

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

4600009996
09-1045

I. PARTIES

A. Address

THIS AGREEMENT FOR DEPOSITORY BANKING SERVICES ("Agreement") is made between the **CITY OF HOUSTON, TEXAS** ("City"), a home rule city of the State of Texas, and **JPMORGAN CHASE BANK, N.A.** ("Bank"), a national banking association.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City
City Controller
or Designee
City of Houston
P.O. Box 1562
Houston, Texas 77251

Bank
JPMorgan Chase Bank, N.A.
P. O. Box 2558
Houston, Texas 77252-8302
Art Neville: (713) 216 - 1147
Fax: (713) 216 - 2818
Cell: (713) 304 - 0331

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

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- C. Equal Employment Opportunity
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- F. Certification of No Safety Impact Positions
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- H. Form Pop 2 - Certification Of Agreement
To Comply With Pay Or Play Program

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST:

JPMORGAN CHASE BANK, N.A.

By: Terril L. Bellow
Name: TERRI L. BELLOW
Title: VP Customer Service mgr.

By: Art Neville
Name: Art Neville
Title: Senior Vice President

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

Christy Russell
City Secretary

Bill White
Mayor
Mayra Ramona

APPROVED:

Calvin Stokes
City Purchasing Agent

Annise D. Parker
City Controller Madeline P. Appel

APPROVED AS TO FORM:

COUNTERSIGNED BY:

Mayra Ramona
Assistant City Attorney
L.D. File No. 0370900166001

Annise D. Parker
City Controller Madeline P. Appel

DATE COUNTERSIGNED

11-13-09

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Account" means each City bank account described in Exhibit "A".

"ACH" means Automated Clearing House. The ACH Network operated by the Federal Reserve and the Electronic Payment Network allows financial institutions to transmit or receive ACH entries for their customers.

"ACH Services" mean the nationwide batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES which provide for interbank clearing of electronic payments for participating depository financial institutions.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Bank.

"Authorized Representative" means a City employee designated by the City Controller to authorize certain transactions with Bank on behalf of the City.

"Bank" is defined in the preamble of this Agreement and includes its successors and assigns.

"Banking Services" mean services set out in Exhibit "A."

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Controller" or "Controller" shall mean the City Controller of the City of Houston, or the person he or she designates.

"City of Houston Investment Policy" means the City of Houston Investment Policy passed by Resolution No. 2008-31 or any successor Investment Policy adopted by City Council during the term of this Agreement.

"Collected Funds" or "Collected Balance(s)" mean ledger balances less items being processed for collection and float adjustments.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the Deputy City Controller or the person he or she designates.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Bank prepares or provides under this Agreement.

"Earnings Credit Rate" means the average rate of the 91-day Treasury Bill rounded down to the nearest 5 basis points plus 0.25%, with a floor of 1%; notwithstanding the foregoing, the rate shall never go below one percent. Earnings Credit Rate shall be calculated on 100% of eligible City balances, with no deduction from collected balances for a reserve requirement.

"Entry", "Credit Entry", and "Debit Entry" are defined in Article Fourteen of the NACHA Rules.

"Include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation."

"Mayor" means the Mayor of the City, or the person he or she designates.

"NACHA Rules" mean the most recent version of the National Automated Clearing House Association Operating Rules and Guidelines incorporated into and made a part of this Agreement by reference for all applicable purposes.

"Overdraft Rate" means the Bank's Prime Rate minus 1%, with a floor of 2%. Overdraft charges shall apply to negative balances that occur only on an overnight basis. Overdraft charges shall not apply to daylight overdrafts.

"Overnight Investment Rate" means the daily interest rate earned on collected funds deposited by Bank in a money market account or other investment options acceptable to the City according to City's instructions detailed in Exhibit "A."

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Receiver" and "Receiving" are defined in Article Fourteen of the NACHA Rules.

"Settlement Date" is defined in Article Fourteen of the NACHA Rules.

"Term" means the Initial Term of three years and the two one-year Renewal Term (s) of this Agreement.

III. DUTIES OF BANK

A. Services in General

For and in consideration of the fees specified in this Agreement, Bank shall provide all labor, material and supervision necessary to furnish City with prompt and efficient professional Banking Services set out in Exhibit "A."

Unless otherwise agreed by Bank and City, all services are subject to Bank's standard deposit account agreement for business accounts, standard treasury services general terms and conditions, and each other standard agreement of Bank applicable to the products and services provided, including without limitation the agreements listed in Section "Z-1" of Exhibit A. To the extent of any conflict between this Agreement and the Bank's standard agreement, this Agreement will control.

B. Coordinate Performance

The Bank shall coordinate its performance with the City Controller and other persons the City Controller designates. Bank shall promptly inform the City Controller and other person (s) of all significant events relating to the performance of this Agreement.

C. Reports

Bank shall make periodic verbal or written reports and recommendations to the City Controller with respect to conditions, transactions, situations or circumstances encountered by the Bank relating to the services to be performed under this Agreement consistent with standard banking practices. Bank shall endeavor to attend meetings determined to be necessary by the City Controller. Bank shall, upon request, also provide the City Controller with copies of written materials prepared by the Bank or made available to it as a result of its performance under this Agreement; however, if such material is in addition to information normally provided within the banking industry, then, Bank shall provide City with the information requested at Bank's standard fees then in effect for such research and reproduction. Prior to undertaking any research or reproduction work for City for a fee, Bank shall provide City Controller with the unit prices and estimate for such work in writing, and obtain prior written approval from City Controller for the total cost of the research and reproduction project to be undertaken for the City.

D. Warranties

Bank's performance shall conform to reasonable standards prevailing in the banking industry with respect to the scope, quality, due diligence, and care of the services Bank provides under this Agreement.

E. Exclusivity

The parties agree that this is not an exclusive agreement and that City may deposit any or all of its funds and obtain banking services from other City depositories.

F. Collateral

Upon the expiry of the Temporary Liquidity Guarantee Program (12 C.F.R., §370) currently in place and during the Term of this Agreement, Bank shall provide and maintain collateral for public funds deposited by City with Bank pursuant to the Public Funds Collateral Act (Tex. Gov't

Code Ann. §§ 2257.001 – 2257.083 (Vernon 2000) as set out in Section “R” of Exhibit “A” of this Agreement. At no additional cost to City, Bank shall maintain and provide such collateral of up to \$15 million.

G. **RELEASE**

BANK AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

H. **INDEMNIFICATION**

BANK AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) BANK'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS'**

- (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "BANK") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND BANK'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER BANK IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND BANK'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER BANK IS IMMUNE FROM LIABILITY OR NOT.

BANK SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. BANK'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. BANK SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

I. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

BANK AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS BANK FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. BANK SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

BANK SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, BANK SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND BANK SHALL REFUND THE PURCHASE PRICE.

J. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Bank receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Bank is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Bank may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Bank shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Bank must advise the City as to whether or not it will defend the claim. If Bank does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss to the extent provided herein.

(b) Continued Participation. If Bank elects to defend the claim, the City may retain separate counsel at City's expense, to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Bank may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Bank does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

K. Insurance

(1) Bank shall obtain and maintain in effect during the Term of this Agreement, insurance coverage as set out below, and shall furnish certificates of insurance, in duplicate form, prior to providing services under this Agreement.

- | | | |
|-----|------------------------------|--|
| (a) | Workers' Compensation | Statutory for Workers' Compensation |
| (b) | Employer's Liability | <ul style="list-style-type: none">● Bodily Injury by Accident \$100,000 (each accident)● Bodily Injury by Disease \$100,000 (policy limit)● Bodily Injury by Disease \$100,000 (each employee) |
| (c) | Commercial General Liability | Bodily Injury and Property Damage, |

Combined Single Limits of \$500,000 each
Occurrence and \$1,000,000 aggregate
\$25 million excess/umbrella policy

- (d) Automobile Liability \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired and Non-Owned Autos
- (e) Bankers Professional Liability \$100 million (each wrongful act including errors and omissions) Bank reserves the right to self-insure as respects Bankers Professional Liability)
- (f) Financial Institution Bond (including Electronic and Computer crime) \$100 million

Except for (d) and (e), aggregate Limits are per 12-month policy period unless otherwise indicated.

(2) Issuers of Policies. The issuer of any policy shall have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.

(3) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Bankers Professional Liability, and Financial Institutions Bond must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

(4) Deductibles. Bank shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(5) Cancellation. Bank shall notify the City Controller in writing 30 days prior to any cancellation to Bank's insurance coverage. Within the 30 day period, Bank shall provide other suitable policies in lieu of those about to be canceled so as to maintain in effect the required coverage. If Bank does not comply with this requirement, the City Controller, upon written

notification to Bank of its intent to do so, may immediately suspend Bank from any further performance under this Agreement and begin procedures for default.

(6) Subrogation. Each policy, except Bankers Professional Liability (if any) and Financial Institutions Bond must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

(7) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Bankers Professional Liability (if any) and Financial Institutions Bond must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(8) Liability for Premium. Bank shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(9) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Bank shall furnish the City Controller with Certificates of Insurance.

(b) Bank shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Bank does not comply with this requirement, the City Controller, upon written notice to Bank of its intent to do so, may immediately suspend Bank from any further performance under this Agreement and begin procedures to terminate for default.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(10) Other Insurance. If requested by the City Controller, Bank shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Bank's operations under this Agreement.

(11) Self-Insurance

As an alternative, Bank may insure the above coverages under a plan of self-insurance, subject to the restrictions set forth in this Section. On the Effective Date and at any time during the Term of this Agreement, if requested by the City Controller, Bank must submit copies of its certificates of self-insurance and its most recent audited financial statement showing self-insurance reserves or other assets sufficient to pay judgments equal to the limits set forth above. Bank shall also provide to the City Controller documentation evidencing its process for reviewing and paying claims. Bank's self-insurance must protect the City to the same extent as an additional insured on a policy issued by an insurance company. If Bank's self-insurance program ceases or Bank's assets or reserves are no longer sufficient to be adequate to meet required coverages, Bank shall immediately notify the City Controller of the lapse in coverage, and Bank shall then obtain commercial insurance in accordance with the above requirements within 10 days' written notice from the City Controller.

L. Compliance with Equal Opportunity Ordinance

Bank shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "D".

M. MWBE Compliance

Bank shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Bank shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs. Bank acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Bank shall require written subcontracts with all MWBE subcontractors hired specifically to handle the City's work and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Bank is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

N. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Bank shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Bank shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

If Bank files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on

completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Bank shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Bank begins work under this Agreement.

(3) Bank also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Bank's employee work force.

(4) Bank shall require that its subcontractors who are hired to specifically handle the City's work under this Agreement comply with the Executive Order, and Bank shall secure and maintain the required documents for City inspection.

O. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director Exhibit "H," POP-2 Form prior to the execution of this Agreement.

IV. DUTIES OF CITY

A. Payment Terms

Subject to the terms and conditions of this Agreement, City shall pay and Bank shall accept the fees set out in Exhibit "B" for Banking Services listed in Exhibit "A," subject to allocation of funds as set out below. Bank shall pass through to City at its cost, Federal Deposit Insurance Corporation (FDIC) assessments proposed by Bank and agreed to by the City. The fees for Banking

Services set out in Exhibit "B" shall remain in effect for the Initial Term of this Agreement. Bank has agreed to waive such fees of up to an aggregate amount of \$250,000.00 from City during the first year of the Initial Term of this Agreement.

In the event the City Controller requests Bank in writing for additional banking services, Bank shall provide services requested at rates set out for such services in the Bank's standard commercial schedule of fees in effect at the time when such a request is made or at rates negotiated by the City Controller. The total cost of all additional banking services provided by Bank in response to written requests by the City Controller under this Agreement must not exceed \$25,000.00.

B. Addition of Banking Services

The Controller may add additional Banking Services by giving written notification to Bank. The parties shall mutually agree in writing to the amount the Bank shall charge the City for additional Banking Services, before the Controller sends such written notification to Bank adding the additional Banking Services to this Agreement. For purposes of this section, the "Effective Date" means the date on which Bank receives written notification of addition(s). As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part of this Agreement, but the charge for each item starts to accrue only on the Effective Date.

C. Fee Revision

Prior to the commencement of the two successive one-year Renewal Terms, Bank may notify City that it is revising its fees for Banking Services during the two Renewal Terms by giving the City Controller written notice 180 days before the end of the then current contract year. Notwithstanding the foregoing, Bank's fee increase shall not exceed 4% of the fees charged to City during the initial Term. In the event Bank notifies the City that it has, during either Renewal Term, increased the fees

it charges City for Banking Services and the City decides not to accept the fee increase, the City Controller may terminate this Agreement with 45 days' written notice to Bank.

D. City's Responsibilities Under ACH Services

City may transmit automated clearing house (ACH) Entries in accordance with the terms and conditions provided herein. Bank shall process Entries to Receiving Depository Financial Institutions directly or through any mechanism selected by Bank.

The City's obligations for ACH transactions are detailed below:

(1) **City Representations and Warranties.** City represents and warrants to Bank that all Entries it provides are complete, accurate and authorized, and that it has obtained authorizations from Receivers for Credit and/or Debit Entries to those Receivers' accounts at participating financial institutions. Receiver authorizations shall expressly authorize Bank to transmit Debit and Credit Entries to correct erroneous Entries to Receivers' accounts and shall authorize City to release to Bank all information concerning its Receivers that is required by Bank to enable it to recover such funds transfers. City shall cease initiating Entries for a Receiver's account(s) immediately upon City's receiving actual or constructive notice of the termination or revocation of the Receiver's authorization, and Bank shall have no liability for Entries transmitted with respect to such Receivers. City shall retain the original or a copy of each authorization received by City for six years after termination or revocation of the authorization and shall provide Bank copies of such authorizations upon Bank's request.

(2) **Entry Limits.** The total dollar amount of Entries transmitted from City to Bank under each ACH Service on any one day shall not exceed the daylight overdraft facility limit set out in Section "S" of Exhibit "A" and City agrees that it

will not exceed that limit without the prior written consent of Bank. City authorizes Bank to charge its Accounts with Bank and other financial institutions in the amount of City's Entries.

(3) **Rejected and Returned Entries.** In the event an Entry is rejected by Bank for any reason whatsoever, it shall be the City's responsibility to remake the Entry. In the event an Entry is returned by an ACH processor, Bank shall resubmit the Entry to City for further instructions from City, if any; however, Bank shall remake such an Entry in cases where the return was due to Bank's mishandling at the time when Bank has sufficient data available to permit Bank to remake such an Entry. Bank will debit or credit City's Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to credit City Account with interest on the amount of any returned Entry it has debited from such City Account.

(4) **Settlement Date.** City will receive funds for any Debit Entry on the Settlement Date, subject to the right of Bank to make adjustments pursuant to this Agreement.

E. Deletion of Services

At any time during the Term of this Agreement, City Controller may notify the Bank in writing to delete certain Banking Services provided by Bank to City under this Agreement. On receiving the notice, Bank shall discontinue providing the City with services deleted by City Controller effective the day the Bank receives the notice. After Bank submits an invoice to the City for such services provided prior to the date of City Controller's notice, Bank shall exclude all charges for services deleted by City Controller from invoices submitted after such charges have been paid.

F. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Bank's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Bank if requested.

G. Limit of Appropriation

(1) The City's duty to pay money to Bank under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Section 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ 0__ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obliged to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Bank a Service Release Order, or similar form approved by the City Controller, containing language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of this Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

(4) City Council delegates to the Controller the authority to approve up to \$1,643,941.00 in supplemental allocations for this Agreement without returning to Council.

(5) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obliged to pay any money under this Agreement in excess of the Allocated Funds. Bank must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Bank's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

V. TERM AND TERMINATION

A. Term

This Agreement is effective as of December 1, 2009 and remains in effect for three years ("Initial Term") unless sooner terminated under this Agreement.

B. Renewals

Upon expiration of the three-year Initial Term, this Agreement will be automatically renewed for two successive one-year terms ("Renewal Term") on the same terms and conditions except with regard to Bank's option set out in Section IV (C). If the City Controller or the City chooses not to renew this Agreement, the City Controller shall notify Bank of non-renewal at least 45 days before the expiration of the then-current term.

C. Termination for Cause

Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination

date. The date must be at least 180 days after Bank's receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify Bank of a default and to effect termination.

VI. MISCELLANEOUS

A. Independent Contractor

Bank is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Bank's performance under this Agreement. All personnel Bank uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Bank is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Bank. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of

superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.
4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
5. If the Force Majeure continues for more than three days from the date performance is affected, the Director may terminate this Agreement by giving seven days' written notice to Contractor. This termination is not a default or breach of this Agreement. **BANK WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6. Bank is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Bank shall employ only fully trained and qualified personnel during a strike.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement, together with Bank's standard agreement described in Section III.A, merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Bank. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement

F. Subcontractors

Bank shall not subcontract any Banking Service it provides City under this Agreement without the prior written approval of the City Controller. A "subcontract" does not include any contract relating to goods or services provided by an affiliate of Bank, or goods or services that are incidental to the Bank's provision of Banking Services to City, such as messenger, delivery, printing, retention and transportation services, or any other goods or services purchased by Bank unless the provider is engaged solely for the purpose of providing goods or services to City. In the event City Controller approves the Bank's use of a subcontractor for any service provided by Bank under this

Agreement, then such a subcontractor or employee of a subcontractor shall be an agent of the Bank and Bank shall be responsible for the quality of services provided to City under this Agreement. Bank shall make timely payments to all persons supplying services to City under this Agreement. **BANK SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF BANK'S FAILURE TO MAKE PAYMENTS TO SUBCONTRACTOR (S) FOR SERVICES TO CITY UNDER THIS AGREEMENT. BANK SHALL REQUIRE ALL ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO CITY.**

G. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

H. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party. Any notice of default or termination is effective only upon actual receipt by the individual named in the notices section for receipt of notice.

I. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

J. Acceptance and Approval

An approval by the City Controller, or by any other instrumentality of the City, of any part of Bank's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required by this Agreement or by law. The City Controller is not authorized to vary the terms of this Agreement.

K. Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of Bank's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Bank shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

L. Community Reinvestment Act

Bank shall comply with the Community Reinvestment Act (CRA), 12 U.S.C. §§ 2901-2908 (2003) and provide City Controller with a copy of its annual CRA public compliance statements and public compliance reports of Bank's CRA reviews conducted by a Federal supervisory agency during the term of this Agreement.

M. Subsidiary Agreements

The City Controller is hereby authorized to execute such subsidiary operating agreements for banking services as may be required to further the purposes of this Agreement for which annual fees shall not exceed \$25,000.00. The subsidiary operating agreements shall be in a form approved by the

City Controller, the City Attorney and the Bank, and may include, but not be limited to, without limitation, general cash management procedures, custody agreements, investment safekeeping agreements, wire transfer agreements, lockbox agreements, zero balance agreements, and deposit reconciliation program agreements.

N. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Bank shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Bank's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

O. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

P. Survival

Bank shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

Q. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Bank only.

R. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Bank's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

S. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

T. Business Structure and Assignments

Bank shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under § 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Bank shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Bank shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

U. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

V. BANK DEBT

IF BANK, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT BANK HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY BANK IN WRITING. IF BANK DOES NOT PAY DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO BANK UNDER THIS AGREEMENT, AND BANK WAIVES ANY RECOURSE THEREFOR. BANK SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

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EXHIBIT A
SCOPE OF SERVICES

GENERAL

Bank shall provide the City with the Basic Services set out below to support the City's Cash Management System.

Bank shall:

1. Maintain 23 accounts for the City, as part of the City's Cash Management System
 2. Provide Controller with the option to increase or decrease the number of accounts City maintains with Bank during the term of this Agreement.
- A. CONCENTRATION ACCOUNT
1. Maintain the City's Concentration Account as the City's master bank account
 2. Transfer all City deposits, with the exception of Section-108 loan account, into the City's Concentration Account nightly
 3. Fund all City accounts from the City's Concentration Account daily
 4. At the end of each day, automatically sweep collected balances in the City's Concentration Account that are over a specified balance and may or may not be maintained for purposes of achieving earnings credits, into a qualified money-market account for investment
 5. Each morning, automatically credit the balance in the qualified money-market account to the City's Concentration Account, to ensure that operating funds are available during the day.

B. DEPOSIT ACCOUNTS

1. Maintain 18 Deposit Accounts for the sole purpose of receiving deposits
2. Maintain the Deposit Accounts as Zero Balance Accounts
3. Automatically transfer deposits from the City's Zero Balance Accounts to the City's Concentration Account at the end of each day.
4. Accept ACH payments to Deposit Accounts and through a secure online communications system, receive electronic files from City initiating an ACH debit to a third party's account and deposit proceeds in the City's Deposit Accounts

C. ACH RECEIVER SERVICES

1. Provide ACH receiver services by consolidating all payments to City into one single accounts receivable file
2. Route daily remittance files directly to City or integrate into Bank's ReceiptStream remittance processes using unique batch ranges for electronic payments
3. Settle City funds daily to the City's Deposit Accounts

D. ORIGINATING ACH TRANSACTIONS

1. Use its File Transfer Protocol (FTP) transmission method for City's ACH large batch origination and disbursements
2. Use the FTP transmission for data files after converting such files into the standard NACHA format.

E. ORIGINATING LARGE VOLUME TRANSACTIONS THROUGH
BATCH FILES

1. Use upon receipt of a transaction file for ACH processing, file-scheduling packages to help ensure that data is not lost and file edit checks to identify potential duplicate files.
2. Provide City with a transaction journal within two hours of receipt of a transaction file for ACH processing and include in its acknowledgement an item count and dollar amounts
3. Maintain an Internet facing FTP server and create a “drop box” directory on the server for the City.
4. Have a duplicate server for disaster recovery and issue City a password to login to access the directory in the event of a disaster

City's Responsibilities

5. The City will use any one of the industry's standard applications to create a transaction file in standard NACHA format for encrypted transmission to Bank through a common protocol such as FTP for final ACH processing
6. City will push and pull data files to the directory for all inbound data sent to Bank
7. City will be responsible for initiating the FTP session to push and pull data files
8. As recommended by the Bank, City will submit large batch files at least two business days before the settlement date.

F. ACH INITIATION AND RECEIPT VIA MANAGED INTERNET

1. Offer City its File Management Service (FMS) to provide City with a comprehensive communications and security interface for the delivery and receipt of transactions and data files between the City and Bank
2. Use industry standard message formats and the highest security measures to send files digitally signed, encrypted and enclosed in a secure e-mail packet through the City's firewalls to the Internet
3. Authenticate each City file and forward files to the appropriate processing system using file formats, delivery deadlines and processing requirements established by the service being used
4. Send and receive files using this method to City departments that opt for this method of transmission.

G. ACH DEBIT BLOCK CAPABILITY ON ALL ACCOUNTS

1. Provide City with its ACH Debit Block services to allow the City to block all ACH transactions, or specific originators, or specific originators by dollar amount or date and allow City-specified, pre-approved ACH debits on an exception basis
2. Set up City-designated accounts as "Post No Checks" accounts to prevent unauthorized paper debits, as well
3. in the event the Controller makes a written request, provide additional protection with its ACH Transaction Review to enable City to confirm ACH debit and credit transactions on-line and return unauthorized transactions on a case-by-case basis.

4. offer City the use of a sophisticated filter to limit the number of transactions it reviews, by using criteria such as debits and credits, company IDs, dollar amount or dollar amount in a certain range and by type of transaction

H. CAPABILITY TO RECEIVE AND PROCESS CHECK IMAGES

1. Support the City's efforts to migrate from paper deposits to electronic deposit processing and by receiving and processing check images online
2. offer both its remote deposit service known as Image Deposit Direct Solution and electronic cash letter deposit service known as Image Cash Letter Solution to City

I. AUTOMATIC RE-DEPOSIT OF RETURNED ITEMS

1. automatically redeposit eligible returned unpaid items the same day that item is returned to the Bank
2. redeposit one time, returned paper items
3. in the event the Controller requests it, provide its re-presented check entry (RCK) service on returned checks to improve the effectiveness of the City's redeposit collections

J. PROCESS ALL COINS DEPOSITED BY CITY

1. Accept coin deposits from the City, as long as coins are sent to Bank in a tamper-evident, two pouch "cash and check" plastic security bag, with one pouch being resealable and the other tamper-evident; with one side of the bag being clear to verify contents and

with the bag number bar-coded on the outside of the bag; and the City uses disposable plastic coin bags for deposits over \$5.00

2. Accept coin deposits delivered to its cash vault site by a City-selected armored courier to enable Bank to process the deposits by cash-vault processing specialists using state-of-the-art equipment
3. Randomly assign City's deposits to available processing associates each day, with one employee being present when deposit bags are opened to verify and count deposits in a highly controlled secure environment
4. Convert cash deposits into usable funds on the same day by updating the City account with a provisional same-day ledger credit in the event City funds are received before the Bank's established local cutoff time for receipt of cash deposits
5. identify all discrepancies by internally managing adjustments below a predetermined sundry amount without posting the corrected entries and absorbing discrepancies of up to \$2.00

K. DEPOSIT TICKETS FORMAT

1. print deposit tickets for the City's Deposit Account in the format specified by the Controller with a unique location and sequential number in the MICR line according to Bank MICR position standards
2. provide City with the ability to make payments to City vendors
3. allow City to bill and pay for deposit tickets through account analysis.

L. VENDOR PAYMENT ACCOUNT

1. Maintain one bank account for the sole purpose of funding all payments other than payroll
2. Maintain this account as a Zero Balance Account that is funded from the Concentration Account to enable the City to make payments from this account by check, wire transfers and ACH
3. Execute wire transfer instructions by means of a computer interface and accept pre-authorized repetitive transfer codes and non-repetitive funds transfer instructions from authorized City personnel
4. Establish sufficient levels of security to prevent unauthorized transfers
5. Accept telephone instructions for wire transfers from City-authorized personnel.
6. Issue stop payments upon receiving electronic or telephone instructions from authorized or designated City personnel authorized by the Controller to issue such instructions; the City will confirm telephone instructions in writing

Positive Pay Service For Vendor Account

7. Provide positive pay service for the vendor account by comparing the City's daily electronic list of checks issued by check number, amount and payee against checks presented to the Bank for payment

8. Provide a system for notifying Controller before making payment, the list of all unmatched items resulting from the positive pay service comparison
9. Accept City's checks-issued lists generated within the City's SAP ERP system, encrypted with third party software and transmitted to Bank as standard text files via FTP.

ACH Payments To Vendors

10. Provide ACH payments to vendors to enable 441 City vendors to continue to use this payment method, with the City transmitting files using interface transaction through FTP via SAP application
11. Provide the City, in addition to batch ACH payments, the ability to initiate one time ACH credits by a computer interface, similar in fashion to the manner in which the City initiates wire transfers
12. Provide City with check imaging and storage of City's cleared vendor checks and provide CD-ROM disks of images of cleared checks
13. Provide City with the option to use its web-based cleared check retrieving service know as the Payables Web Services (PWS) Check Image Service to enable Controller to retrieve cleared/paid checks.

M. PAYROLL ACCOUNT

1. Maintain one account to fund payroll disbursements to employees
2. Maintain this payroll account as a Zero Balance Account funded from the City's Concentration Account

3. Provide for ACH payments for 22,000 employees (except the 350 employees receive paper checks) who participate in the direct deposit program, once every two weeks on a Friday, by direct deposit of their pay either to their bank accounts or to a payroll card
4. Accept ACH standard text files created by City using its SAP software, with file data encrypted using third party software, transferred to Bank via FTP
5. Using ACH data provided by the City, make child support payments through electronic funds transfer
6. Issue stop payments upon electronic notification or telephone communication from authorized City personnel; with City issuing written confirmation of telephone notifications, subsequently
7. Provide a positive pay service for the payroll account by comparing checks presented for payment with the daily electronic list of checks issued, including check number, account, payee name and clearing date transmitted via FTP by City as a standard text file generated within SAP, with data encrypted using third party software
8. Provide confirmation to City of all unmatched items before making payment by treating such items as exceptions
9. Provide the Controller with images of cleared payroll checks in CD-ROM format and the software to access the image files

10. Provide Payroll Cards at no charge to City employees who do not opt to be paid by direct deposit or paper checks by enrolling City employees whose enrollment forms are either faxed to Bank by Controller or whose enrollment forms are sent via Bank's online Agent Service Center
11. Mail within seven to ten business days of enrollment, Payroll Cards to City employees enrolled in the program, offer them the ability to withdraw cash up to stored value, with fee paid overdraft facility and issue a monthly statement and provide online access to the employee's Payroll Card account activities.

N. INVESTMENT ACTIVITY ACCOUNT

1. Maintain a Zero Balance Account that is linked to the Concentration Account to settle purchases, sales, maturities and coupon payments of investments
2. Depending on whether the City is a net investor or borrower for that day, either fund this account from funds in the Concentration Account or from funds sent to the Concentration Account

O. SECTION-108 ACCOUNT

Maintain a demand deposit account that is not a Zero Balance Account and is not linked to the Concentration Account as the City's Section-108 account.

P. MONEY MARKET FUND

1. Bank shall establish this account by providing investment options in various instruments that qualify as allowable under the Texas Public Funds Investment Act
2. If the City utilizes a Money Market Mutual Fund-End of Day Sweep, Bank shall automatically transfer funds over an amount specified by the Controller in the Concentration Account into the Money Market Fund account at the close of each business day
3. At the commencement of each business day, deposit the balance plus interest earned back into the Concentration Account should the City choose to utilize the Repo Sweep; in the event the City chooses the Mutual Fund option, then Bank shall just pay the interest, monthly.

Q. LOCKBOXES

Provide the City with three lockboxes: one low volume lockbox each for the City's Housing and Community Development and Finance Departments and the third, a high volume lockbox for the City's Administration and Regulatory Affairs Department

R. COLLATERAL

See Section III, F of the Agreement.

S. DAYLIGHT OVERDRAFT

Provide the City with a daylight overdraft facility of \$200 million subject to its credit approval process; such daylight overdrafts shall be paid without charge.

T. DAILY BALANCE AND TRANSACTION REPORTING

1. Provide the Controller with access via a personal computer to its online bank balance and transaction system reporting system, such as J.P. Morgan ACCESS, to enable authorized personnel to view detailed balance and transaction information 24 hours a day, 7 days a week
2. Provide access via J.P. Morgan ACCESS to current and prior day transaction information, including ACH, wire transfers, and other debits with 90 days of history and the option to select up to one year of history online
3. Provide designated personnel, including a Security Administrator, in the Controller's office with access to J.P. Morgan ACCESS, allow unlimited concurrent authorized City users to access the system via their personal computers that are loaded with the Windows XP and Vista operating system

U. ACCOUNT ANALYSIS

1. Provide City with monthly account analysis, including an individual statement for each account along with a group summary statement that combines all accounts, within 30 days from the cut-off date.
2. Ensure that the statement, at a minimum, contains the following fields: (a) Account number; (b) Period covered; (c) Average ledger balance; (d) Average funds in the process of collection; (e) Services rendered (to include type of services and quantity); (f)

Per-unit cost of each service provided (per this Agreement); (g) Total cost per services rendered; (h) Total monthly cost of all services rendered; and (i) Calculation of required compensating balance.

3. Provide Controller with access to J.P. Morgan ACCESS portal to enable authorized City employees to view and print 13 months of account analysis history.

V. BANK STATEMENTS

1. Make all bank statements available to the Controller, electronically.
2. Ensure that all bank statements contain a summary of the data and a detailed account of daily and monthly data.
3. Provide the Controller with access to its Payables Web Services and J.P. Morgan ACCESS Information Reporting portals to enable authorized personnel in the Controller's office view and download bank statements.

W. ACCOUNT RECONCILIATION SERVICE

1. Make available to the Controller an electronic list of cleared checks, outstanding checks, stop payments issued, and a list of checks purged from the positive pay file for each monthly reporting period.
2. Use the City's "Positive Pay" electronic file as the source of information for checks issued by City.

3. Provide the Controller with its Full Reconciliation service to enable authorized personnel to upload check issued data files to its Payables Web Services portal or to permit them to enter such data manually using the manual key available on the portal.
4. Make available BAI (Bank Administration format) files of all banking activity electronically through its File Management Services – Direct Transmission service.

X. EMPLOYEE PAYROLL CHECK CASHING PRIVILEGES

Cash all City employee City of Houston payroll checks drawn on Bank without charge, upon presentation of the check with proper identification by the employee, regardless of whether or not the employee maintains an account with the Bank.

Y. CITY LIAISON

Designate a senior banking officer (of the level of vice president or higher) as its liaison with the City Controller's office and notify the Controller in writing about the appointment.

Z. LOCKBOX LOCATION AND PROCESSING

1. Provide the City with wholesale lockboxes at its Houston, Texas location, with capacity to meet the City's future needs.
2. Pick up mail for the lockbox from the post office and deliver it to J.P. Morgan Lockbox Services' mailroom, where items are fine-sorted into individual boxes and mail envelopes opened to allow for easier extraction of contents.

Z-1 ADDITIONAL AGREEMENTS

1. ACH Debit Block & ACH Transaction Review Service Terms
2. ACH INFODEX System Service Terms
3. ACH Origination Service Terms
4. Addendum to Client Access Service Terms for File Management Services (FMS)
5. Amendment for Image Cash Letter w/ACH
6. Chase Payroll Card Program, Client Service Agreement
7. Coin and Currency Service Terms
8. Controlled Disbursement Service Terms
9. Continuing Deposit Security Agreement
10. Image Cash Letter Service Terms
11. Image Deposit Direct Terms – use with/without ACH
12. JPM Chase Client Access Service Terms
13. Lockbox Service Terms
14. Pay Connexion Agreement & First Amendment to Pay Connexion Service Terms
15. Payee Verification Service Terms
16. Positive Pay Service Terms
17. Software License & Maintenance. Addendum Access Terms
18. US Domestic Cash Concentration Products Service Terms – Single
19. USD Funds Transfer Service Terms

Z-2 CHANGES IN TECHNOLOGY

In the event Bank changes the manner in which it offers certain Banking Services listed in Exhibit "A" due to the updates it makes to the technology it uses in offering such services, then, Bank shall provide the City Controller with reasonable notice of such changes and the City Controller has the option to accept such changes in writing so long as the City is not required to expend additional fees on such changes.

EXHIBIT "B"

FEE SCHEDULE FOR BANKING SERVICES

**CITY OF HOUSTON
COMPREHENSIVE FEE SCHEDULE
JUNE 2009**

JPM CODE	SERVICE	TMA CODE	UNIT PRICE
ACCOUNT SERVICES			
1005	ACCOUNT MAINTENANCE	010000	\$4.0000
1010	STATEMENT CYCLES	010307	\$0.0000
1014	PRINTED STATEMENT	010310	\$8.0000
1073	LARGE DOLLAR CHECK REVIEW	150299	\$0.0000
1076	AUDIT CONFIRMATIONS	010630	\$30.0000
1080	CREDIT INQUIRIES	010640	\$20.0000
7632	BASIC PLUS INTERNET STATEMENT	010307	\$0.0000
7634	ELECTRONIC CREDIT POSTED	010101	\$0.0000
7635	ELECTRONIC DEBIT POSTED	010100	\$0.0000
8473	CREDIT INQUIRIES	559999	\$0.0000
1025	STATEMENT PHOTOCOPY	010320	\$15.0000
5242	FAX DDA STATEMENT	019999	\$20.0000
7633	INTERNET DDA STATEMENT	010301	\$0.0000
1028	PREMIUM INTERNET DDA STATEMENT	010307	\$0.0000
1053	INTERNAL CREDITS	010101	\$1.0000
1304	ARP PAID ITEM RETURN CREDIT	010101	\$0.0000
1513	ADT MONTHLY MAINTENANCE CHARGE	010020	\$5.0000
35	FDIC INSURANCE/DEPOSIT INSURANCE		AT COST
	COLLATERAL CHARGES		\$0.0000
ACH SERVICES			
2246	ACH SVC BUREAU PAPER CK OFFSET	250100	\$29.0000
2247	ACH CHECK RETURN-FAX NOTIFY	250320	\$6.0000
2681	ACH CHECK RET - RESUBMITTED	250321	\$1.0000
2695	ACH MAINTENANCE	250000	\$0.0000
2700	ACH CREDITS ORIGINATED	250101	\$0.0250
2705	ACH DEBITS ORIGINATED	250100	\$0.0250
2710	ACH DELETION	250620	\$5.0000
2714	ACH IMPLEMENTATION-DIRECT SEND	251000	\$1,000.0000
2720	ACH RETURN	250302	\$4.5000
2722	ACH NOTIFICATION OF CHANGE	251070	\$1.0000
2727	ACH ORIGINATED-PAPER CHECK	260110	\$0.2500
2729	ACH RETURN-VIA ONLINE RPTNG	250400	\$1.0000
2730	ACH NOC-VIA ONLINE RPTNG	250400	\$1.0000
2735	ACH REVERSALS	250640	\$5.0000
2740	ACH REDEPOSIT	250310	\$1.0000
2742	ACH INTERNET-CREDIT ORIGINATED	250101	\$0.1300
2744	ACH INTERNET-DEBIT ORIGINATED	250100	\$0.1300
2746	ACH INTERNET - MAINTENANCE	250000	\$40.0000
2765	ACH FILE PROCESSING	250501	\$5.0000
2775	ACH DR ORIGINATED NIGHT CYCLE	250199	\$0.0250
2780	ACH INQ-REQ FOR ADDL COPIES	251010	\$1.0000
2796	ACH ADDENDA RECORDS	250120	\$0.0000
2800	ACH CR ORIGINATED NIGHT CYCLE	250199	\$0.0250
2809	ACH EMAIL NOC	251070	\$0.7500
2810	ACH RETURN EMAIL NOTIFICATION	250400	\$0.7500

**CITY OF HOUSTON
COMPREHENSIVE FEE SCHEDULE
JUNE 2009**

2811	ACH U S MAIL NOC	251071	\$5.0000
2812	ACH FAX NOC	251071	\$1.2500
2814	ACH NOC TRANSMISSION REPORTING	251070	\$0.7500
2818	ACH RETURN FILE TRANS NOTIF	250400	\$0.7500
2820	ACH RETURN U S MAIL NOTIF	250401	\$0.0000
2821	ACH RETURN FAX NOTIFICATION	250401	\$1.2500
7626	ACH RETURN FILES TRANSMITTED	250701	\$5.0000
7627	ACH RETURN PAGES FAXED	250711	\$1.2500
2731	ACH RECEIVER SVCS-CCCS PREMIUM	250201	\$0.0500
2732	ACH RECEIVER SVCS-DATA TRANS	259925	\$5.0000
5488	ACH RECEIVER SVCS-SETUP FEE	251000	\$1,000.0000
5489	ACH RECEIVER SVCS-MAINTENANCE	050030	\$0.0000
5490	ACH RECEIVER SVCS-TRANSACTION	050300	\$0.0200
5491	ACH RECEIVER SVCS-REFORMAT	050311	\$0.0200
5492	ACH RECEIVER SVCS-RETURN ITEM	050530	\$6.0000
5493	ACH RECEIVER SVCS-ADDENDA	250220	\$0.0200
2716	ACH CREDIT RECEIVED	250201	\$0.0000
2717	ACH DEBIT RECEIVED	250200	\$0.0000
3175	TPS TAX PAYMENT - FEDERAL	250199	\$4.0000
3181	TPS REPORT - MONTHLY	250799	\$15.0000
3182	TPS REPORT - QUARTERLY	250799	\$15.0000
3186	TPS TAX PAYMENT - STATE	250199	\$4.0000
2262	ACH - CASHCON VIA FAX/PHONE	260310	\$30.0000
2263	ACH - CASHCON REPORTS FAXED	260400	\$17.0000
2605	ACH - CASHCON MAINTENANCE	260000	\$100.0000
4560	ACH - CASHCON ITEM ORIGINATED	260100	\$0.7000
7612	ACH CASH CON - LOCATION ADD	260600	\$2.0000
7613	ACH CASH CON - RETURN ITEM	260200	\$28.0000
7614	ACH CASH CON - LOCATION MAINT	260502	\$1.0000
2252	ACH - EDI RECVD PAYMENTS	250201	\$0.0850
2686	ACH REMITTANCE FILE ITEMS	250720	\$0.0100
2836	ACH COMPOSITE RECEIVER FILE	251030	\$25.0000
2860	ACH ADA MAINTENANCE	251050	\$5.0000
2861	ACH ADA AUTHORIZED ID	251051	\$0.0000
7618	ACH MONTHLY RETURN ANALYSIS	250720	\$10.0000
7619	ACH DAILY TRANSMISSION JOURNAL	250702	\$0.0000
7620	ACH DAILY RETURNS JOURNAL	250710	\$10.0000
1112	ARC ITEM ORIGINATED	25010F	\$100.0000
1114	ARC PAPER DRAFT PRINTED	25010E	\$0.3500
1115	ARC RETURN - ELEC DELIVERY	250400	\$1.7500
1116	ARC RETURN - MAIL DELIVERY	250401	\$12.0000
1117	ARC CHECK RET - ELEC DELIVERY	250320	\$2.5000
1119	ARC RETURN RESUBMITTED	250310	\$3.5000
1120	ARC CHECK RET - RESUBMITTED	250321	\$2.0000
1123	NRLB ARC	25010F	\$0.0350
1126	ARC INCOMING FILE PROCESSED	250501	\$10.0000
1127	ARC MAINTENANCE	250000	\$100.0000
1142	ARC INELIGIBLE DBASE-PER ITEM	250720	\$0.0030
1151	IDD OR DPC NEW APPLICATION	251000	\$1,200.0000
2255	ARC ADMIN RET - IMAGE REPL DOC	250300	\$15.0000
2256	ARC RETURN-FAX NOTIFICATION	250401	\$6.0000

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2257	ARC NOC-ELEC NOTIFICATION	250400	\$0.7500
2258	ARC NOC-FAX NOTIFICATION	250401	\$5.0000
2260	ARC CHECK RETURN-FAX NOTIFY	250401	\$6.0000
2261	ARC ZERO ADMIN RETURN PROCESS	250610	\$7,000.0000
2267	ACH NOC DBASE-MAINTENANCE	250610	\$500.0000

DEPOSIT SERVICES

748	ICL DEPOSIT LATE	100200	\$1.0000
756	ICL DEPOSIT STANDARD	100200	\$0.5000
759	ICL DEPOSIT EARLY	100200	\$0.2500
507	DEP CHECKS LOCAL RCPC SELECTS	100223	\$0.0800
509	DEP CHECKS IN DISTRICT CITY	100223	\$0.0600
517	DEP CHECKS LOCAL RCPC PREMIUM	100223	\$0.0600
512	DEP CHECKS NATIONAL FRB CITY	100224	\$0.0900
515	DEP CHECKS HIGH DOLLAR GROUP	100224	\$0.3500
516	DEP CHECKS BASIC	100224	\$0.0900
701	DEP CHECKS MICR REJECT REPAIR	100230	\$0.2000
703	DEP CKS MICR REJECT REPAIR>.9%	100230	\$0.5500
704	DEP CHECKS DEPOSIT CORRECTIONS	100230	\$5.0000
574	DOMESTIC CK COLLECT SVC FEE	100300	\$0.5000
575	DOMESTIC CK COLLECT SVC VOL	100399	\$0.0000
1436	RCK ACH REDEPOSIT	100400	\$3.0000
1438	DEP RETURN ALTERNATE ADDRESS	100401	\$1.0000
1450	DEP RETURN REDEPOSIT RECLEAR	100402	\$1.2500
1439	DEP RETURN EXPEDITED DELIVERY	100403	\$3.7500
1429	TRANSMISSION OF RETURNS DATA	100411	\$175.0000
1441	DEP RETURN FAX COPY	100415	\$2.0000
1444	DEP RETURN DUPLICATE CK COPY	100415	\$2.0000
1446	DEP RETURN IMAGE TRANSMITTED	100415	\$0.8000
1452	DEP RTN - EMAIL NOTIFICATION	100419	\$1.0000
1440	DEP RETURN PHONE NOTIFICATION	100420	\$11.0000
1433	DATA KEYING RETURN ITEM	100430	\$0.6000
1437	DEP RETURN MULTIPLE LOCATIONS	100430	\$0.6000
1455	DEP RETURN MAKER NAME	100430	\$0.6000
1445	DEP RETURN DUPLICATE ADVICE	100440	\$2.0000
541	CHECK IMAGE DEPOSITED	109999	\$0.0800
548	IDD MONTHLY MAINTENANCE FEE	109999	\$20.0000
1139	SOFTWARE MAINTENANCE FEE	109999	\$20.0000
1140	IDD CHECK SCANNER	109999	Amount
1382	IDD IMPLEMENTATION FEE	109999	Amount
1152	DPC MAINTENANCE	250000	\$20.0000
1155	DPC ACH RETURN	250302	\$0.5500
1147	DPC ELECTRONIC RESUBMIT	250310	\$0.4000
519	IMAGE GROUP ONE	999999	\$0.0450
520	ON-US STANDARD	999999	\$0.0200
521	IRD PERIOD ONE	999999	\$0.0600
522	IRD PERIOD TWO	999999	\$0.1300
523	FILE TRANSMISSION REC. - FTP	999999	\$150.0000
524	FILE TRANSMISSION REC. - VPN	999999	\$150.0000
525	FILE TRANS REC - DEDICATED	999999	\$1,000.0000

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526	IMAGE GROUP TWO	999999	\$0.0350
746	ON US PREMIUM	999999	\$0.0350
747	IRD PERIOD THREE	999999	\$0.2000
1305	CREDITS POSTED	010100	\$0.2000
501	DEP CHECKS ON US	100220	\$0.0400
503	DEP CHECKS CLEARINGHOUSE	100222	\$0.0600
504	DEP CHECKS LOCAL CITY	100223	\$0.0600
506	DEP CHECKS LOCAL RCPC	100223	\$0.0600
510	DEP CHECKS IN DISTRICT RCPC	100223	\$0.0600
513	DEP CHECKS NATIONAL FRB OTHER	100224	\$0.0600
702	DEP CHECKS ENCODING	100228	\$0.0300
1435	DEP RETURN ITEMS RETURNED	100400	\$1.5000
1132	DARC ITEM ORIGINATED	25010F	\$0.0290
3941	FOREIGN CHECK DEPOSIT (CAD)	609999	\$3.0000
527	IRD SELECT	999999	\$0.0500
749	CQD DEPOSITORY CREDIT	999999	\$0.0000
757	IMAGE QUALITY SUSPECT ITEMS	999999	\$0.1500
758	NON-CONFORMING IMAGE ITEMS	999999	\$5.0000
760	ACH ELIGIBILITY TESTING/FILTER	999999	\$0.0010
	DOC IMAGE CAPTURE		\$0.1500
	COLLECTION DRAFTS OUTGOING		\$15.0000
	PAYABLE THRU DRAFTS		\$0.3500
	COLLECTION DRAFTS INCOMING		\$20.0000
	COLLECTION RETURN ITEM NOT PD		\$25.0000
	COLLECTION OUT/IN COUPON		\$7.5000
	INFORMATION SERVICES		
3612	ECG CUSTOM MONTHLY MAINTENANCE	300020	\$0.0000
7215	EC GATEWAY MONTHLY MAINT	300400	\$0.0000
7216	EC GATEWAY MONTHLY TRANS FEE	300400	\$0.0000
7218	FRAME RELAY NETWORK MAINT FEE	300400	\$0.0000
3614	ENHANCED REC SVCS MTHLY MAINT	300010	\$50.0000
3621	RECEIVING TRANSL PER 1000 CHAR	300210	\$0.2000
3623	ADDENDA RECEIVED-PER 80 CHAR	309999	\$0.0400
3632	RECEIVER VAN TRANS W/SURCHARGE	300503	\$30.0000
3633	RECEIVER DIRECT DIAL TRANS	300500	\$10.0000
3634	RECEIVER FAX REPORT-PER PAGE	309999	\$2.5000
3635	CCD/PPD/CIE TRANS RECEIVED	309999	\$0.4000
1033	EDI 822 ANALYSIS MODULE MAINT	010400	\$35.0000
1034	EDI 822 ANALYSIS ACCT MAINT	010400	\$5.0000
4228	EDI 828 ISSUE FILE ITEM	309999	\$0.0100
4229	EDI 821 PAID FILE ITEM	309999	\$0.0100
4428	EDI 821 FINANCIAL INFO RPTG	309999	\$0.1700
4429	EDI 821 EXCEPTION ITEM	309999	\$1.0000
4430	EDI 828 PAY / NO-PAY DECISION	309999	\$1.0000
4431	STOP PAYMENT	309999	\$1.0000
2634	P\$ 3RD PARTY/VAN TRANSMISSION	300100	\$4.5000
2637	P\$ EDI ORIG IMPLEMENTATION	300300	\$4,500.0000
2641	P\$ MONTHLY MAINTENANCE	300000	\$175.0000
2646	P\$ FILE PROCESSING	300100	\$10.0000

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2647	EDI TRANSMISSION ITEMS	300110	\$0.1500
2651	P\$ 3RD PARTY/VAN SET UP	300300	\$25.0000
2663	P\$ FAX ADVISING	300121	\$2.5000
2664	P\$ EDI PAYMENT ADDENDA	300110	\$0.0300
2667	P\$ 3RD PARTY/VAN ITEM PROC	300110	\$0.0160
2668	P\$ MANUAL CANCELLATION	309999	\$25.0000
4205	P\$ EDI PAYMENT ORIG DEBIT	300110	\$0.1500
4206	P\$ ELECTRONIC CANCELLATION	309999	\$10.0000
4207	P\$ EMAIL ADVISING	309999	\$2.5000
4208	P\$ PAPER ADVISING 1ST PAGE	300120	\$6.5000
4209	P\$ PAPER ADVISING ADD'L PAGE	300120	\$4.0000
4231	P\$ SPLIT MONTHLY MAINTENANCE	300000	\$90.0000
4389	ELIS MONTHLY MAINTENANCE	309999	\$100.0000
4390	ELIS ADD'L INVOICE SOURCE	309999	\$25.0000
4392	ELIS INVOICE INPUT	309999	\$7.0000
4394	ELIS ITEM DETAIL	309999	\$0.0250
5060	P\$ EDI PAYMENT ORIG WIRE	309999	\$3.0000
3608	PAYSOURCE MTHLY MAINT (PER ID)	3000ZZ	\$100.0000
3620	TRANSLATION FEE-PER 1000 CHAR	300112	\$0.2000
3622	PAYSOURCE-PER TRANSACTION FEE	309999	\$0.0500
3625	SPLIT REMIT DELIV -FAX- N AMER	309999	\$1.5000
3627	SPLIT REMIT DELIV VIA-FAX EMEA	309999	\$2.5000
3628	SPLIT REMIT DELIV VIA-FAX ASIA	309999	\$3.5000
3629	SPLIT REMIT DELIV VIA INTERNET	309999	\$2.5000
3630	FMS FILE TRANSMISSION	300500	\$10.0000
3631	VAN TRANS FEE- W/SURCHARGE	300503	\$30.0000
7223	EC MAINTENANCE	300010	\$100.0000
	EC TRANS FEE PER 1000 CHAR	N/A	\$0.0000
2629	R\$ EDI RPTG SUM REPORT FC/TOC	300524	\$2.0000
2631	R\$ EDI RPTG DET REPORT FC/TOC	300524	\$2.0000
2639	R\$ EDI RCVNG IMPLEMENTATION	300320	TBD
2642	R\$ EDI RCVNG MONTHLY MAINT	300010	\$50.0000
2661	R\$ EDI FAX REPORT	300121	\$2.5000
2669	R\$ EDI RPTG SEGMENT PROCESSING	300210	\$0.0300
4211	R\$ FILE PROCESSING	300200	\$10.0000
4213	R\$ REASSOCIATION PER SOURCE	300224	\$20.0000
4214	R\$ REASSOCIATION MAINTENANCE	300211	\$50.0000
4215	R\$ REASSOCIATION PER PAYMENT	300211	\$0.5000
4217	R\$ EDI PAPER ADV ADD'L PAGE	300220	\$4.0000
4218	R\$ EDI EMAIL REPORT	309999	\$2.5000
4219	R\$ EDI RPTG 820 DOWNLOAD MAINT	300224	\$35.0000
4221	R\$ EDI RPTG 820 DLOAD SEGMENTS	300224	\$0.1900
4222	R\$ EDI RPTG SUM RPT MAINT CNET	300224	\$35.0000
4223	R\$ EDI RPTG SUM SEGMENTS CNET	300224	\$0.1900
4230	R\$ EDI RPTG SEGMENT - NACHA	300212	\$0.1000
4232	R\$ DYNAMIC RPTG SEGMENTS	300224	\$0.1900
4234	R\$ DYNAMIC RPTG MODULE MAINT	300224	\$40.0000
4395	REFORMAT MONTHLY FEE	309999	\$40.0000
4396	MERGE MONTHLY PRODUCT FEE	309999	\$40.0000
6065	1 YR HISTORY RETENTION	406999	\$50.0000
6067	ACCT MAINT FEE (45 DAY HIST)	400699	\$25.0000

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6068	ACCT MAINT FEE (90 DAY HIST)	400699	\$10.0000
6074	ACCT MAINT FEE (10 DAY HIST)	400699	\$10.0000
6076	ACCESS ACCOUNT TRANSFER ITEM	400699	\$2.2500
6079	INFO SVCS TRANSACTIONS LOADED	400699	\$0.0500
6084	JPMORGAN ACCESS LICENSE FEE	400699	\$0.0000
6087	JPMORGAN ACCESS SUBSCRIP FEE	400699	\$0.0000
6090	JPMORGAN ACCESS CLIENT MAINT	400699	\$0.0000
6099	JPMORGAN SPECIAL REPORT FEE	406999	\$11.6667
7357	JPMORGAN ACCESS CLIENT MAINT	400699	\$0.0000

CURRENCY SERVICES

1306	BRANCH CREDITS POSTED	100000	\$1.0000
1309	ATM DEPOSIT	100101	\$1.0000
	BRANCH DEPOSIT ADJUSTMENT	100500	\$5.0000
1314	BRANCH DEPOSIT IMMEDIATE VERIF	100000	\$0.0020
1316	BRANCH COIN DEP PAR OR MIX BAG	100012	\$5.0000
1320	BRANCH DEPOSIT IN NON STD BAG	100099	\$2.0000
1327	BRANCH DEPOSIT POST VERIF	100007	\$0.0015
1318	BRANCH ORDER COIN ROLL	100044	\$0.0500
1319	BRANCH ORDER CURRENCY STRAP	10004A	\$0.2000
1333	BRANCH ORDER PROCESSED	100040	\$2.2500
1310	VAULT DEPOSIT	100100	\$0.7500
1459	VAULT DEPOSIT DOLLARS	10011Z	\$0.8000
1461	VAULT DEPOSIT RECEIPT MAILERS	100154	\$0.7500
1468	VAULT EMAIL NOTIFICATION	100154	\$0.0000
1475	VAULT DEPOSIT ROLLED COIN	100110	\$0.2000
1482	VAULT DEPOSIT STD STRAP NOTES	100115	\$0.0000
1486	VAULT DEP NON STD STRAP NOTES	100114	\$0.0000
1493	VAULT DEPOSIT IN NON STD BAG	100199	\$1.0000
1506	VAULT DEP PARTIAL OR MIXED BAG	100111	\$3.0000
1525	VAULT DEPOSIT STD COIN BAG	100113	\$0.7500
1535	VAULT ENVELOPE DEPOSIT VERIF	100104	\$0.7500
1540	VAULT ACTIVITY REPORT MAILED	100199	\$50.0000
1545	VAULT ACTIVITY REPORT FAXED	100199	\$25.0000
1617	VAULT DEPOSIT ADJUSTMENT	100501	\$5.0000
1618	VAULT DEPOSIT ADJUSTMENT NOTIF	100520	\$5.0000
1476	VAULT ORDER COIN ROLLS	100144	\$0.0500
1477	VAULT ORDER COIN ROLLS-BOX	100146	\$0.0500
1479	VAULT ORDER COIN BAG LOOSE	100147	\$1.2500
1485	VAULT NOTE-SPECIALIZED	100115	\$0.0021
1495	VAULT STANDARD ORDERS	100141	\$1.7500
1497	VAULT ORDER CURRENCY STD STRAP	10014A	\$0.2000
1498	VAULT EXPEDITED SPECIAL ORDERS	100143	\$10.0000
1499	VAULT ORDER NON STANDARD STRAP	100148	\$0.0250
1619	VAULT ORDER ATM FIT STRAPS	10014D	\$1.0000

DISBURSEMENT SERVICES

	DOC IMAGE CAPTURE		\$0.1500
3205	FULL RECON ITEMS	200110	\$0.0300

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3207	FULL RECON MAINTENANCE	200010	\$0.0000
3293	EXCESSIVE ARP REJECTS	200210	\$1.0000
3294	ARP MANUAL KEY ENTRY	200210	\$0.0000
3209	PARTIAL RECON MAINTENANCE	200020	\$60.0000
3210	PARTIAL RECON ITEMS	200120	\$0.0500
3228	PAYEE NAME REVIEWED ITEM	150122	\$0.0100
3322	DEPOSIT RECON MAINTENANCE	100600	\$60.0000
3325	DEPOSIT RECON ITEMS	100610	\$0.1000
3262	POSITIVE PAY MAINTENANCE	150030	\$0.0000
3263	ARP EXCEPTION ITEMS	209999	\$2.0000
3264	REVERSE POSITIVE PAY MAINT	150031	\$50.0000
3265	REVERSE POSITIVE PAY ITEMS	150120	\$0.0200
3267	ARP FAX FEES	209999	\$1.0000
3268	POS PAY EXCEPTION ITEMS	150120	\$30.0000
3269	ISSUE INPUT WITHOUT RECON	200201	\$10.0000
3271	ISSUE INPUT WITH RECON	200201	\$0.0000
3272	CHECK EXCEPTION RETURN	150320	\$2.5000
7721	SEAL VERIFICATION	159999	\$0.0700
3291	ARP OUTGOING FILE	200301	\$5.0000
3348	ARP SHIPPING PREP FEE	209999	\$25.0000
3372	ADDITIONAL RECONCILIATION	200420	\$25.0000
3373	DUPLICATE REPORT	200420	\$25.0000
3376	ARP CUSTOM REPORT	200324	\$25.0000
7713	DAILY PAID RECONCILIATION	209999	\$150.0000
3470	TS PRNT OUTSRCING MAINT	150040	\$50.0000
3472	TS PRNT OUTSRCING CHECK PRNT	151810	\$1.0000
3473	TS PRNT OUTSRCING CKS NON JPMC	151810	\$1.0000
3474	TS PRNT OUTSRCING STATEMNTS	151830	\$1.0000
3475	TS PRNT OUTSRCING ADDL PAGES	151830	\$0.2000
3485	PRINT OUTSOURCING INVOICE PRNT	151871	\$1.0000
3486	PRINT OUTSOURCING TAX FORM	151871	\$1.0000
3490	PRINT OUTSOURCING EOB PRINT	151871	\$1.0000
3471	TS PRNT OUTSRCING SETUP	151880	TBD
3478	TS PRNT OUTSRCING ENHANCEMNT	151870	TBD
3476	TS PRNT OUTSRCING MANUAL PULL	151820	\$30.0000
3477	TS PRNT OUTSRCING RGSTR FILE	151800	\$10.0000
3479	TS PRNT OUTSRCING CUST INSRT	151870	\$0.0100
3480	TS PRNT OUTSRCING INPUT FILE	151800	\$10.0000
3481	TS PRNT OUTSRCING PKG PREP	151870	\$5.0000
3482	TS PRNT OUTSRCING SPEC SVCS	151870	\$1.0000
3484	PRINT OUTSOURCING IMAGE TRANS	151871	\$0.0500
3487	TS PRNT OUTSRCING POSTAGE	151850	\$0.3470
3488	TS PRNT OUTSRCING FRGN POSTAGE	151850	\$0.6900
3493	PRINT OUTSOURCING ENVELOPES	151871	\$0.1300
3494	PRINT OUTSOURCING SHIPPING BOX	151871	\$2.3500
7773	CHECK PRINT FILE UPLOAD	151800	\$10.0000
7729	CK PRINT POSTAGE PRESORT 2OZ	151850	\$0.5650
2205	CONT DISB MAINTENANCE	150000	\$110.0000
2210	CONT DISB CHECKS PAID	150110	\$0.1700
5234	CONT DISB FUNDING TRANSFER	10112	\$0.4000
2285	CHECKS/DEBITS POSTED	010100	\$0.0500

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2286	MISCELLANEOUS DEBIT	010100	\$0.0000
2325	OFFICIAL CHECKS	150511	\$2.0000
3306	PAPER CHECK RETURN	159999	\$0.0500
3307	PAPER CHECK RETURN MAINTENANCE	159999	\$5.0000
	PAPERLESS PACKAGE		\$15.0000
7735	RETURN ITEMS	150320	\$9.0000
1321	COMMERCIAL CHECK CASHING	150501	\$0.0000
1323	NOT ON US CHECK CASHING MAINT	150500	\$250.0000
1324	NOT ON US CHECK CASHING	150509	\$8.0000
1072	MULTIPLE SIGNATURE REVIEW	150131	\$7.5000
2320	STOP PAYMENT	150420	\$15.0000
2321	RANGE STOP PAYMENT-ELECTRONIC	150410	\$50.0000
2322	RANGE STOP PAYMENT-MANUAL	150420	\$150.0000
2338	STOP PAYMENT AUTOMATIC RENEWAL	150510	\$4.0000
3499	POST NO CHECKS MAINTENANCE	1500ZZ	\$0.0000
5406	SIGNATURE VERIFICATION	150210	\$0.0000
6639	ELECTRONIC STOP PAYMENT	999999	\$4.0000
3384	CD ROM MEDIA	151353	\$15.0000
3385	CD ROM MAINTENANCE	159999	\$0.0000
3387	CD ROM ADDITIONAL MEDIA	151353	\$0.0000
3386	IMAGE CAPTURE PER ITEM	151351	\$0.0200
3392	IMAGE EXCEPTION REVIEW MAINT	209999	\$50.0000
3393	IMAGE EXCEPTION TRANSMISSION	209999	\$150.0000
3395	IMAGE EXCEPTION ITEM RETURNED	209999	\$15.0000
3495	IMAGE RETENTION PER ITEM	159999	\$0.0100
7691	IMAGE DUPLICATE CD-ROM	151353	\$15.0000
7692	POS PAY EXCEPTIONS - INTERNET	150030	\$10.0000
1030	CHECK PHOTOCOPY RETRIEVAL	010610	\$4.0000
3378	IMAGE TRANSMISSION PER TRANS	150711	\$100.0000
3389	PAID ITEM LISTING DAY ONE	200324	\$0.0200
3397	IMAGE POSITIVE PAY MAINTENANCE	209999	\$50.0000
4377	CD ROM EXCEPTION PROCESSING	151353	\$200.0000
6640	IMAGE RETENTION EXT PER ITEM	159999	\$0.0400
6618	PWS CHECK SERVICES MAINTENANCE	999999	\$0.0000
6620	PWS RECON REPORTS/STATEMENTS	999999	\$0.0000
6621	PWS IMAGING MAINTENANCE	151350	\$0.0000
6622	PWS ISSUE FILE (IFR) # ACCTS	999999	\$0.0000
6623	PWS FILE OUTPUT (IFD) # ACCTS	999999	\$0.0000
6624	PWS MAINT POSITIVE PAY	999999	\$0.0000
6625	PWS EMAIL EXCEPT NOTIF	999999	\$10.0000
6626	PWS EXTENDED REPORT RETENTION	999999	\$0.0000
6627	PWS EXT PAID CHECK RETN 6 MO	159999	\$0.0100
6628	PWS EXT PAID CHECK RETN 12 MO	159999	\$0.0200
6629	PWS EXT PAID CHECK RETN 24 MO	159999	\$0.0250
6630	PWS EXT PAID CHECK RETN 36 MO	159999	\$0.0300
6631	PWS EXT PAID CHECK RETN 48 MO	159999	\$0.0350
6632	PWS EXT PAID CHECK RETN 60 MO	159999	\$0.0400
6633	PWS EXT PAID CHECK RETN 72 MO	159999	\$0.0450
6634	PWS EXT PAID CHECK RETN 84 MO	159999	\$0.0500
6636	PWS RPP EXCEPT REVIEW MAINT	209999	\$30.0000
6637	PWS EXTENDED REPORT RETRIEVAL	999999	\$0.0000

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6638	PWS REVERSE POSPAY EXCEPTIONS	999999	TBD
6645	IMAGE RETRIEVAL PER RETRIEVE	151352	\$2.0000
6646	IMAGE RETRIEVAL LT PER RETR	151352	\$2.0000
6648	PWS RPP ADJUSTMENT REQUEST	150031	\$0.0000

USD CLEARING SERVICES

2077	FAX ADVICE	350412	\$5.0000
5925	SWIFT DEBIT ADVICE	350402	\$1.5000
5927	MAIL DEBIT ADVICE	350412	\$1.0000
5928	MAIL CREDIT ADVICE	350412	\$1.0000
5929	PHONE DEBIT ADVICE	350580	\$7.0000
5930	PHONE CREDIT ADVICE	350411	\$10.0000
5931	TELEX DEBIT ADVICE	350560	\$20.0000
5932	TELEX CREDIT ADVICE	350560	\$20.0000
5933	DIRECT DELIVERY WIRE NOTIFY1-2	350402	\$3.5000
5934	DIRECT DELIVERY WIRE NOTIFY3-4	350402	\$4.5000
5935	DIRECT DELIVERY WIRE NOTIFY5-6	350402	\$5.5000
5857	PHONE EXPRESS BOOK DEBIT	350120	\$35.0000
5858	PHONE EXPRESS FED DEBIT	350100	\$35.0000
5859	PHONE EXPRESS CHIPS DEBIT	350210	\$35.0000
5883	FED TRANSFER FEE	350531	\$0.0000
5884	CHIPS MESSAGE FEE	350532	\$0.0000
5886	BOOK CREDIT	350320	\$2.0000
5887	FED CREDIT S/T	350300	\$2.0000
5888	FED CREDIT REPAIR	350300	\$5.0000
5889	CHIPS CREDIT S/T	350310	\$9.0000
5890	CHIPS CREDIT REPAIR	350310	\$11.5000
5873	ELECTRONIC PRIORITY WIRE FEE	350530	\$15.0000
5875	RM ASSISTED DEBIT	359999	\$100.0000
5841	BANK INITIATED BOOK DEBIT	359999	\$100.0000
5842	BANK INITIATED FED DEBIT	359999	\$100.0000
5843	BANK INITIATED CHIPS DEBIT	359999	\$100.0000
5845	BANK INIT. ACC.DEBIT TRANSFER	359999	\$50.0000
5846	BANK INITIATED FX DEBIT	600222	\$100.0000
5958	DRAWDOWN BOOK DEBIT	350523	\$5.0000
5960	DRAWDOWN BOOK CREDIT - MAN.	350320	\$100.0000
5961	DRAWDOWN FED DEBIT	350521	\$16.0000
5962	ELEC. DRAWDOWN FED REQUEST	350521	\$3.5000
5963	MAN. DRAWDOWN FED REQUEST	350525	\$100.0000
5822	ELECTRONIC BOOK DEBIT S/T	350124	\$2.0000
5823	ELECTRONIC BOOK DEBIT REPAIR	350124	\$7.0000
5824	ELECTRONIC FED DEBIT S/T	350104	\$2.0000
5825	ELECTRONIC FED DEBIT REPAIR	350104	\$2.5000
5826	ELECTRONIC CHIP DEBIT S/T	350113	\$2.0000
5827	ELECTRONIC CHIP DEBIT REPAIR	350112	\$10.5000
6380	CHASE ON LINE DOMESTIC WIRE	350580	\$8.0000
6381	CHASE ON LINE INTL WIRE	350580	\$30.0000
5971	SOLUTION CENTER PHONE INQUIRY	350530	\$0.0000
5972	AUTOMATED PHONE INQUIRY	350560	\$0.0000
5974	ESERVE NOTIFICATION	350560	\$0.0000

**CITY OF HOUSTON
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5978	ESERVE INVESTIGATION	350560	\$0.0000	
5979	ESERVE INQUIRY CONFIRMATIONS	350560	\$0.0000	
5985	ACCOUNT MAINTENANCE	359999	\$4.0000	
5836	ELECTRONIC FX DEBIT	600221	\$15.0000	
5837	PHONE FX DEBIT	600222	\$35.0000	
6389	FX AUTOCONVERT BOOK DEBIT NC	350580	\$0.0000	
6390	FX AUTOCONVERT BOOK DEBIT ST	350580	\$5.0000	
6391	FX AUTOCONVERT BOOK DEBIT REP	350580	\$7.5000	
6408	ADVICE - NOT CHARGE	999999	\$0.0000	
5878	INTERNATIONAL ELEC. DEBIT	359999	\$30.0000	
5879	INT'L PHONEOP NONREPT. DEBIT	359999	\$45.0000	
5847	PHONE OPERATOR BOOK DEBIT	350222	\$35.0000	
5848	PHONE OPERATOR FED DEBIT	350202	\$35.0000	
5849	PHONE OPERATOR CHIP DEBIT	350212	\$35.0000	
5852	PHONE OPERATOR REPT.BOOK DEBIT	350220	\$35.0000	
5853	PHONE OPERATOR REPT.FED DEBIT	350200	\$35.0000	
5854	PHONE OPERATOR REPT.CHIP DEBIT	350200	\$35.0000	
5880	ELECTRONIC LINESHEET SET-UP	359999	\$5.2500	
5881	MANUAL LINESHEET SET-UP	350531	\$20.0000	
5882	REPETITIVE LINESHEET STORAGE	350551	\$0.0000	
5443	SOFTI STANDARD CALCULATION	409999	\$8.0000	
5444	SOFTI NONSTANDARD CALCULATION	409999	\$16.0000	
5521	SOFTI THIRD PARTY CALLS	359999	\$10.0000	
LIQUIDITY MANAGEMENT				
1041	EOD FED FUNDS BORROWED-MAINT	459999	\$125.0000	
1046	INVESTMENT SWEEP FEE	450020	\$0.0000	
7845	EOD NETTED INVESTMENT SWEEP	450020	\$275.0000	
7848	EOD MONEY MKT FUND SWEEP-MAINT	019999	\$50.0000	
7849	EOD INVESTMENT SWEEP-MAINT	450020	\$175.0000	
7850	INTRADAY MONEY MKT FUND SWEEP	159999	\$175.0000	
2315	OVERDRAFT NSF ITEM RETURNED	150340	\$38.0000	
2316	OVERDRAFT NSF ITEM PAID	150341	\$38.0000	
1055	ZERO BALANCE MASTER ACCOUNT	010020	\$0.0000	
1065	ZERO BALANCE SUB ACCOUNT	010021	\$5.0000	
LOCKBOX SERVICES				
6107	SNLB SCANNABLE ITEM	050101	\$0.3000	x
6108	SNLB SCANNABLE OCR DOCUMENT	050122	\$0.0200	x
6109	SNLB SCANNABLE OCR DOC REJECT	059999	\$0.2000	x
6204	SNLB DEPOSIT PREPARATION	050300	\$1.2500	x
6205	SNLB NON STANDARD NEGOTIABILITY REV	05011P	\$0.1000	x
6246	SNLB MAINTENANCE	050020	\$125.0000	x

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6247	SNLB ADDITIONAL DEPOSITS	050302	\$25.0000	x
6248	SNLB PREMIUM PROCESSING	050136	\$50.0000	x
6249	SNLB WHOLESALE ITEM	050100	\$0.5000	x
6250	SNLB UNPROCESSABLE ITEM	050530	\$0.3000	x
6251	SNLB NO CHECK ITEM	05011M	\$0.3000	x
6252	SNLB CHECK CLEARING	10021Z	\$0.1100	x
6253	SNLB INCOMING COURIER PACKAGE	059999	\$10.0000	x
6141	SNLB OCR DOC IMAGE CAPTURE	05011R	\$0.0800	x
6142	SNLB SPECIAL IMAGE HANDLING	059999	\$0.2000	x
6258	SNLB CHECK MICR CAPTURE	050121	\$0.0250	x
6259	SNLB DATA CAPTURE	050126	\$0.0120	x
6270	SNLB DOCUMENT IMAGE CAPTURE	05011R	\$0.1500	x
6256	SNLB DUPLICATE DEPOSIT ADVICES	05032Z	\$60.0000	
6264	SNLB CHECK COPY	05011A	\$0.0800	x
6265	SNLB REASSOCIATION ITEM	050115	\$0.1500	x
6266	SNLB PAPER DELIVERY PREP	05011L	\$0.0600	x
6267	SNLB PACKAGE PREP	05041Z	\$25.0000	x
6268	SNLB COURIER DELIVERY SERVICE	050413	\$1.4000	x
6269	SNLB POSTAGE	050410	\$0.1800	x
6206	SNLB >10 ACCEP PAY >5 UNACCEP	050131	\$0.1000	
6207	SNLB 25+ACCEP PAY10+ UNACCEP	050131	\$0.2000	
6208	SNLB GROUPS/SORTS-SIMPLE	050112	\$0.1000	
6209	SNLB GROUPS/SORTS-COMPLEX	050113	\$0.1500	
6210	SNLB BALANCING	05011P	\$0.1000	
6211	SNLB SPECIAL HANDLING OTHER	05011P	\$0.1500	
6212	SNLB FOREIGN ITEMS SENT FOR COLLEC	050105	\$10.0000	
6213	SNLB MULTIPLE DEPOSIT ACCOUNTS	050316	\$25.0000	
6254	SNLB CASH PROCESSING	05013B	\$10.0000	
6255	SNLB CREDIT CARD AUTHORIZATION	05013A	\$1.5000	
6277	SNLB SPECIAL PROCESSING MAINT	05011P	\$100.0000	
6217	SNLB CHECK ONLY IMG PRESENTMT	050424	\$25.0000	
6218	SNLB DOC IMAGE PRESENTMENT	050424	\$60.0000	
6219	SNLB CONSOL RECEIVABLE MAINT	050030	\$25.0000	
6220	SNLB CHK IMAGE SHRT TRM STOR	050424	\$0.0100	
6221	SNLB DOC IMG SHRT TRM STOR B&W	050424	\$0.0200	
6225	SNLB EXTENDED STORAGE	050424	\$0.0050	
6227	SNLB LONG TERM STORAGE CHECKS	050600	\$0.0300	
6228	SNLB LONG TERM STOR B&W DOC	050600	\$0.0300	
6232	SNLB ALERTS	050510	\$1.0000	
6234	SNLB REMITTER MGMT MAINT	059999	\$25.0000	
6235	SNLB MICR ENHANCEMENT	059999	\$0.0500	
6239	SNLB ADDITIONAL REPORTS	05031Z	\$25.0000	
6242	SNLB REMITTER RECORD STORG	059999	\$0.0200	
6243	SNLB CD ROM MAINTENANCE	050423	\$100.0000	
6274	SNLB WEB DOWNLOAD MANAGER	050406	\$25.0000	
6275	SNLB CD ROM	050423	\$50.0000	
6276	SNLB ADDITIONAL PROGRAMMING (PER H	050137	\$100.0000	
6281	SNLB RETURN ITEM MAINTENANCE	059999	\$15.0000	
6802	SNLB INBOUND TRANS MAINT	059999	\$100.0000	
6262	SNLB DATA TRANSMISSION MAINT	050400	\$100.0000	
6263	SNLB DATA TRANSMISSION ITEM	050401	\$0.0300	

**CITY OF HOUSTON
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6271	SNLB IMAGE TRANSMISSION MAINT	050420	\$100.0000
6272	SNLB IMAGE TRANSMISSION PAGE	050420	\$0.0300
6101	WNLB MAINTENANCE	050001	\$75.0000
6102	WNLB ADDITIONAL DEPOSITS	050302	\$2.0000
6103	WNLB PREMIUM PROCESSING	050136	\$0.0000
6106	WNLB WHOLESALE ITEM	050100	\$0.3500
6114	WNLB UNPROCESSABLE ITEM	050530	\$0.5000
6115	WNLB NO CHECK ITEM	05011M	\$0.2000
6116	WNLB CHECK CLEARING	10021Z	\$0.1100
6117	WNLB INCOMING COURIER PACKAGE	059999	\$10.0000
6119	WNLB ECONOMY LOCKBOX IMAGE	05000Z	\$155.0000
6245	WNLB DEPOSIT PREPARATION	050300	\$2.0000
6126	WNLB CHECK MICR CAPTURE	050121	\$0.0250
6127	WNLB DATA CAPTURE	050126	\$0.0150
6140	WNLB DOCUMENT IMAGE CAPTURE	05011R	\$0.1500
6154	WNLB ADDITIONAL PROGRAMMING	050137	\$100.0000
6157	WNLB SITE STUDY	050330	\$1,000.0000
6122	WNLB DUPLICATE DEPOSIT ADVICES	05032Z	\$40.0000
6125	WNLB PAPERLESS PACKAGE	050400	\$15.0000
6133	WNLB CHECK COPY	05011A	\$0.0000
6134	WNLB REASSOCIATION ITEM	050115	\$0.1500
6135	WNLB PAPER DELIVERY PREP	05011L	\$0.0000
6136	WNLB PACKAGE PREP	05041Z	\$15.0000
6137	WNLB COURIER DELIVERY SERVICE	050413	\$1.4000
6138	WNLB POSTAGE	050410	\$1.0000
6120	WNLB CASH PROCESSING	05013B	\$10.0000
6121	WNLB CREDIT CARD AUTHORIZATION	05013A	\$2.0000
6155	WNLB SPECIAL PROCESSING MAINT	05011P	\$100.0000
6166	WNLB NON STAND NEGOT REVIEW	05011P	\$0.1000
6167	WNLB >10 ACCEP PAY>5 UNACCE	050131	\$0.1000
6168	WNLB 25+ACCEP PAY10+ UNACCEP	050131	\$0.2000
6169	WNLB GROUPS/SORTS-SIMPLE	050112	\$0.1000
6170	WNLB GROUPS/SORTS-COMPLEX	050113	\$0.2000
6171	WNLB BALANCING	05011P	\$0.1500
6172	WNLB SPECIAL HANDLING OTHER	05011P	\$0.1500
6173	WNLB FORGN ITEMS SENT FOR COLL	050105	\$10.0000
6131	WNLB WEB DOWNLOAD MANAGER	050406	\$25.0000
6152	WNLB CD ROM	050423	\$50.0000
6178	WNLB CHECK ONLY IMG PRESENTMT	050424	\$25.0000
6179	WNLB DOC IMAGE PRESENTMENT	050424	\$60.0000
6180	WNLB CONSOL RECVBLE MO MAINT	050030	\$25.0000
6181	WNLB CHK IMAGE SHRT TRM STOR	050424	\$0.0100
6182	WNLB DOC IMG SHRT TRM STOR B&W	050424	\$0.0200
6184	WNLB DOC IMG SHRT TRM STOR CLR	050424	\$0.0800
6185	WNLB EXTENDED STORAGE	050424	\$0.0050
6187	WNLB LONG TERM STORAGE CHECKS	050600	\$0.0300
6188	WNLB LONG TRM STOR B&W DOC	050600	\$0.0600
6189	WNLB LONG TRM STOR CLR DOCS	050600	\$0.2000
6191	WNLB ALERTS	050510	TBD
6193	WNLB REMITTER MGMT MAINT	059999	\$25.0000
6194	WNLB MICR ENHANCEMENT	059999	\$0.0500

**CITY OF HOUSTON
COMPREHENSIVE FEE SCHEDULE
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6198	WNLB ADDITIONAL REPORTS	05031Z	\$25.0000
6201	WNLB REMITTER RECORD STORG	059999	\$0.0200
6202	WNLB CD ROM MAINTENANCE	050423	\$100.0000
6800	WNLB INBOUND TRANS MAINT	059999	\$100.0000
6801	WNLB STOPPED TRANSACTION	059999	\$0.5000
6129	WNLB DATA TRANSMISSION MAINT	050400	\$100.0000
6130	WNLB DATA TRANSMISSION ITEM	050401	\$0.0300
6144	WNLB IMAGE TRANSMISSION MAINT	050420	\$100.0000
6145	WNLB IMAGE TRANSMISSION PAGE	050420	\$0.0300
6140	WNLB DOC IMAGE CAPTURE	05011R	\$0.1500
	Other services are customized to meet the clients specific processing instructions and pricing is provided based on detailed operational guidelines		
	Additional services may be requested by the City of Houston at a price mutually agreeable to both parties		

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The Bank, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Bank, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bank, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Bank, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The Bank, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the Bank's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Bank, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The Bank, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the Bank's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Bank, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Bank shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bank will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Bank becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Bank may request the United States to enter into such litigation to protect the interests of the United States.
8. The Bank shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Bank and each subcontractor.

EXHIBIT "D"
MWBE SUBCONTRACT TERMS

Bank shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within five business days of execution of this subcontract, Bank and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
 - e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, Art Neville, Senior Vice President as an owner or officer of
(Name) (Print/Type) (Title)
JPMorgan Chase Bank, N.A. (Bank)
(Name of Company)

have authority to bind Bank with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Bank is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Bank that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Engineers (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Bank that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

October 15, 2009
(Date)

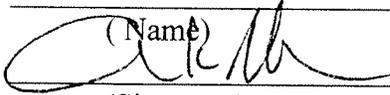
JPMorgan Chase Bank, N.A.
(Name)

(Signature)
Senior Vice President
(Title)

EXHIBIT "F"

**BANK'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

Art Neville, Senior Vice President

(Name)

(Title)

as an owner or officer of JPMorgan Chase Bank N.A. (Bank)
(Name of Company)

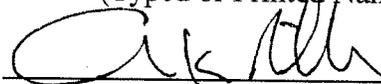
have authority to bind the Bank with respect to its bid, and hereby certify that Bank has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved

in performing _____
(Project)

Bank agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

October 15, 2009
(Date)

JPMorgan Chase Bank, N.A.
(Typed or Printed Name)


(Signature)

Senior Vice President
(Title)

EXHIBIT "G"

DRUG POLICY COMPLIANCE DECLARATION

I, Art Neville, Senior Vice President as an owner or officer of
 (Name) (Print/Type) (Title)
JPMôrgan Chase Bank, N.A. (Bank)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20__.

_____ A written Drug Free Workplace Policy has been implemented and employees
 Initials notified. The policy meets the criteria established by the Mayor's Amended Policy on
 Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the
 Initials Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order
 No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
 Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
 Initials performing on the City of Houston contract. The number of employees in safety
 impact positions during this reporting period is _____.

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

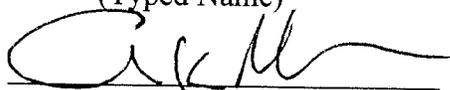
	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	-	_____
Percent Employees Positive	_____	_____	-	_____

Initials Any employee who tested positive was immediately removed from the City worksite
consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance
with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in
this declaration are within my personal knowledge and are true and correct.

October 15, 2009
(Date)

JPMorgan Chase Bank, N.A.
(Typed Name)

(Signature)

Senior Vice President
(Title)

EXHIBIT "H"

FORM POP 2

CERTIFICATION OF AGREEMENT TO COMPLY WITH

PAY OR PLAY PROGRAM

Available at <http://www.houstontx.gov/aacc/payorplay/pop2.pdf>