANK and CITY are currently implementing and intend to prospectively implement proprietary BANK products such as ePayables that will result in additional revenues to CITY; and

WHEREAS, BANK desires to reduce certain of its fees for service pursuant to the revised Pricing Schedule attached to this Amendment as "Revised Attachment A-1" and incorporated herein; and

WHEREAS, CITY and BANK desire to extend and modify Agreement, upon the terms and conditions herein.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Agreement is hereby extended through March 31, 2010, subject to earlier termination as provided hereunder.

2. Attachment A-1 to Agreement, Pricing Schedule, is hereby modified with the pricing terms specified in the Revised Attachment A-1 to this Amendment No. 1, such revised pricing to be effective as of December 1/07.

3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in Agreement.

4. In all other regards, Agreement shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the parties authorized agents have executed this Amendment No. 1 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO

a Municipal Corporation

By:

Karen M. Bradley, CPA, Assistant Controller

Date: 11/19/07

ATTEST:
Rebecca E. Klisch
City Clerk

By:

Cindy Bruer, Deputy

Date: 11/21/07

APPROVED AS TO FORM:
James C. Sanchez

By:

Robert Coyle, Deputy Attorney

Date: 11-20-07

BANK OF AMERICA NA, a national banking association

By:

Name: Robert Lucchese, Vice President

Date: Nov 16/07

By:

Date:

BANK:

Bank of America
California Government Banking
555 Capitol Mall
Sacramento, CA 95814-4503
FAX: 916-321-4822

Bank of America
Documentation Management
P.O. Box 27128
Concord, CA 94527-9904
FAX: 925 675-7131

Addresses:

CITY:

City of Fresno
Attention: Greg Wiles
Finance Department
2600 Fresno Street, Room 2156
Fresno, CA 93721-3622
Phone: 559-621-7004
FAX: 559-488-4636

Attachments:

1. Revised Attachment A-1 Pricing Schedule

REVISED ATTACHMENT A-1
PRICING SCHEDULE

Banking Services (July 2007 Volumes)

Service Description	Volume	Current Price	Current Total	Proposed Price	Proposed Total
General Account Services					
Account Maintenance	16	$12.00	$192.00	$10.00	$160.00
Depository+ Sub Account Maintenance	34	$5.00	$170.00	$5.00	$170.00
ZBA Depository+ Master Maintenance	1	$0.00	$0.00	$0.00	$0.00
ZBA Subsidiary - Maintenance	12	$20.00	$240.00	$12.00	$144.00
Debits Posted - Other	229	$0.00	$0.00	$0.00	$0.00
Credits Posted - Other	724	$0.00	$0.00	$0.00	$0.00
Additional Paper Statements	3	$7.50	$22.50	$5.50	$16.50
Fax Transmission	11	$2.00	$22.00	$1.00	$11.00
Checks Paid Report	1	$10.00	$10.00	$5.50	$5.50
Photocopies	18	$2.00	$36.00	$1.00	$18.00
Total General Account Services			**$692.50**		**$525.00**
Depository Services					
Banking Center Deposit - CA	50	$1.40	$70.00	$1.10	$55.00
QBD/Night Drop Deposit-CA	13	$1.10	$14.30	$1.10	$14.30
Curr/Coin Dep/$100 - Bkg Ctr - CA	434	$0.12	$52.08	$0.10	$43.40
Curr/Coin Dep/$100 - QBD/ND - CA	707	$0.12	$84.84	$0.10	$70.70
Vault Deposit - CA	69	$1.10	$75.90	$1.10	$75.90
Curr/Coin Dep/$100-Vlt-CA	22,040	$0.09	$1,983.60	$0.09	$1,983.60
Coin Deposit- Non Std Bag-Vlt-CA	41	$1.25	$51.25	$1.00	$41.00
Coin Deposit-Std Bag-Vlt-CA	224	$1.25	$280.00	$1.00	$224.00
Currency Supp/$100-Std-Vlt-CA	92	$0.09	$8.28	$0.09	$8.28
Change Order-Vault-CA	12	$3.00	$36.00	$2.00	$24.00
Coin Supp/Roll-Box-Vlt-CA	150	$0.07	$9.75	$0.05	$7.50
Coin Supplied-Per Roll-Vlt-CA	80	$0.09	$6.80	$0.05	$4.00
Currency Supp/$100-Nonstd-Vlt-CA	713	$0.12	$85.56	$0.09	$64.17
Vault Deposit - Extended Hours-CA	23	$3.00	$69.00	$1.10	$25.30
Vault Deposit- Split	562	$0.55	$309.10	$0.25	$140.50
Cash Letter/Item Proc Deposits	5	$1.10	$5.50	$1.10	$5.50
Checks Deposited-On Us-CA	9,459	$0.02	$189.18	$0.02	$189.18
Checks Deposited-Local Clearings-CA	3,309	$0.03	$99.27	$0.03	$99.27
Checks Deposited-Select In District-CA	23,917	$0.04	$956.68	$0.04	$956.68
Checks Deposited-All Other-CA	3,296	$0.05	$164.80	$0.05	$164.80
Checks Deposited-CA	16,534	$0.06	$992.04	$0.06	$992.04
Returns-Chargeback-CA	166	$1.50	$249.00	$0.75	$124.50
Returns-Chargebacks	58	$3.00	$174.00	$0.75	$43.50
Returns-Reclear-CA	27	$0.75	$20.25	$0.75	$20.25
Deposit Correction-Cash	8	$0.00	$0.00	$0.00	$0.00
Total Depository Services			**$5,987.18**		**$5,377.37**
Paper Disbursement Services					
General Checks Paid Truncated	16,453	$0.05	$822.65	$0.05	$822.65
Positive Pay Return Item/Other	1	$10.00	$10.00	$5.00	$5.00
NSF Items Paid/Returned	10	$15.00	$150.00	$10.00	$100.00
Direct Paid Item Inquiry	5	$0.00	$0.00	$0.00	$0.00
Stop Pay Automated <=12 Months	3	$6.00	$18.00	$5.00	$15.00
Stop Pay Manual<=12 Months	1	$10.72	$10.72	$10.00	$10.00
NonRelationship Cust Ck Cashed	5	$0.00	$0.00	$0.00	$0.00
VRU Photocopy Request	2	$2.00	$4.00	$2.00	$4.00
CD Rom Maintenance	12	$7.14	$85.68	$5.00	$60.00
CD Rom Per Image	16,448	$0.03	$493.44	$0.03	$493.44
Image Retrieval BA Direct	20	$0.25	$5.00	$0.25	$5.00
CD Rom Disk	6	$0.00	$0.00	$0.00	$0.00
Total Paper Disbursement Services			**$1,599.49**		**$1,515.09**

Paper Disbursement Recon Services					
Full Recon w/PPay Maintenance-Auto	3	$50.00	$150.00	$50.00	$150.00
Full Recon w/PPay Maintenance-Oncall	7	$65.00	$455.00	$50.00	$350.00
Check Issue Input-Trans Media	6	$20.00	$120.00	$10.00	$60.00
Full PPay Input Per Item Trans	14,219	$0.05	$710.95	$0.05	$710.95
Additional Reports	2	$10.00	$20.00	$2.00	$4.00
Total Paper Disbursement Recon Services			**$1,455.95**		**$1,274.95**
ACH Services					
ACH Monthly Maintenance	3	$50.00	$150.00	$40.00	$120.00
Consumer On Us Credits	1,089	$0.05	$52.27	$0.04	$43.56
Consumer Off Us Credits	6,092	$0.05	$292.42	$0.04	$243.68
Consumer Off Us Debits	13	$0.10	$1.30	$0.05	$0.65
ACH Account Block	39	$5.00	$195.00	$3.00	$117.00
ACH Debit Received Item	20	$0.07	$1.40	$0.05	$1.00
ACH Credit Received Item	648	$0.07	$45.36	$0.05	$32.40
ACH Return Item	2	$2.25	$4.50	$0.75	$1.50
ACH Input - Transmission	3	$15.00	$45.00	$10.00	$30.00
ACH Delete/Reversal	1	$20.00	$20.00	$20.00	$20.00
Paymode Concentrator/ Transaction Fee	4,357	$0.08	$348.56	$0.08	$348.56
ACH Notification of Change (NOC)	4	$1.25	$5.00	$0.75	$3.00
Paymode Con/ Monthly License Fee	1	$75.00	$75.00	$75.00	$75.00
ACH Optional Reports - Electronic	4	$1.00	$4.00	$1.00	$4.00
ACH Standard Reports - Electronic	4	$1.00	$4.00	$1.00	$4.00
Total ACH Services			**$1,243.81**		**$1,044.35**
Wire & Other Funds Transfer Services					
Electronic Wire Out - Domestic	27	$7.00	$189.00	$6.00	$162.00
Direct Account Transfer	17	$3.00	$51.00	$3.00	$51.00
Electronic Wire Out - Book DB	4	$5.50	$22.00	$5.50	$22.00
Incoming Domestic Wire	25	$7.00	$175.00	$5.00	$125.00
Wire Advice-Mail	6	$2.00	$12.00	$2.00	$12.00
Customer Maintained Template Storage	18	$1.50	$27.00	$0.75	$13.50
Direct Wire Maintenance	1	$50.00	$50.00	$25.00	$25.00
Total Wire & Other Funds Transfer Services			**$526.00**		**$410.50**
Information Reporting Services					
Direct Previous Day Account Fee	42	$0.00	$0.00	$0.00	$0.00
Direct Previous Day Standard Item	5,720	$0.17	$972.40	$0.12	$686.40
Direct Previous Day Maintenance	1	$50.00	$50.00	$50.00	$50.00
Total Information Reporting Services			**$1,022.40**		**$736.40**
Service Fee Totals for Price Points Listed			**$12,527.33**		**$10,883.66**

Other Services used will be subject to pricing in effect at the time of use.

AGREEMENT
CITY OF FRESNO, CALIFORNIA
GOVERNMENT BANKING SERVICES

THIS AGREEMENT for Government Banking Services (the "Agreement") is made and entered into effective the 1st day of February 1, 2004, ("Effective Date") by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY" or "CLIENT"), and Bank of America NA, a national banking association, (hereinafter referred to as "BANK").

RECITALS

WHEREAS, BANK has provided banking services to CITY pursuant to an agreement, dated April 1, 1993, as amended from time-to-time, wherein such agreement expiresd March 31, 2003 (the "Contract"); and

WHEREAS, the City Council of CITY did authorize and grant approval for CITY Controller to negotiate and finalize all terms and conditions of this Agreement, on March 18, 2003; and

WHEREAS, CITY and BANK agreed to extend the terms of Contract by letter agreement (the "Letter"), dated March 26, 2003, until such time as all terms and conditions of this Agreement had been negotiated and finalized; and

WHEREAS, CITY issued a Request for Proposal for professional banking services, dated June 10, 2002, with addendum, dated July 17, 2002, (collectively, "the RFP"); and

WHEREAS, BANK responded to the RFP by submitting a proposal, dated August 8, 2002; supplemental information, dated September 24, 2002, November 8, 2002 and November 12, 2002; and revision, dated October 16, 2002, (collectively, "the Proposal"); 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 by this Agreement; and

WHEREAS, BANK and CITY wish to enter into this Agreement for the purpose of specifying the terms and conditions negotiated between the parties during the RFP process and the constituent documents of the Agreement between CITY and BANK regarding the professional banking services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants,

conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Integrated Agreement and Precedence of Documents.

(a) For purposes of this Agreement, those portions of the Proposal that are attached hereto as Attachment "A" and incorporated herein by reference are as follows: the pages of the Proposal binder, dated August 8, 2002, within Tabs A through I, Tab J (as modified in this Section 1), Tabs K through L, Tab M (as further supplemented as described in this Section 1), Tabs N through P, Exhibits 3 through 7 of Tab Q, and within Exhibit 8 of Tab Q (as modified in this Section 1).

(b) For purposes of this Agreement, the portion of the Proposal that is attached hereto as Attachment "A-1" and incorporated herein by reference is that submitted by BANK on October 16, 2002 and described thereon as "EXHIBIT J1 - PRICING SCHEDULE." The pricing in Attachment "A-1" supercedes the pricing provided in Attachment "A" for the respective services provided in Attachment "A-1," and specifically modifies Tab J and Exhibit 8 of Tab Q accordingly. Attachment "A-1" supercedes references to "CD" (understood in the context as containing pricing) and "Pricing CD" in Attachment "A."

(c) For purposes of this Agreement, the portion of the Proposal that is attached hereto as Attachment "A-2" and incorporated herein by reference is the "Community Development Banking" report, dated September 24, 2002, with attached electronic mail, respectively dated November 8, 2002 and November 12, 2002, from Erin Means of BANK to Greg Wiles of CITY. Attachment "A-2" is supplementary to Tab M of Attachment "A."

(d) For purposes of this Agreement, the portion of the Proposal that is attached hereto as Attachment "A-3" and incorporated herein by reference is BANK's "Treasury Services Terms and Conditions" booklet (including user documentation and set-up forms, and "Excerpt from the Bank of America Corporation Code of Ethics"), as expressly modified in this Subsection 1(d) as follows:

(1) The last sentence of paragraph 3 (p. 27) of the subsection entitled "Multibank Service" of the "Wire Transfer and International Electronic Funds Transfers" section of "Treasury Services" is modified to read as follows: "You agree that your indemnity of us applies to any claims by another bank based on our sending a Multibank request containing any error, omission, defect or lack of clarity."

(2) Paragraph 3 of the "Facsimile Signatures" section (p. 37) of the

"General Provisions" is modified to read as follows: "You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses, that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature."

(3) The subsection entitled "Agreement" (p. 37) of the "General Matters" section of the "General Provisions" is deleted in its entirety.

(4) Paragraph 1 of the subsection entitled "All Services" (p. 39) of the "Limitation of Liabilities" section in the "General Provisions" is modified to read as follows: "Except for any loss, liability, damage, cost or expense arising from a claim that your use of the Software and/or Materials provided by us to you infringes any copyright, patent, trade secret, trademark or proprietary rights of any third party; in no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense) including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, unless any of the aforementioned injuries occurs as the direct result of our intentional misconduct in providing a Service."

(5) The "Protection from Third Parties" section (p. 40) of the "General Provisions" is deleted in its entirety.

(6) The first bullet of the "Representations and Warranties" section (p.41) of the "General Provisions" is modified to read as follows: "Your agreement to each provision contained in this Booklet is a duly authorized, legal, valid, binding and enforceable obligation to the extent such provision(s) have not been modified or superceded in writing by you and us."

(7) The section entitled "Resolution of Disputes" (p. 41) in the "General Provisions" is deleted in its entirety.

(8) Paragraph 6 (p. 44) of the subsection entitled "Limited Warranty/Disclaimers" of the "Software License" section of the "General Provisions" is deleted in its entirety.

(9) Paragraphs 7 and 8 (p. 44) of the subsection entitled "Limited Warranty/Disclaimers" of the "Software License" section of the "General Provisions" are modified to read as follows: "Except for any loss, liability, damage, cost or expense arising from a claim that your use of the Software and/or Materials provided by us to you infringes any copyright, patent, trade secret, trademark or proprietary rights of any third party; in no event will we be

liable for any indirect, consequential or punitive loss, damage, cost or expense), including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of, or corruption to your data, loss of operation time or loss of contracts, unless any of the aforementioned injuries occurs as the direct result of our intentional misconduct. To the extent permitted by applicable law, and except as otherwise provided in any infringement indemnity provided by us to you, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Software or accompanying documentation."

(10) Paragraph 1 (p. 44) of the subsection entitled "Infringement Indemnity" (p. 44) of the "Software License" section of the "General Provisions" is deleted in its entirety.

(11) Paragraph 1 (through the first 6 bullets) of the "Termination" section(p. 46) of the "General Provisions" is deleted in its entirety.

(e) This Agreement with Attachments "A," "A-1," "A-2" and "A-3" represents the entire and integrated agreement between CITY and BANK with respect to the subject matter hereof and supersedes all prior negotiations, representations, statements and agreements, whether written or oral. Notwithstanding the preceding sentence and in addition to the "Conversion Activities" described in Section 2 of this Agreement, BANK shall continue to render the services currently provided pursuant to the Contract and the Letter until the effective date of this Agreement. The parties agree that the Contract and the Letter shall expire January 31, 2004, and by operation will be superceded in their ~~its~~ entirety by this Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and BANK.

(f) In the event of any conflict between the body of this Agreement and any Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Attachment. In the event of any conflict between any Attachments hereto, the terms and conditions of the Attachment higher in precedence shall control and take precedence over the terms and conditions of the Attachment lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:

(1) Attachment "A-1."
(2) Attachment "A."
(3) Attachment "A-2."
(4) Attachment "A-3."

The terms and conditions of the body of this Agreement will take precedence over any

terms or conditions contained in any of the Attachments or any subsequent account agreements (including BANK'S set-up forms, user documentation and other documents required by BANK pursuant to this Agreement) which purport to modify the allocation of risk between the parties.

2. Scope of Services. BANK shall perform to the satisfaction of CITY and in the manner as described in Attachments "A" and "A-3," all of the services contained in Attachment "A-1" ("Initial Service(s)") and the implementation and training services described in Attachments "A" and "A-3" as "Conversion Activities" ("Conversion Activities"). This Agreement shall not be a contract for any other service described in Attachments "A" or "A-3" ("Other Service(s)") until further performance is authorized by CITY pursuant to Subsections 5(f) or 5(g). It shall, however, remain BANK'S offer to perform all Other Services for which the fee or charge, if any, is described in Attachment "A" (including description indicating no cost to CITY, or other similar description). In the event BANK performs any Other Services without CITY'S prior written authorization, BANK will not be entitled to compensation for such services.

3. Commencement of Performance. Except as otherwise agreed by the parties herein, commencement of performance of any service hereunder shall be preceded by the Effective Date and delivery to BANK of a fully executed Agreement by the duly authorized representatives of the parties (BANK having signed prior to CITY), the pertinent service-level agreement and the related set-up forms. BANK shall continue to perform such service(s) during the term of this Agreement and any extension unless such service(s) is terminated or modified by CITY in writing in accordance with Subsections 5(f) or 5(g).

4. Effective Date and Term of Agreement. It is the intent of the parties that this Agreement be effective upon the Effective Date set forth above. All Conversion Activities shall be completed prior to February 1, 2004 ("Conversion Date"). Initial Services are to commence on the Conversion Date and continue until expiration or termination of this Agreement, or modification or termination of the respective service in accordance with Subsections 5(f) or 5(g). Following the period for Conversion Activities, the initial term of this Agreement will be from the Conversion Date and ending March 31, 2008, unless terminated or extended as provided in this Agreement. CITY may extend this Agreement, with the same terms and conditions, for two (2) consecutive 1-year terms by giving sixty (60) days written notice of its intent to extend to BANK prior to the end of the respective initial term or first 1-year term of extension, provided BANK does not decline the respective 1-year extension within thirty (30) days after receiving CITY'S notification.

5. Compensation.

(a) The rates used to calculate the fees and charges to be paid by CITY for satisfactory performance of all Initial Services required and rendered pursuant to this

Agreement shall not exceed the "Unit Prices" set forth on Attachment "A-1." The rates used to calculate the fees and charges to be paid by CITY for satisfactory performance of all Other Services that are authorized and rendered pursuant to Subsection 5(f) of this Agreement shall not exceed the rate set forth in Attachment "A" (in the event of any conflict between a fee or rate expressed in Exhibit 8 of Tab Q and that expressed in any other Tab of Attachment "A," the latter shall control and take precedence over Exhibit 8 of Tab Q). Such "Unit Prices" and rates shall remain fixed until March 31, 2006, after which they shall be subject to annual adjustments based on the percentage increase or decrease in the California Consumer Price Index ("CPI") for the previous calendar year, not to exceed 10 percent for any one year. Such "Unit Prices" and rates include all expenses incurred by BANK in performance of the services.

(b) Bank shall submit to CITY'S Controller (otherwise known as the "Controller," "Treasurer," or "Finance Director") a monthly analysis of CITY account activity and fees incurred in the form of that contained in Exhibit 4 of Tab Q of Attachment "A" (the "Account Analysis Statement"). The Account Analysis Statement shall be submitted within the first twenty (20) business days of the month following the period covered by such Statement, and shall be payable in the normal course of CITY business. For purposes of this subsection, the first monthly period of this Agreement shall begin February 1, 2004 and end February 29, 2004.

(c) CITY may compensate BANK for services provided, either (i) by issuing a check in payment of BANK'S Account Analysis Statement for the preceding quarterly period (the "Direct Fees Method"), (ii) by debit to CITY'S Demand Deposit Account, (iii) through compensating balances, (iv) through zero percent time deposits, or (v) by some combination thereof. CITY shall notify BANK on or before the Conversion Date of the method of compensation selected by CITY from the preceding.

(d) If CITY selects the Direct Fees Method, the monthly Account Analysis Statement at the end of each quarterly period of this Agreement shall contain accumulated summaries for the preceding months within the same quarterly period (i.e., the three months immediately preceding the month in which the Account Analysis Statement is submitted). BANK shall submit four such quarterly Account Analysis Statements per each calendar year. For purposes of this subsection, the first quarterly period of this Agreement shall begin on February 1, 2004 and end, March 31, 2004. Subject to the receipt of an Account Analysis Statement by the Controller within twenty (20) business days of the month following the quarterly period, payment shall be made by CITY within forty-five (45) calendar days of the end of the respective quarterly period. However, if there are any disputed items on the Account Analysis Statement, payment of the disputed items may be withheld by CITY until the items are resolved to the satisfaction of the Controller.

(e) During the life of this Agreement, including any extensions, BANK shall credit CITY'S Account Analysis Statement beginning April 1, 2004, and continuing

annually each year thereafter, through and including March 31, 2008, with an amount equal to one month's fees, calculated as the monthly average amount of the gross amounts of fees and charges assessed during the previous twelve month period. Net credits, if any, will be carried forward to future billing periods, or, in the case of the final billing period, returned to the City in the form of a rebate.

(f) Provided an appropriations has been made for any increase in fees or charges resulting from adding Other Service(s) to, or substituting Other Service(s) for, Initial Services; the Controller may, in writing, (i) authorize BANK to perform any Other Service, and (ii) modify or terminate an Initial Service, if substituting an alternative Other Service. Upon receipt of such authorization, BANK shall provide the authorized Other Service(s) in a timely manner and at the rates contained in this Agreement. For purposes of this subsection, "Other Service(s)" shall mean only those Other Services for which the fee or charge, if any, is described in Attachment "A" (including a description indicating no cost to CITY, or other similar description).

(g) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not covered by this Agreement (including Other Service(s) not included within the definition contained in Subsection 5(f)), which modification shall include an agreed upon increase or decrease in BANK'S compensation. Any increase or change in the scope of services beyond those services contemplated by Attachments "A," "A-1" and "A-3" must be made by written amendment to the Agreement signed by an authorized representative for each party. BANK shall not be entitled to any additional compensation if such work is performed prior to a signed written amendment.

6. Termination of Agreement.

(a) CITY may terminate this Agreement without cause or for any reason (including, without limitation, if CITY determines there is insufficient funding available for the services), and without any liability whatsoever of CITY to BANK for breach of contract, default, detrimental reliance or any other basis in law or equity; upon seven (7) calendar days prior written notice of termination to BANK in the manner provided herein.

(b) In addition to CITY'S right of termination pursuant to Subsection 6(a), this Agreement may be terminated immediately by CITY upon seven (7) calendar days prior written notice should BANK fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. BANK will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such seven (7) calendar days prior written notice and this shall constitute a material default and breach of this Agreement.

(c) BANK may terminate this agreement for any reason, and without any liability whatsoever of BANK to CITY for breach of contract, default, detrimental reliance

or any other basis in law or equity, upon one-hundred eighty (180) calendar days prior written notice of termination to CITY in the manner provided herein.

(d) BANK may terminate this Agreement upon 45 calendar days prior written notice to CITY, if any of the following occurs:

(i) CITY breaches any of the terms or conditions of the Agreement;

(ii) CITY terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets;

(iii) CITY fails generally to pay its debts as they become due;

(iv) CITY, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;

(v) CITY initiates any composition with its creditors; or

(vi) Any guaranty of CITY's obligations to BANK terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five items attributable to CITY occur to the guarantor.

(e) In the event of termination by either party, BANK shall process all CITY checks that have been issued by CITY prior to the effective date of termination. In this instance, CITY shall ensure there is on deposit with BANK an amount of funds sufficient to pay outstanding checks issued by CITY prior to termination of this Agreement.

(f) In the event of termination pursuant to Subsection 6(a), or for any other reason than the material default of BANK, BANK shall be paid compensation for services satisfactorily performed prior to the effective date of the notice of termination. In the event of termination due to the material default of BANK, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure.

(g) In the event CITY terminates the Agreement pursuant to Subsection 6(b), CITY may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct damages for the material breach of the Agreement.

(h) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

7. Confidential Information. Any reports, information, or other data prepared or assembled by BANK pursuant to this Agreement shall not be made available to any individual or organization by BANK, except in accordance with the "Confidentiality" section (pp. 35-36) of the "General Provisions" in Attachment "A-3." During the term of this Agreement, and thereafter, BANK shall not disclose to anyone any Confidential Information, except in accordance with the "Confidentiality" section (pp. 35-36) of the "General Provisions" in Attachment "A-3." The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media.

8. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as BANK represents to CITY that BANK is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of BANK to do and perform its work in good faith and with reasonable care and BANK agrees to thus perform its services. Acceptance of its services by CITY shall not operate as a release of BANK from said standard of care and performance.

9. Indemnification.

(a) Except as otherwise provided in BANK'S indemnity of CITY with respect to software infringement in Subsection 9(b), BANK shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, costs, expenses (including attorney's fees and litigation expenses) and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death and property damage) incurred by CITY, BANK or any other person, and from any and all claims, demands and actions in law or equity, arising or alleged to have arisen out of, or attributable to, the negligence, or willful or intentional misconduct, of BANK or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

If BANK should subcontract all or any portion of the work to be performed under this Agreement, BANK shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

(b) Notwithstanding Subsection 9(a), BANK shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all liability for damage, costs, expenses (including attorney's fees and litigation expenses) or any other loss incurred by CITY in connection with any claim that the software or materials provided by BANK, or CITY'S use thereof, pursuant to this Agreement infringes the trade secret, trademark, copyright, patent, or other proprietary

right of any other party. BANK'S obligation under this subsection is subject to that contained in Paragraph 2 of the subsection entitled "Infringement Indemnity" (p. 44) of the "Software License" section of the "General Provisions" of Attachment "A-3."

(c) CITY shall indemnify, hold harmless and defend BANK and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, costs, expenses (including attorney's fees and litigation expenses) and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death and property damage) incurred by CITY, BANK or any other person, and from any and all claims, demands and actions in law or equity, arising or alleged to have arisen out of, or attributable to, the negligence, or willful or intentional misconduct, of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(d) In the event of concurrent negligence on the part of BANK or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, liability, costs, expenses and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(e) This section shall survive termination or expiration of this Agreement.

10. Insurance. Throughout the life of this Agreement, BANK shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager. Notwithstanding the preceding sentence, BANK reserves the right to self-insure any and all of its insurance obligations under this Agreement. BANK agrees to maintain such self-insurance in the amounts required hereunder. The following insurance is required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than $1,000,000 per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 per occurrence.

(iii) PROFESSIONAL LIABILITY insurance (Errors and Omissions) with a limit of liability of not less than $1,000,000 per claim.

(iv) WORKERS' COMPENSATION insurance as required under the

California Labor Code.

The BANK will endeavor to provide thirty (30) day written notice in favor of CITY of policy cancellation, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation. If BANK chooses to self-insure any of its insurance obligations under this Agreement, BANK shall provide a statement of such self-insurance to CITY. **In the event any policies expire during the term of this Agreement, BANK shall provide a new certificate evidencing renewal of such policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation, BANK shall file with CITY a certified copy of the new or renewal certificates of insurance evidencing such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and the certificates of insurance evidencing coverage shall name CITY, its officers, officials, agents, employees and volunteers as an additional insured, or in the case of self-insurance as an other-covered party. Such policy(ies) of insurance shall be endorsed so BANK'S insurance shall be primary and no contribution shall be required of CITY. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall provide not less than a two (2) year discovery period, or (ii) the coverage shall be maintained for a minimum of two (2) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. If BANK is unable to obtain the insurance coverage described in the previous sentence, BANK agrees to self-insure up to the limits specified in this Section 10 as if a commercial insurance policy were in place and name CITY as an other-covered party as CITY'S interest may appear. **BANK shall have furnished CITY with certificate(s) of insurance or statements of self-insurance for ALL required insurance prior to CITY'S execution of the Agreement.**

If at any time during the life of the Agreement or any extension, BANK fails to maintain the required insurance in full force and effect, all services under this Agreement shall be discontinued immediately, and all payments due or that become due to BANK shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

If BANK should subcontract all or any portion of the services to be performed under this Agreement, BANK shall require each subcontractor to provide insurance protection in favor of CITY, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with BANK and CITY prior to the commencement of any services by the subcontractor.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by CITY'S Controller.

(b) In performing the work or services to be provided hereunder, BANK shall not, to the best of its knowledge, employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by CITY'S Chief Administrative Officer if no actual or potential conflict is involved.

(c) BANK shall not, to the best of its knowledge, employ an individual to work on the CITY's account, who, within twelve (12) months immediately preceding such employment did, in the individual's capacity as a CITY official, officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Controller or City Council in connection with the selection of, or award of this Agreement to, BANK.

(d) Records of BANK'S transactions pertaining to the services performed hereunder shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours for a period of seven years from the date of the transaction and for any period required by law. In addition, all books, documents, papers, and records of BANK pertaining to transactions performed by BANK under this Agreement and the services performed hereunder shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Subsection 11(d) shall survive expiration or termination of this Agreement.

12. Conflict of Interest and Non-Solicitation.

(a) BANK shall comply, and require any of its subcontractors to comply, with all laws and regulations including, without limitation, conflict of interest laws, such as Government Code 1090 et. seq., the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). BANK shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, BANK shall immediately notify CITY of these facts in writing.

(b) BANK represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

13. Nondiscrimination. BANK shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, BANK agrees as follows:

(a) BANK will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) BANK will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. BANK shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BANK agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) BANK will, in all solicitations or advertisements for employees placed by or on behalf of BANK, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) BANK will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of BANK'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14. Independent Contractor and Not a Partnership/Joint Venture.

(a) In the furnishing of the services provided for herein, BANK is acting

as an independent contractor. Neither BANK, nor any of its officers, associates, agents or employees shall be deemed an employee, partner or agent of CITY for any purpose. However, CITY shall retain the right to verify that BANK is performing its respective obligations in accordance with the terms hereof.

(b) This Agreement does not evidence a partnership or joint venture between BANK and CITY. BANK shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, BANK shall bear its own costs/expenses in pursuit hereof.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or when actually received via courier, fax, or the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. Assignment.

(a) This Agreement is personal to BANK and there shall be no assignment by BANK of its rights or obligations under this Agreement without the prior written approval of CITY, which shall not be unreasonably withheld. Any attempted assignment by BANK, its successors or assigns, shall be null and void unless approved in writing by CITY.

(b) BANK hereby agrees not to assign the payment of any monies due BANK from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due BANK directly to BANK.

18. Compliance With Law. BANK shall execute a Contract for Deposit of Moneys in accordance with Section 53649 of the California Government Code, and shall further comply with all depository regulations and requirements as set forth in the City of Fresno Charter and Municipal Code, California Government Code, and other applicable state and federal laws. In providing the services required under this Agreement, BANK shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. Waiver. The waiver by either party of a breach by the other of any

provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Dispute Resolution. The parties may agree in writing to mediation or arbitration (binding or non-binding), in the event of a dispute between the parties related to this Agreement. BANK acknowledges that CITY expressly does not agree to binding arbitration for the resolution of disputes between the parties related to this Agreement and BANK shall not require CITY'S signature on BANK'S set-up forms, user documentation or other documents required by BANK pursuant to this Agreement that may contain such a requirement. BANK agrees that any such provision will be deleted by BANK from such forms and documents prior to presentation to CITY. CITY expressly reserves its right to a trial by jury in any action or proceeding which may arise

in connection with this Agreement.

27. Limitation of Liability. In no event will CITY be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense) including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to BANK'S data, loss of operation time or loss of contracts, unless any of the aforementioned injuries occurs as the direct result of CITY'S intentional misconduct in performing its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

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CITY OF FRESNO,
a municipal corporation

By: _____
Ruth F. Quinto, Controller

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
HILDA CANTU MONTOY
City Attorney

By: _____
Assistant

Bank of America NA,
a national banking association

By: _____

Name: Elizabeth Leonard

Title: Vice President

Addresses:

CITY:

City of Fresno
Attention: Ruth F. Quinto, Controller
2600 Fresno Street, Room 2156
Fresno, CA 93721-3622
Phone: (559) 498-4757
FAX: (559) 488-4636

BANK:

Bank of America
California Government Banking
555 Capital Mall
Sacramento, CA 95814-4503
FAX: 916 321-4822

Bank of America
Documentation Management
P.O. Box 27128
Concord, CA 94527-9904
FAX: 925 675-7131

Attachments:

1. Attachment "A" - Excerpts from Proposal Binder
2. Attachment "A-1" - Exhibit J1 Pricing Schedule
3. Attachment "A-2" - Community Development Banking Report
4. Attachment "A-3" - Terms and Conditions Treasury Services Booklet