

ORDINANCE NUMBER O- 19487 (NEW SERIES)

DATE OF FINAL PASSAGE MAY 10 2006

AN ORDINANCE TO APPROVE AN EXTENSION TO THE MASTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO METROPOLITAN CREDIT UNION FOR AUTOMATED CLEARING HOUSE SERVICES

WHEREAS, the City issued a Banking Request for Proposal dated July 2000; and

WHEREAS, the San Diego Metropolitan Credit Union [Bank] responded to the City's RFP, and was selected to provide payroll banking services, as provided in that certain Master Agreement, dated as of May 15, 2001, as supplemented [Master Agreement, attached hereto as Exhibit 1]; and

WHEREAS, the Master Agreement terminates on May 15, 2006, and the City desires to extend Master Agreement for an additional one and one-half years; and

WHEREAS, City Charter section 99 provides that no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the members elected to the Council after holding a duly noticed public hearing; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the foregoing recitals are true and correct.

Section 2. That the Mayor, the Chief Operating Officer or the Chief Financial Officer, in consultation with the City Attorney, is hereby authorized and directed to cause to be executed an amendment to the Master Agreement to extend its termination date to a date no later than December 1, 2007; provided however that the compensation payable by the City to the Bank

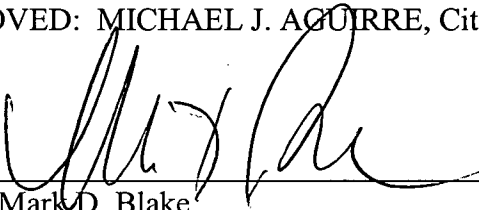
during the extension period shall not exceed the compensation payable to the Bank in accordance with the Master Agreement on the date hereof.

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Mark D. Blake  
Chief Deputy City Attorney

MDB:ai  
03/22/06  
Or.Dept:Treas  
O-2006-108

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of MAY 02 2006.

ELIZABETH S. MALAND  
City Clerk

By *Mamuel E. Ketchum*  
Deputy City Clerk

Approved: 5-10-06  
(date)

*JSL*  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

## MASTER AGREEMENT

THIS MASTER AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and San Diego Metropolitan Credit Union (SDMCU), herein called "SDMCU".

NOW, THEREFORE, in consideration of the mutual obligations of the parties as herein expressed, City and SDMCU agree as follows:

A **TERMS OF MASTER AGREEMENT.** The terms of this Master Agreement consist of or include the following documents, which are hereby attached or, by reference, incorporated within the text of this document or Master Agreement as if fully set forth herein:

1. City's Banking Services Request for Proposal dated July 2000 and hereafter referred to as "RFP."
2. SDMCU's response to the RFP dated August 25, 2000 and addenda to the Response hereafter referred to as "Response."
3. Agreement between SDMCU and the City dated January \_\_\_\_, 2001 and hereafter referred to as "Supplemental Agreement".

In the event of any dispute or questions of interpretation, this cover document shall govern, and the terms of the RFP shall govern as against the Response or the Supplemental Agreement or any additional SDMCU agreements.

B. **BANKING SERVICES.** The SDMCU will provide ACH Payroll banking services as described in the RFP and the Response as may be required by the City.

C. **SDMCU COMPENSATION**

1. Processing fees for services rendered will be equal to the sum of SDMCU's unit rate, as described in SDMCU 's Response, (Exhibit P1, Pricing Schedule).
2. The City will not pay any costs for services, or other fees without prior approval from the City Treasurer, Assistant Treasurer, Investment Officer or their authorized representative from the City Treasurer's office. The City shall not be liable for services or supplies which have been ordered directly by any department other than the authorized representatives of the offices of the Auditor and Comptroller or the City Treasurer.
3. Unit prices contained herein shall remain in effect until December 31, 2001.

Subsequent increases in the individual fees may be submitted by SDMCU but shall not exceed the increase in the Consumer Price Index for the United States (hereafter referred to as "CPI-U"), as published by the United States Department of Labor Statistics, for the one-year period ending September 30 of the year preceding the year in which the price increase will occur. Any price adjustment will take effect on January 1 of the year following written notice by SDMCU of the increase to the City. The City shall not be liable for any increase above these limits, with the exception of any pass-through regulatory fees, without prior written approval of the City Treasurer.

4. Payment shall be due and payable on each settlement day. Payment shall be deducted from the City's account at SDMCU.
5. SDMCU will be responsible for providing the City with an accurate statement of fees paid to SDMCU by the City for each ACH processing. Any errors by the SDMCU in charging the City for services rendered during the City's fiscal year become final and conclusive within 30 days of receipt by the City of the June monthly billing for each fiscal year.

D. **RELATED AGREEMENTS.**

1. If, in the performance of this agreement and the furnishings of banking services required or furnished under this Master Agreement, the City through its City Treasurer, signs any SDMCU offered document pertaining to the furnishing of such services, it is understood by City and SDMCU and agreed that if any terms in those SDMCU documents are contrary to this Master Agreement, either as to the terms or the costs of services (including fees or penalties), the terms conditions, and fees established in this Master Agreement shall govern. The Master Agreement, as supplemented, represents the entire agreement between the parties hereto with respect to the subject matter thereof and supersedes all other written and oral agreements with respect to such subject matter.
2. It is the intent of the parties, the City and the SDMCU, that the provisions of the Master Agreement shall prevail over any conflicting provisions of any related SDMCU agreements or any addenda whenever added. Both parties agree to this

since they do not anticipate amending any conditions of the Master Agreement.

Both parties further agree that any dispute that may arise concerning the rights and responsibilities of each party shall be governed exclusively by the terms of the Master Agreement. Matters which are not explicitly addressed in the Master Agreement, RFP, Response, or Supplemental Agreement, shall be governed by the related SDMCU agreements or any addenda to those agreements.

E. **TERM OF MASTER AGREEMENT.** This Master Agreement shall remain in full force and effect for five (5) years or until terminated:

1. unilaterally by the City upon 24 hours written notice to the SDMCU in the event of SDMCU's insolvency or act of misfeasance or malfeasance;
2. unilaterally by the City upon 30 days written notice to the SDMCU in the event of a downgrade in the credit rating of the SDMCU by any of the nationally recognized credit rating services or an event that would severely impact the operations of the City, e.g. strike or natural disaster; or
3. by the City or SDMCU upon 90 days written notice of either party. The City unilaterally reserves the right to extend the contract for periods of 30 days up to a maximum of 90 days after the contract termination under the same terms and conditions of this Master Agreement.

F. **ADMINISTRATION.** SDMCU's San Diego Main Office located at Mildred Street, will be the Branch of Account and its officers assigned to manage the account relationship.

1. **Third Party Agreements.** The parties may mutually arrange for third party services for courier and other services not normally provided by the SDMCU but that are reasonably necessary for the delivery of the City's ACH Payroll needs.
2. **Agency and Bonding Requirements.** Couriers and messengers will be bonded in an amount agreeable to the SDMCU and the City as per the Response.
3. **Assignment.** SDMCU shall not assign, transfer, or sell the rights to provide any banking services without the written consent of the City.
4. **Timeliness.** The SDMCU shall perform in the times set forth in the RFP, the

Response and in the Supplemental Agreement.

- G. **AMENDMENTS.** Amendments to this Master Agreement shall be effective only when in writing and signed by the SDMCU and City. The City Treasurer is authorized to execute reasonably necessary amendments to this agreement to perform the purpose and intent of this Master Agreement.
- H. **REPORTING AND LIABILITY.** SDMCU shall perform the services agreed upon as described in the RFP, Response and/or Supplemental Agreement and shall furnish the required reports and other forms exercising the same degree of care used in processing items and data and compiling reports for its own use except when prevented from doing so by strikes, mechanical or electrical breakdown or other causes beyond its control. In no event shall SDMCU be liable for any loss, destruction, mutilation, damage or theft of any documents or items resulting from any cause whatsoever except those resulting from the negligence, willful misconduct, or fraudulent act of SDMCU or its employees.
- I. **CUSTODIAN OF DATA.** All computerized media (whether transmitted by mainframe or personal computer, magnetic tape, magnetic disc, etc.) And other printed media required for the storage and maintenance of City's data owned by the City will be returned to the City except as otherwise provided by the City. SDMCU will act as custodian of City's data and upon cancellation notice from the City will furnish City with any or all said data or property within a reasonable period of time as agreed upon by the SDMCU and City.
- J. **SDMCU'S OBLIGATION TO MAINTAIN RECORDS.** This Master Agreement, and the performance by City hereunder, shall not relieve SDMCU of any obligation imposed by law or contract, regarding the maintaining of records or other matters from not employing adequate audit, account and review practices customarily followed by a similar business.
- K. **AUDIT AND INSPECTION OF RECORDS BY CITY.** At any reasonable time upon reasonable notice during normal business hours, and as often as the City deems necessary, SDMCU shall make available to the City for examination all of SDMCU's data and records with respect to Entries transmitted pursuant to this Master Agreement and SDMCU will permit the City to audit, examine, and make excerpts or transcripts from such data and records. For every Entry transmitted by the City to

SDMCU pursuant to this Master Agreement, SDMCU shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years following the date of transmittal.

- L. **CITY PROVISIONS WITH RESPECT TO HIRING CITY EMPLOYEES.** In accordance with Council Policy Number 300-11, the City has the right to unilaterally and immediately terminate this Master Agreement if the SDMCU employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or in connection with the selection of the SDMCU. The City will provide the SDMCU with a list of those City employees to whom this provision applies.
- M. **CITY REQUIREMENTS WITH REGARD TO PRODUCT ENDORSEMENT.** The SDMCU agrees to comply with the City's Administrative Regulation 95.65, Product Endorsement. Advertisements referring to the City as a user of a product or services requires prior written City Manager approval.
- N. **CITY REQUIREMENTS FOR MAINTAINING A DRUG-FREE WORKPLACE.** The SDMCU agrees to comply with Council Policy 100-7, City's Drug-Free Workplace/City Contractor Policy.
- O. **CITY EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS.** The SDMCU agrees to comply with the City's Equal Opportunity Program as specified below:
  - 1. **Equal Opportunity Contracting**  
SDMCU shall submit to the City Treasurer statistical information as requested in the City of San Diego Contract Activity Report indicating the amount of sub-contracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each subconsultant/subcontractor/vendor/service provider listed in the report. SDMCU agrees to issue payment to each of the firms listed within 14 days after City release of funds or be assessed a penalty of 2% of the amount due each firm for each month or portion of a month in which payment is not made.
  - 2. **Equal Employment Opportunity**  
SDMCU and each of its subconsultants will comply with Title VII of the Civil Rights Acts of 1964, as amended, Executive Orders 11246, 11375, and 12086,



the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. SDMCU will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

Upon request by the City of San Diego, the SDMCU will submit a current Work Force Report and, if required, an Equal Employment Opportunity (EEO) Plan which sets forth the actions that the SDMCU will take to achieve the City's goals for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women and people with disabilities.

Further, the SDMCU will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Master Agreement so that such provisions will be binding upon each subconsultant.

3. Local Business and Employment

SDMCU acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on all City contracts. SDMCU will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Master Agreement from local residents and firms as opportunities occur. SDMCU agrees to hire qualified residents and firms whenever feasible.

SDMCU understands that failure to comply with the above requirements, and/or submitting false information in response to these requirements, may result in withholding progress payments until SDMCU complies with the above, or termination of the Master Agreement, and/or suspension from participating in future City contracts as a prime or subconsultant, for a period of not less than one (1) year. For additional or subsequent violation, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this section shall prohibit SDMCU from participating in future City contracts until all penalties have been satisfied.

P. **RIGHT TO AUDIT**

1. **Access** The City retains the right to review and audit, and the reasonable right of access to SDMCU's and all Subconsultant's premises to review and audit

SDMCU's and Subconsultant's compliance with the provisions of this Master Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of SDMCU's premises, of any and all records with appropriate safeguards, for such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in strictest confidence allowed by law.

2. **Audit** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines is necessary to discover and verify that the SDMCU is in compliance with all requirements under this Master Agreement.
  - a. **Cost Audit** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
  - b. **Accounting Records** SDMCU shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The SDMCU shall make available to the City for review and audit, all Agreement related accounting records and documents, and any other financial data. Upon the City's request, the SDMCU shall submit exact duplicates of originals of all requested records to the City.
3. **City's Right - Binding on Subconsultant** The SDMCU shall include the City's Right as described in Section Q, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.
4. **Compliance Required Before Mediation or Litigation** A condition precedent to proceeding with mandatory mediation and further litigation is the SDMCU's full compliance with the provisions of this Section Q within sixty days of the date on which the City mailed a written request to review and audit compliance.

Q. **NON-DISCRIMINATION REQUIREMENTS**

1. **Compliance with the City's Equal Opportunity Contracting Program** The SDMCU and each of its Subconsultants shall comply with the City's Equal Opportunity Contracting Program Consultants Requirements which is attached hereto as Exhibit E and incorporated herein by this reference.
  2. **Non-Discrimination Ordinance** The SDMCU shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The SDMCU shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The SDMCU understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the SDMCU and any Subconsultants, vendors and suppliers.
  3. **Compliance Investigations** Upon the City's request, the SDMCU agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the SDMCU has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the SDMCU for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance* (Municipal Code sections 22.3501-22.3517.) The SDMCU understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the SDMCU up to and including contract termination, debarment, and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. SDMCU further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination Ordinance* apply only to violations of said *Nondiscrimination Ordinance*.
- R. **DRUG FREE WORKPLACE** The SDMCU agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Master Agreement by this

reference. The SDMCU shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E (7)].

1. **SDMCU's Notice to Employees** The SDMCU shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.
2. **Drug-Free Awareness Program** SDMCU shall establish a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the work place.
  - b. The policy of maintaining a drug-free work place.
  - c. Available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. **Posting the Statement** In addition to Section S (1) above, the SDMCU shall post the drug-free policy in a prominent place.
4. **Subconsultant's Agreements** The SDMCU further certifies that each contract for Subconsultant Services for this Agreement shall contain language that binds the Subconsultant to comply with the provisions of Section Q of this Master Agreement, as required by Sections 2.A. (1) through (3) of Council Policy 100-17. SDMCU and Subconsultants shall be individually responsible for their own drug-free work place program.

S. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

1. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the SDMCU, or the SDMCU's employees, agents, and officers, arising out of any services performed involving this Agreement, except liability for Professional Services covered under Section S(2), the SDMCU agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, or employees from and against

all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents or officers, or any third party. The SDMCU's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees. This Section in no way alters or modifies the SDMCU's obligations and duties under Section S (4) herein.

2. Indemnification for Professional Services As to the SDMCU's professional obligations, work or services involving this agreement, the SDMCU agrees to defend, indemnify and hold harmless the City, its agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorneys fees, losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the SDMCU or the SDMCU's employees, agents, or officers to include any losses of the City due to any unauthorized or improper wire transfer initiated by the SDMCU.

T. **MANDATORY NON-BINDING MEDIATION**

1. If a dispute arises out of, or relates to this Master Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation in accordance with the rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.
2. **Mandatory Mediation Costs** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.
3. **Selection of Mediator** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in banking aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall

serve a Request for Mediation on the opposing concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

- a. If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.
- b. The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frames.
- c. If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

4. **Conduct of Mediation Sessions** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

- a. Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.
- b. Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal

proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

U. **NOTICES**

In all cases where written notice is required under this Master Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Master Agreement. For the purpose of this Master Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Office of the Treasurer  
Attn: Chief Investment Officer  
1010 2nd Ave, 6th Floor West Tower, MS 606A  
San Diego, CA 92101

With copy to:

City Auditor and Comptroller  
City of San Diego  
202 "C" Street, Suite 9B  
San Diego, California 92101  
Attn: Ed Ryan

and notice to the SDMCU shall be addressed to:

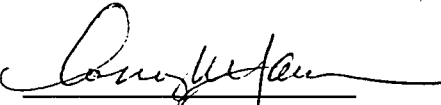
Vice President Finance  
San Diego Metropolitan Credit Union  
5555 Mildred Street, Suite 205  
San Diego, CA 92110


1. **Compliance with Controlling Law** SDMCU shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Master Agreement. In addition, the SDMCU shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statues, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Master Agreement.
2. **Jurisdiction, Venue, and Attorney's Fees** The venue for any suit or proceeding concerning this Master Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Treasurer, pursuant to Section 45 of the City Charter authorizing such execution, and by SDMCU.

Dated 5/15/01

THE CITY OF SAN DIEGO  
a municipal corporation

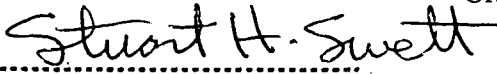
By   
CONNY M. JAMISON  
City Treasurer

By   
ADELE SANBERG  
Vice President Finance  
San Diego Metropolitan Credit Union  
*AS Amended (Section C, 4 (s131), #E)*

I HEREBY APPROVE the form and legality of the foregoing Master Agreement this \_\_\_ day of \_\_\_\_\_, 2001.

Approved as to form and legality  
this 17<sup>th</sup> day of MAY, 2001  
CASEY GWINN, City Attorney

\_\_\_\_\_  
CASEY GWINN  
City Attorney

By   
*Senior* Deputy City Attorney



CITY OF SAN DIEGO BANKING SERVICES PRICING SCHEDULE  
EXHIBIT P1  
PRICING SCHEDULE

TMA CODE	SERVICE	AVERAGE MONTHLY WORKLOAD	PRICE	TOTAL PRICE
<b>DEPOSIT SERVICES</b>				
01 0000	ACCOUNT MAINTENANCE		4	
01 0022	ZBA MAINTENANCE		1	
	FDIC CALCULATION (Per \$1000) *Please footnote calculation			
10 0000	BRANCH PROCESSED DEPOSIT		199	
10 0010	COIN DEPOSITED-MISCELLANEOUS LOOSE, ROLLS			
10 0013	COIN DEP-BAGS SUBJECT TO COUNT			
10 0015	BRANCH CURRENCY DEPOSITED \$100		749	
10 0044	COIN SUPPLIED-INDIVIDUAL ROLLS		88	
10 0049	CURRENCY SUPPLIED-BRANCH \$100		123	
10 0100	VAULT DEPOSIT-REGULAR HOURS		9	
10 0106	DEPOSIT CONDITIONING BURCHARGE		118	
10 0109	SEGREGATED VAULT DEPOSIT EXTENDED HOURS		588	
10 0111	VAULT COIN DEPOSIT NONSTANDARD BAG SORTED		66	
10 0111	VAULT COIN DEPOSIT NONSTANDARD BAG MIXED PARK METER		89	
10 0113	VAULT COIN DEPOSITED STANDARD BAGS		2441	
10 0114	CENTRAL VAULT CURRENCY DEPOSIT		10256	
10 014A	VAULT CURRENCY SUPPLIED-STANDARD (FEDERAL) STRAPS		18	
10 0140	VAULT CALL-IN CHANGE ORDER		48	
10 0144	VAULT COIN SUPPLIED-NONSTANDARD QUANTITY ROLLS		148	
10 0148	VAULT COIN SUPPLIED-STANDARD BOX (PER ROLL)		13	
10 0148	VAULT CURRENCY SUPPLIED-NONSTANDARD QTY \$100		271	
10 0151	VAULT DEPOSIT-EXTENDED HOURS (MIXED)		32	
10 0140	VAULT EMERGENCY/SUPPLY CHANGE ORDER		0	
10 0210	CHECKS DEPOSIT-FULLY ENCODED BOA		25973	
10 0212	CHECKS DEPOSIT - FULLY ENCODED CALIFORNIA CLEAR		62074	
10 0213	CHECKS DEPOSIT FULLY ENCODED OTHER CALIFORNIA		84427	
10 0214	CHECKS DEPOSIT-FULLY ENCODED ALL OTHER		14815	
10 0220	CHECKS DEPOSITED-ON US ITEMS		2109	
10 0229	CHECK DEPOSITED NOT ON US ITEMS		11358	
10 0229	CHECK DEPOSITED-FOREIGN		0	
10 0230	ENCODED CHECK REJECT RATE CHG IN EXCESS OF 7%		0	
10 0300	OUTGOING COLLECTIONS-REGULAR		0	
10 0400	DEPOSIT ITEM RETURN		392	
10 0402	DEPOSIT ITEM RECLEARED		702	
10 0440	DEP ITEM RETURNED FEE-FOREIGN		0	
10 0501	VAULT DEPOSIT ADJUSTMENT (CASH)		1	
10 0822	VAULT SUPPLIES FURNISHED		0	
10 0899	RUBBER STAMPS		0	
10 8999	MISSING/NON STANDARD CARRIER RECEIPT		1	
10 0106	DEPOSIT CONDITIONING BURCHARGE		0	
10 0106	VAULT CURRENCY ENVELOPE EXTRACTION		0	
	SACRAMENTO LOCKBOX			
	MONTHLY MAINTENANCE			
	FAXED NOTIFICATION (WARRANT AND REMITTANCE DOCUMENT)			
	TELEPHONE NOTIFICATION (WARRANT AMOUNT & REMITTANCE DATA)			
	WARRANT PROCESSING FEE			
	WIRE & OTHER FUNDS TRANSFER SERVICES			
35 0103	OUTGOING FEDWIRE-AUTOMATED		35	
35 0123	OUTGOING BOOK TRANSFER-AUTOMATED		4	
35 0200	OUTGOING FED WIRE - BRANCH		1	
35 0320	INCOMING BOOK TRANSFER		2	
35 0300	INCOMING WIRE TRANSFER		18	
35 0410	FUNDS TRNSFER ADVISE-MAIL-DR		0	
35 0411	FUNDS TRANSFER ADVISE-PHONE CR		0	
35 0431	REPETITIVE TEMPLATE STORAGE		35	
35 9999	ACH TRANSFERS SYSTEM MAINTENANCE		1	
	BANK BALANCE AND REPORTING SERVICES			
	ACH DETAIL RECEIVED EACH ACCT		1	
	ACH DETAIL RECEIVED ITEMS PRINTED		231	
	CURRENT DAY STANDARD REPORT 1ST ACCT		1	

Post-It Fax Note 7071

Date	4/30/01	# of pages	5
To	Maibei Rhodes	From	Ray Day
Co./Dept.		Co.	
Phone #		Phone #	619.533.3610
Fax #	619.297.0521	Fax #	619.533.3649

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	CURRENT DAY STANDARD REPORT ADPL ACCTS	1	
	CURRENT DAY STANDARD REPORT ITEMS PRINTED	62	
	EEAS MONTHLY MAINTENANCE	1	
	PREVIOUS DAY BALANCE REPORTING 1ST ACCT	1	
	PREVIOUS DAY BALANCE REPORTING ADDL ACCTS	2	
	PREVIOUS DAY DETAIL REPORTING 1ST ACCT	1	
	PREVIOUS DAY DETAIL REPORTING ADDL ACCTS	2	
	PREVIOUS DAY DETAIL REPORTING ITEMS PRINTED	231	
	MERCHANT SERVICES		
	TOTAL NUMBER OF TRANSACTIONS	6067	
09 0000	NUMBER OF VISA TRANSACTIONS	4078	
	NUMBER OF MASTERCARD TRANSACTIONS	1891	
	TERMINAL FEE	11	
	PRINTER FEE	10	
	PIN PAD FEE	1	
	IMPRINTER FEE	1	
	VISA-CPS/RETAIL CARD PRESENT	3067	
	VISA-CPS RETAIL 2	18	
	VISA AIRF	79	
	MC INTL ELECTRONICM	48	
	MC MERIT 1	230	
	MC MERIT 3 FACE/PAGE	1434	
	MC CORP STANDARD	11	
	MC CORP DATA RATE 1	114	
	VISA BUS ELECT	73	
	VISA BUSINESS STD	48	
	VISA CHECK CARD	268	
30 0099	ELECTRONIC PAYMENT CONSOLIDATOR SERVICE		
	DATA TRANSMISSION	21	
	ITEM PROCESSING		
	PRENOTES ON US	68	
	PAYMENTS ON US	799	
	PRENOTES NOT ON US	25	
	PAYMENTS NOT ON US	2107	
	ACH DIRECT DEBIT Services		
24 0200	EPS DEBITS RECEIVED ON US	17	
24 0200	EPS DEBITS RECEIVED FROM ACH	12	
24 0201	EDI RECEIVE PAYMENT	37	
25 0201	EPS CREDITS RECEIVED ON US	62	
25 0201	EPS CREDITS RECEIVED FROM ACH	30	
25 0703	DAILY ACH DETAILED REPORT	1	
25 0703	DAILY ACH PER ITEM	60	
	ACH DIRECT DEBIT PAYMENT SERVICES		
	MONTHLY MAINTENANCE		
	MULTIPLE COMPANY FILES	1	
	INPUT CHARGES	21	
	ON US ITEMS	1184	
	ACH ITEMS	6048	
	RETURNED ITEMS	27	
	RE-ENTERED ITEMS	11	
	NOTIFICATION OF CHANGE	47	
	ACH TAX PAYMENT SERVICES		
25 0711	TAX RECEIPT	12	
25 0711	FAX RECEIPT	7	
	ACH/EFTPS TRANSACTIONS	14	
25 0108	TAX PAYMENT SOFTWARE (fed, state, and state board of equalization)	1	
	TOTAL COST DEPOSITORY SERVICES =		
	DISBURSEMENT SERVICES		
01 0000	ACCOUNT MAINTENANCE	2	
01 0022	ZBA MAINTENANCE	1	
	FDIC CALCULATION (Per \$1000) *Please footnote calculation		
	PAPER DISBURSEMENT SERVICES		
15 0000	CONTROLLED DISBURSEMENT MAINTENANCE	2	
15 0100	REGULAR CHECKS PAID AGAINST ACCT-TRUNCATED ITEMS	6023	
15 0102	CONTROLLED DISBURSEMENT CHECKS PAID - TRUNC ITEM	9803	

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	MANUAL STOP PAYMENT		
15 0410	AUTOMATED BTOP PAY	21	
15 0410	AUTOMATED CHECK INQUIRY	2	
15 0410	AUTOMATED STOP PAY-STOP CANCEL	1	
15 1351	PAID CHECK IMAGE ONSITE PER ITEM (CD ROM)	15818	
	FULL RECONCILEMENT		
20 0019	FULL RECONCILEMENT MAINTENANCE-ON CALL	2	
20 0100	FULL RECONCILEMENT MAINTENANCE-ADDITIONAL	0	
20 0201	CHECK ISSUE INFORMATION-TRANSMISSION	17330	
20 0201	CHECK ISSUE INPUT-TRANSMISSION MEDIA	20	
20 0209	CHECK ISSUE INFORMATION-CTAPE		
20 0210	CHECK ISSUE-INPUT MANUAL	62	
20 0310	FULL ACCOUNT RECONCILEMENT- EXTRA PAID REPORT	0	
20 0310	FULL ACCOUNT RECONCILEMENT-ADDITIONAL COPY REPORT	2	
20 0310	FULL ACCOUNT RECONCILEMENT-ADDITIONAL XTRA PAID RPT	9	
20 0310	FULL ACCOUNT RECONCILEMENT-ADDITIONAL XTRA O/S RPT	9	
20 0321	FULL ACCOUNT RECONCILEMENT-EXTRA O/S REPORT	9	
20 0500	ELECTRONIC RECONCILEMENT	0	
	PARTIAL RECONCILEMENT		
	CHECK PAID INFORMATION-TRANSMISSION	17330	
	PARTIAL ACCT RECONCILEMENT MAINTENANCE		
	PARTIAL ACCOUNT RECONCILEMENT- PAID CHECK REPORT	0	
	Please detail pricing schedule for partial reconciliation		
	WIRE & OTHER FUNDS TRANSFER SERVICES		
35 0103	OUTGOING FEDWIRE-AUTOMATED	35	
35 0123	OUTGOING BOOK TRANSFER-AUTOMATED	4	
35 0200	OUTGOING FED WIRE - BRANCH	1	
35 0320	INCOMING BOOK TRANSFER	2	
35 0300	INCOMING WIRE TRANSFER	18	
35 0410	FUNDS TRANSFER ADVISE-MAIL-DR	0	
35 0411	FUNDS TRANSFER ADVICE-PHONE CR	0	
35 0551	REPETITIVE TEMPLATE STORAGE	35	
35 8999	ACH TRANSFERS SYSTEM MAINTENANCE	1	
	ACH TAX PAYMENT SERVICES		
25 0711	TAX RECEIPT	12	
25 0711	FAX RECEIPT	7	
	ACH/EFTPS Transactions	14	
25 010B	TAX PAYMENT SOFTWARE (fed, state, and state based of equalization)	1	
	BANK BALANCE AND REPORTING SERVICES		
	ACH DETAIL RECEIVED EACH ACCT	1	
	ACH DETAIL RECEIVED ITEMS PRINTED	231	
	CURRENT DAY STANDARD REPORT 1ST ACCT	1	
	CURRENT DAY STANDARD REPORT ADDITIONAL ACCT	1	
	CURRENT DAY STANDARD REPORT ITEMS PRINTED	62	
	EEAS MONTHLY MAINTENANCE	1	
	PREVIOUS DAY BALANCE REPORTING 1ST ACCOUNT	1	
	PREVIOUS DAY BALANCE REPORTING ADDITIONAL ACCT	2	
	PREVIOUS DAY DETAIL REPORTING 1ST ACCOUNT	1	
	PREVIOUS DAY DETAIL REPORTING ADDITIONAL ACCT	2	
	PREVIOUS DAY DETAIL REPORTING ITEMS PRINTED	231	
	ACH DIRECT DEBIT Services		
25 0200	EPS DEBITS RECEIVED ON US	17	
25 0200	EPS DEBITS RECEIVED FROM ACH	12	
25 0201	EOI RECEIVE PAYMENT	37	
25 0201	EPS CREDITS RECEIVED ON US	62	
25 0201	EPS CREDITS RECEIVED FROM ACH	30	
25 0703	DAILY ACH DETAILED REPORT	1	
25 0703	DAILY ACH PER ITEM	60	
	ACH DIRECT DEBIT PAYMENT SERVICES		
	MONTHLY MAINTENANCE		
	MULTIPLE COMPANY FILES	1	
	INPUT CHARGES	21	
	ON US ITEMS	1184	
	ACH ITEMS	6048	
	RETURNED ITEMS	27	
	RE-ENTERED ITEMS	11	

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<b>TOTAL COST DISBURSEMENT SERVICES =</b>			
<b>CUSTODIAL SERVICES</b>			
ADMINISTRATIVE SERVICES		1	
SECURITY SERVICES			
BOOK ENTRY TRANSACTIONS (FED)		25	
BOOK ENTRY TRANSACTIONS (DTC)		60	
PHYSICAL TRANSACTIONS		5	
REPURCHASE AGREEMENT (BUY)		25	
REPURCHASE AGREEMENT IF SEPARATE FROM BUY FEE		25	
COLLATERAL SUBSTITUTION			
ASSET MAINTAINANCE (FED)			
ASSET MAINTAINANCE (DTC)			
ASSET MAINTAINANCE (PHYSICAL)			
ONLINE WIRE TRANSFERS			
INCOMING WIRE TRANSFERS		1	
OUTGOING WIRE TRANSFERS		1	
INTERBANK INCOME (FROM CITY'S DEPOSITORY BANK)		11	
INTERBANK OUTGOING (TO CITY'S DEPOSITORY BANK)		11	
OTHER BANKING SERVICES			
OVERDRAFT ADMIN FEE (INDEX/BREAD/RATE)			
SWEEP ACCT FEE			
DEMAND DEPOSIT ACCT FEE (IF DEMAND DEP. ACCT REQU)			
DOA BALANCE AND TRANSACTION REPORTING FEE			
FLAT FEE (if the proposal is on a Flat Fee Basis. Exceptions to the flat fee must be noted above and/or below)			
OTHER (describe)			
OTHER (describe)			
OTHER (describe)			
<b>TOTAL COST OF CUSTODIAL SERVICES =</b>			
<b>ADDITIONAL SERVICE CATEGORIES:</b>			
<b>CREDIT CARD-PROCUREMENT</b>			
NUMBER OF CARDS ISSUED		39	
AVER MONTHLY SALES TRANSACTIONS		751	
AVER MONTHLY NET SALES		271003	
<b>TOTAL COST =</b>			
<b>AUTOMATED CLEARING HOUSE (ACH) PAYROLL</b>			
SET UP			
MONTHLY MAINTENANCE			
MONTHLY MAINTENANCE ADDITIONAL ACCT			
FILE TRANSMISSION COST			\$35.00
ITEM			
OTHER-LATE FILE TRANSMISSION			
IF RECEIVED BETWEEN 5:00 PM - 10:00PM			\$500.00
IF RECEIVED AFTER 10:00PM			\$750.00
WIRE TRANSFER FEE			
EXCEPTION/ADJUSTMENT ITEMS			\$10.00/ITEM
RETURNED ITEMS			\$10.00/ITEM
REVERSAL TRACER			\$10.00/ITEM
NOTIFICATION OF CHANGE			
PRENOTES			
ACH RECEIVER REPORT FILE			
AVERAGE # OF ACH PAYROLL TRANS PER MONTH		21638	
<b>TOTAL COST =</b>			
<b>PARKING METER COIN COUNTING SERVICES</b>			
COIN COUNTING AND CONDITIONING			
WEIGHING			

O- 19487

	BORTING AND COUNTING			
	REPORTING CITY FORMS			
	COIN DEPOSITING			
	ACCT MAINTENANCE			
	FDIC CHARGES/1000			
	DEPOSITS			
	DEPOSIT & CASH VAULT			
	WIRE TRANSFER			
	COIN DEPOSITED:			
	VAULT COIN DEPOSIT NON STD BAG SORTED		47	
	VAULT COIN DEPOSIT NONSTD BAG MIXED PKG		41	
	VAULT COIN DEPOSITED STD BAGS		370	
	TRANSPORTATION			
	<b>TOTAL COST =</b>			
	CONTROLLED DISBURSEMENT SERVICES			
15 0000	CONTROLLED DISBURSEMENT MAINTENANCE		2	
15 0100	REG CHECKS PAID AGAINST ACCOUNT - TRUNCATED ITEMS		6023	
15 0102	CONTROLLED DISBURSEMENT CHECKS PAID/TRUNCATED ITEMS		8603	
	MANUAL STOP PAYMENT			
15 0410	AUTOMATED STOP PAY		21	
15 0410	AUTOMATED CHECK INQUIRY		2	
15 0410	AUTOMATED STOP PAY-STOP CANCEL		1	
15 1351	PAID CHECK CHECK IMAGE ONSITE PER ITEM (CD ROM)		15818	
	<b>TOTAL COST =</b>			
	EDI SERVICES			
30 0010	EDI MAINTENANCE - RECEIVE/SEND		1	
30 0202	EDI RECEIVE/SEND VAN CHARGE		17	
30 0210	RECEIVING/SEND FILE PROCESSING		2	
30 0223	EDI RECEIVE /SEND TRANSLATION		18	
	SETUP			
	MAPPING CUSTOMIZATION			
	ACH ORIGINATION / RECEIVE PER ITEM			
	ADENDA RECORD PROCESSING RECEIVE / SEND			
	ZBA ACCOUNT MAINTENANCE		1	
	WIRE TRANSFER		20	
	<b>TOTAL COST =</b>			
	INTERACTIVE VOICE RESPONSE (IVR)			
	COLLECTION SYSTEMS:			
	<b>TOTAL COST =</b>			
	OTHER PAYMENT COLLECTION SYSTEMS:			
	<b>TOTAL COST =</b>			

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**SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT  
BETWEEN  
CITY OF SAN DIEGO  
AND  
SAN DIEGO METROPOLITAN CREDIT UNION  
FOR  
AUTOMATED CLEARING HOUSE SERVICES**

---

This Supplemental Agreement ("Agreement") to the Master Agreement between the City of San Diego ("City") and San Diego Metropolitan Credit Union ("SDMCU") is subject to the terms and conditions of the Master Agreement between the same parties dated

**WHEREAS**, SDMCU is a Participating Institution of CalWestern Automated Clearing House Association ("CACHA") and is an originating financial institution, and as such may originate Entries by means of the Automated Clearing House ("ACH"); and,

**WHEREAS**, the City desires to initiate Entries through SDMCU for deposit of funds to the accounts of the City employees maintained at SDMCU and other Participating Institutions; **NOW, THEREFORE**, SDMCU and the City agree as follows:

**1. TERM.**

This Agreement is effective for a twelve-month period, beginning January 1, 2001 and lasting until December 31, 2001. This Agreement will be automatically renewed in annual increments thereafter unless either party gives notice of termination as provided in the Master Agreement. The final termination date of this agreement will be December 31, 2005 unless extended by mutual consent of the parties.

**2. DEFINITIONS.**

The following words, terms, phrases or acronyms, when used in this Agreement, shall be defined as have the following meanings:

**ACH:** The Automated Clearing House of the Federal Reserve Bank, governed by the Rules of the NACHA providing for interbank clearing of electronic entries for participating financial institutions.

**Business Day:** Any week day other than a Saturday or a Sunday of a calendar year that the City, SDMCU, the Federal Reserve Bank and the Local Automated Clearing House Association together are open to conduct business.

**CACHA:** The CalWestern Automated Clearing House Association aka a Local Automated Clearing House Association.

**City:** The City of San Diego, a municipal corporation located at 202 "C" Street, San Diego, California 92101.

**Credit Entry:** See Entry.

**Debit Entry:** See Entry.

**Effective Entry Date:** The date that Entries are posted to the Receiver's account.

**Employee:** Any person on the regular payroll or pension payroll of the City, including elected officials, compensated for personal services rendered to the City.

**Entry:** A preauthorized order or request:

- (1) for deposit to a Receiver (a ACredit Entry@); or
- (2) for payment of money from the deposit account of a Receiver (a ADebit Entry@);  
or
- (3) a zero dollar entry.

**Federal Funds Rate:** An interest rate published in the Wall Street Journal, Western Edition, under column headed AMoney Rates.@

**Good Cause:** An acceptable reason for SDMCU to reject an Entry, e.g. inability of SDMCU to read or process an Entry or file of Entries.

**NACHA:** National Automated Clearing House Association.

**ODFI:** A Participating Institution that originates Entries either directly or indirectly to its ACH.

**On-Us:** Entries within a file that are destined for posting to accounts at SDMCU.

**Participating Institution:** Any financial institution that is authorized to transmit or receive ACH notices, and has agreed to be bound by the rules of CACHA.

**Pre-Notification:** Entries with a zero dollar amount and a special transaction code sent at least ten (10) calendar days prior to the sending of first live transactions.

**Provisional Payment:** Payment made to the account of an Employee by RDFI prior to RDFI receipt of funds from SDMCU.

**RDFI:** The receiving depository financial institution which is the final destination of an entry for an Employee's account.

**Regulation E:** Electronic Fund Transfer Act is the federal regulation governing consumer electronic payments.

**Receiver/Customer:** An Employee who has authorized the City to initiate a credit or debit entry to an account held at an RDFI.

**Rules:** Operating rules of NACHA and CACHA.

**SDMCU:** San Diego Metropolitan Credit Union, located at 5555 Mildred Street, San Diego, California 92110.

**Settlement/Pay Entry Date:** The day on which actual funds transfer between SDMCU and RDFI at the Federal Reserve Bank.

3. **RULES.**

The City and SDMCU shall comply with the operating rules of CACHA and the operating rules of the NACHA in existence as of the date of this Agreement and as amended from time to time. The terms of this Agreement shall in no way limit the City's or SDMCU's obligation to comply with the Rules.

4. **SCHEDULES.**

4.1 **Schedule A.** Schedule A is an attachment to this Agreement, and is hereby incorporated by reference into this Agreement. Schedule A sets forth the programming and formatting requirements for transmittal of Entries from the City to SDMCU. Schedule A may be modified at any time in the future upon the prior mutual agreement of the City and SDMCU. Any agreement to modify Schedule A shall be acknowledged in writing by both the City and SDMCU.

4.2 **Schedule B.** Schedule B is an attachment to this Agreement, hereby incorporated by reference into this Agreement. Schedule B sets forth the agreed upon timetable for transmittal of Entries from the City to SDMCU for the calendar year 2001. Any new agreed upon Schedule B shall be acknowledged in writing by both the City and SDMCU and incorporated into this Agreement. The City will have the option of adjusting Schedule B during a calendar year with 7 days written notice, by an authorized signer from the City as listed in Schedule C, to SDMCU.

4.3 **Schedule C.** Schedule C is an attachment to this Agreement, and is hereby incorporated by reference into this Agreement. Schedule C is a list of those persons authorized to act on behalf of the City and SDMCU in connection with matters related to performance of this Agreement.

5. **DELIVERY OF ENTRIES TO SDMCU.**

5.1 **Delivery Requirements: Basic Processing Fee and Late Fees.** All Entries shall be delivered by the City to SDMCU in a form acceptable to SDMCU in compliance with the programming and formatting requirements set forth in Schedule A, and time deadlines set forth in Schedule C. The City shall pay a basic processing fee for each delivery required by Schedule C and such fee, as set forth in SDMCU response to the City's Banking Services RFP are to be billed to the City. If the City is late in delivering Entries to SDMCU and fails to perform in accordance with Schedule B, the City shall pay a late fee, as set forth in SDMCU



Response to the City's Banking Services RFP, and such fee is to be billed to the City by SDMCU.

- 5.2 **Received.** Entrees shall be deemed received by SDMCU when the tape is read and confirmed by SDMCU as provided for in Paragraph 5.4 below.
- 5.3 **Timing.** The City shall transmit such Entries to SDMCU by the deadline of the ACH as set forth in Schedule B.
- 5.4 **Confirmation.** No later than 5:00 p.m. on the same business day that Entries are transmitted to SDMCU pursuant to Schedule B, SDMCU shall notify the City in writing via facsimile that Entries have been received and transmitted to an ACH processor for deposit to the Employees' RDFI.
- 5.5 **Employee Authorizations and Record Retention.** Before the initiation by the City of the first Entry to an Employees' account, the City shall obtain from such Employee an authorization to initiate one or more Entries to the Employees' account, in a form agreed upon by both the City and SDMCU, which authorization shall comply with the Rules. Each Entry thereafter shall be made pursuant to such authorization, and the City shall initiate no Entry after such authorization has been revoked or the arrangement between the City and such Employee has terminated.
- 5.6 **Pre-Notification.** The City shall deliver a Pre-Notification, in a format and in the medium set forth in Schedule A and/or prescribed by the Rules to SDMCU to be transmitted to the RDFI within the time limits set forth in the Rules. If the City has received notice that such Pre-Notification has been rejected within the prescribed period by RDFI, the City shall not initiate any corresponding Entry until the cause for rejection has been corrected and another Pre-Notification has been submitted to and accepted by the RDFI in accordance with the Rules.
- 5.7 **Cancellation, Amendment or Reversal of Entries; Correction Fees.** All requests for cancellation, amendment or reversal of entries shall be written in standard memorandum format and authorized by a representative of the City listed on Schedule B. SDMCU shall use reasonable efforts to act on a request by the City for reversal of an Entry pursuant to the Rules so long as the act of the reversal does not violate any law, rule or regulation; provided, however, that SDMCU shall not be liable for interest or losses if such reversal is not effected. For any correction, reversal or cancellation request initiated by the City, the City shall pay a correction fee, as set forth in Response, and such fee may be billed by SDMCU to the City.

**6. PROCESSING, TRANSMITTAL AND SETTLEMENT BY SDMCU.**

**6.1 Processing, Transmittal and Settlement.** SDMCU shall: (i) process Entries received from the City to conform with the requirements set forth in this Agreement; (ii) transmit such Entries to an ACH processor selected by SDMCU in its sole discretion; and (iii) settle for such Entries as provided in the Rules.

**6.1.1** If any of the requirements of clauses (i), (ii) or (iii) of the preceding paragraph are not met, SDMCU shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH.

**6.2 On-Us Entries.** Except as provided in Paragraph 6.3, in the case of an On-Us Entry, SDMCU shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that delivery requirements set forth in Paragraph 4 of this Agreement are met.

**6.3 Rejections of Entries by SDMCU.** SDMCU may reject an Entry for good cause. SDMCU shall notify the City of such rejection in writing via facsimile no later than 5:00 p.m. on the same business day that Entries are transmitted from the City to SDMCU in accordance with Schedule B.

**6.4 Notice of Returned Entries.** SDMCU shall notify the City in writing of the receipt of an Entry returned by the ACH no later than one business day after SDMCU's receipt of the returned Entry. Returned Entries shall be deposited in the Clearing Account described in Paragraph 9. SDMCU shall have no obligation to take other action with respect to a returned Entry.

**6.5 Provisional Payment.** The City represents to SDMCU and agrees that it shall be bound by the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the City shall not be deemed to have paid the Receiver the amount of the Entry.

**7. SECURITY PROCEDURES.**

**7.1 Purpose of Security Procedures.** The City agrees that the purpose of the Security Procedures is to verify the authenticity of Entries transmitted to SDMCU in the name of the City and not to detect an error in the transmission or content of

any Entry, and that no security procedures for the detection of such errors has been agreed upon by SDMCU and the City.

- 7.2 Protection of Security Procedures.** The City and SDMCU are both responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. The City and SDMCU warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality .
- 7.3 Unauthorized Entries.** An Entry delivered to SDMCU that purports to have been transmitted or authorized by the City shall be effective as the City's Entry as provided herein even if the Entry was not in fact authorized by the City, provided SDMCU has accepted the Entry in compliance with Security Procedures with respect to such Entry.
- 7.4 Authorized Entries.** If an Entry received by SDMCU was transmitted or authorized by the City, it shall be effective as the City's Entry.
- 7.4.1 Entries Received.** An Entry received by SDMCU that was authorized by the City and properly delivered in conformance with these security procedures shall not be effective as the City's Entry if it is subsequently altered or changed while being processed by SDMCU, unless the change, alteration, correction or reversal was initiated by and authorized by the City pursuant to procedures set forth in Paragraph 5.7 of this Agreement.
- 7.5 Inconsistent Entries.** The City acknowledges and agrees that: (i) if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by SDMCU to an RDFI might be made by RDFI (or by SDMCU in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the City's obligation to pay the amount of the Entry to SDMCU is not excused in such circumstances; and (ii) if an Entry describes the RDFI inconsistently by name and identifying number, payment of the Entry might be made by RDFI on the basis of the account number even if it identifies an RDFI different from the named RDFI, and that the City's obligation to pay the amount of the entry to SDMCU is not excused in such circumstances.
- 7.6 Confidentiality.** The City and SDMCU acknowledge that they will have access to certain confidential information related to execution of Entries, the Security Procedures and the services contemplated by this Agreement. The City and SDMCU shall not disclose any such confidential information and shall use such confidential information only in connection with the transactions contemplated by

this Agreement.

**8. CLEARING ACCOUNT.**

The City shall at all times maintain sufficient available funds in a Clearing Account maintained at SDMCU (the AClearing Account@) to pay the amount of all ACH settlements which the City is obligated to pay SDMCU under this Agreement. SDMCU may, without prior notice or demand, obtain payment of any amount due for the settlement of the Entries to it under this Agreement by debiting the Clearing Account, and may credit the Clearing Account for any amount to which the City is entitled under this Agreement. If there are insufficient funds available in the Clearing Account to pay Entry amounts the City owes SDMCU under this agreement, the City shall pay any amounts due for Entry amounts immediately upon demand, and the City agrees that SDMCU may debit any account maintained by City under this Agreement with SDMCU or that SDMCU may set off against any amount it owes to City in order to obtain payment of the City's obligations for such Entry amounts.

**9. FUNDS DELIVERY.**

Funds will be delivered by wire transfer on Settlement Date in accordance with the dates specified in Schedule B.

**10. THE CITY'S REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY.**

**10.1 Warranties.** The City represents and warrants that for each Entry the City delivers to SDMCU that: (i) the Entry complies with the terms of this Agreement and the Rules; (ii) the City has complied with the Rules with respect to the Entry; (iii) there has not been and shall not later be any breach of any warranty of the City as an originator under the Rules; (iv) the City has not breached any warranty contained in this Agreement; and (v) the Entry complies with all local, State and Federal regulations, including but not limited to the Electronic Fund Transfer Act also known as Regulation E.

**10.2 Indemnification.** The City shall indemnify, hold harmless, and defend SDMCU against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or warranties.

**10.3 The City's Performance.** Notwithstanding the provisions of paragraph 10.2, The

City shall be responsible only for performing the services it expressly agrees to perform in this Agreement, and shall be liable only for direct damages caused by its negligence in performing those services. The City shall not be responsible for any acts or omissions of SDMCU, including without limitation the amount, accuracy, timeliness of delivery of any Entry transmitted from SDMCU to an ACH processor, or any act or omission of any other person, including without limitation CACHA, any Federal Reserve Financial Institution, any ACH or transmission or communications facility, any data processor of SDMCU, or any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed to be the City's agent.

**10.4 Limit on Damages.** In no event shall the City be liable for any consequential, special, punitive, or indirect loss or damage, which SDMCU may incur or suffer in connection with SDMCU's failure to perform services in accordance with this Agreement.

## **11. SDMCU'S REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY.**

**11.1 Warranties.** SDMCU represents and warrants that for each Entry SDMCU transmits to its ACH processor: (i) the Entry complies with the terms of this Agreement and the Rules; (ii) SDMCU has complied with the Rules with respect to the Entry; (iii) there has not been and shall not later be any breach of any warranty of SDMCU as an originator under the Rules; (iv) SDMCU has not breached any warranty contained in this Agreement; (v) the Entry complies with all local, State and Federal regulations, including but not limited to the Electronic Fund Transfer Act and Regulation E; and, (vi) SDMCU will pay all transaction costs related to transmitting and settling Entries with its ACH processor which are above and beyond the fee amount set forth in Schedule B and payable by the City as described in Paragraph 5.1.

**11.2 Indemnification.** SDMCU shall indemnify, hold harmless, and defend the City against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or warranties.

**11.3 SDMCU's Performance.** SDMCU shall be responsible only for performing the services it expressly agrees to perform in this Agreement, and shall be liable only for direct damages caused by its negligence in performing those services.

SDMCU shall not be responsible for any negligent acts or omissions of the City, including without limitation the amount, accuracy and timeliness of delivery or Employee authorization of any Entry transmitted from the City to SDMCU, or any negligent act or omission of any other person, including without limitation CACHA, any Federal Reserve, SDMCU, any ACH or transmission or communications facility, any data processor of the City, or any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed to be SDMCU's agent.

**12. NOTICE AND STATEMENTS.**

SDMCU will provide the City Treasurer with a monthly billing statement for services rendered under this agreement. Entries and other credits to the Clearing Account will be reflected on the periodic statement issued by SDMCU for the Clearing Account. The City shall notify SDMCU of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement within thirty (30) calendar days of receipt of the statement, after which the statement will be conclusively presumed to be correct. SDMCU shall not be liable for any interest or losses resulting from the City's failure to give such notice.

**13. FORCE MAJEURE.**

SDMCU and the City shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, the interruption of transmission or communications facilities, computer malfunction or equipment failure, war, emergency conditions, or other circumstances beyond the reasonable control of the City or SDMCU. SDMCU and the City will, however, take reasonable precautionary measures over that which the parties have control, to prevent or mitigate the adverse consequences (i.e., SDMCU's or the City's inability to perform in conformance with the obligations in this Agreement) which could result in the event that SDMCU's or the City's computer hardware or software fails or malfunctions. Such preventative measures will be solely at the discretion of SDMCU and the City and may include, having backup equipment in place or a sub-contract with another data processor to provide emergency backup data processing services. However, SDMCU and the City shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in SDMCU or the City having violated any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental regulatory authority.

**14. INTEREST.**

Subject to the foregoing provisions of Paragraphs 10, 11 and 12, any liability which SDMCU or the City may have for loss of interest, for an error or delay in performing its services hereunder shall be calculated by using a rate equal to the average Federal Funds Rate of the Federal Reserve of New York for the period involved, less any applicable reserve requirements.

**15. TAPES, RECORDS, EMPLOYEE AUTHORIZATION RECORDS.**

All magnetic tapes, Entries, Security Procedures and records used by SDMCU for transactions contemplated by this Agreement shall be and remain SDMCU's property. The City shall retain records of City employee authorization forms. The City shall furnish such authorization documentation to SDMCU upon SDMCU's request.

**16. GENERAL PROVISIONS.**

**16.1 Agreement.** This Agreement and the attached schedules hereto are subject to the Master Agreement and further detail terms and conditions between the SDMCU and the City regarding direct deposit of Employee paychecks to a RDFI via ACH services. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which SDMCU or the City is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and SDMCU and the City shall incur no liability as a result of such violation or amendment. No course of dealing between SDMCU and the City or usage of trade shall constitute a modification of this Agreement, the Rules or the Security Procedures or constitute an agreement between SDMCU and the City regardless of whatever practices or procedures SDMCU or the City may use.

**16.2 Amendment.** SDMCU and the City may mutually agree in writing to amend any part of this Agreement, including any schedule hereto, from time to time.

**17. INSTRUCTIONS AND NOTICES.**

**17.1** Except as otherwise expressly provided herein, SDMCU shall not be required to act upon any notice or instruction received from the City or any other person, or to

provide any notice or advice to the City or any other person with respect to any matter.

- 17.2 SDMCU and the City shall be entitled to rely on any written notice, written response, or other written communication believed by it to be genuine and to have been provided by an authorized representative of the City or SDMCU as set forth on Schedule C. Such notice shall be effective on the second business day following the day of SDMCU's receipt thereof.
- 17.3 The City may add or delete any Authorized Representative by written notice to SDMCU signed by at least two Authorized Representatives other than the one being added or deleted.
- 17.4 Except as otherwise provided herein, any notice under this Agreement must be in writing and delivered by express carrier, faxed or sent by United States registered or certified mail and, if to SDMCU, addressed to:

San Diego Metropolitan Credit Union  
5555 Mildred Street, Suite 205  
San Diego, California 92110  
Attn: Vice President Finance

and, if to the City, addressed to:

City Auditor and Comptroller  
City of San Diego  
202 "C" Street, Suite 9B  
San Diego, California 92101  
Attn: Ed Ryan

and a copy to the City Treasurer, addressed to:

City Treasurer- Investments  
City of San Diego  
1010 2<sup>nd</sup> Ave 6<sup>th</sup> Flr, West Tower MS 606A  
San Diego, California 92101-4912  
Attn: Chief Investment Officer

unless another address is substituted by notice delivered or sent as provided herein. Notices must comply with any applicable Security Procedures. Except as

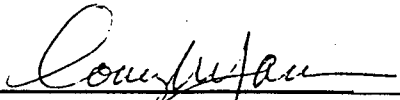


otherwise expressly provided herein, any such notice shall be deemed given when received.


- 17.5 Assignment.** The City and SDMCU may not assign its interest or rights under this Agreement without the prior written consent of the other party, and any purported assignment in violation of this paragraph shall be void.
- 17.6 Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against SDMCU or the City hereunder.
- 17.7 Headings.** Headings used in this Agreement are for convenience only and shall not be deemed part of this Agreement.
- 17.8 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
- 17.9 Counterparts.** This Agreement may be signed in counterparts, all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.


DATE: 5/15/01

  
By: CONNY M. JAMISON  
Its: City Treasurer  
City of San Diego

DATE: 5-10-01

  
By: ED RYAN  
Its: City Auditor & Comptroller  
City of San Diego

DATE: 5/7/01

  
By: ADELE SANBERG  
Its: Vice President Finance  
San Diego Metropolitan  
Credit Union

w/ Schedule C Amendments

ACH Batch Record Format for All Entries

COMPANY/BATCH HEADER RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11	12	13
DATA ELEMENT NAME	RECORD TYPE CODE	SERVICE CLASS CODE	COMPANY NAME	COMPANY DISCRETIONARY DATA	COMPANY IDENTIFICATION	STANDARD ENTRY CLASS CODE	COMPANY ENTRY DESCRIPTION	COMPANY DESCRIPTIVE DATE	EFFECTIVE ENTRY DATE	SETTLEMENT DATE (JULIAN)	ORIGINATOR STATUS CODE	ORIGINATING OFI IDENTIFICATION	BATCH NUMBER
Field Inclusion Requirement	M	M	M	0	M	M	M	0	R	Inserted by Operator ACH	M	M	M
Contents				1				2					
Length	1	3	16	20	10	3	10	6	6	3	1	8	7
Position	01-01	02-04	05-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79-79	80-87	88-94
		Numeric	Alphabetic	Alphabetic	Alphabetic	Alphabetic	Alphabetic	Alphabetic	YYMMDD	Numeric	Alphabetic	TTTTAAA	Numeric

COMPANY/BATCH CONTROL RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11
DATA ELEMENT NAME	RECORD TYPE CODE	SERVICE CLASS CODE	ENTRY ADDENDA COUNT	ENTRY HASH	TOTAL DEBIT ENTRY DOLLAR AMOUNT	TOTAL CREDIT ENTRY DOLLAR AMOUNT	COMPANY IDENTIFICATION	MESSAGE AUTHENTICATION CODE	RESERVED	ORIGINATING OFI IDENTIFICATION	BATCH NUMBER
Field Inclusion Requirement	M	M	M	M	M	M	R	0	///A	M	M
Contents											
Length	1	3	6	10	12	12	10	19	6	8	7
Position	01-01	02-04	05-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
		Numeric	Numeric	Numeric	SSSSSSSSSS	SSSSSSSSSS	Alphabetic	Alphabetic	Blank	TTTTAAA	Numeric

SCHEDULE A

Sequence of Records for PPD Entries

ENTRY DETAIL RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11
<b>DATA ELEMENT NAME</b>	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING OFI IDENTIFICATION	CHECK DIGIT	OFI ACCOUNT NUMBER	AMOUNT	INDIVIDUAL IDENTIFICATION NUMBER	INDIVIDUAL NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
<i>Field Inclusion Requirement</i>	M	M	M	M	N	M	0	N	0	M	M
<i>Contents</i>	'G'	Numeric	TTTTAAA	Numeric	Alphanumeric	SSSSSSSScc	Alphanumeric	Alphanumeric	Alphanumeric	Numeric	Numeric
<i>Length</i>	1	2	8	1	17	10	15	22	2	1	15
<i>Position</i>	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

ADDENDA RECORD

FIELD	1	2	3	4	5
<b>DATA ELEMENT NAME</b>	RECORD TYPE CODE	ADDENDA TYPE CODE	PAYMENT RELATED INFORMATION	ADDENDA SEQUENCE NUMBER	ENTRY DETAIL SEQUENCE NUMBER
<i>Field Inclusion Requirement</i>	M	M	0	M	M
<i>Contents</i>	'7'	'05'	Alphanumeric	Numeric	Numeric
<i>Length</i>	1	2	80	4	7
<i>Position</i>	01-01	02-03	04-83	84-87	88-94

SCHEDULE A

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ACH File Record Format for All Entries

FILE HEADER RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11	12	13
<b>DATA ELEMENT NAME</b>	RECORD TYPE CODE	PRIORITY CODE	IMMEDIATE DESTINATION	IMMEDIATE ORIGIN	FILE CREATION DATE	FILE CREATION TIME	FILE ID MODIFIER	RECORD SIZE	BLOCKING FACTOR	FORMAT CODE	IMMEDIATE DESTINATION NAME	IMMEDIATE ORIGIN NAME	REFERENCE CODE
<i>Field Inclusion Requirement</i>	M	R	M	M	M	O	M	M	M	M	O	O	O
<i>Contents</i>	'1'	Numeric	TTTTAAAA	TTTTAAAA	YYMMDD	HHMM	UPPER CASE A-Z NUMERIC 0-9	'09'	'10'	'1'	Alphabetic	Alphabetic	Alphabetic
<i>Length</i>	1	2	10	10	6	4	1	3	2	1	23	23	8
<i>Position</i>	01-01	02-03	04-13	14-23	24-29	30-33	34-34	35-37	38-39	40-40	41-63	64-86	87-94

FILE CONTROL RECORD

FIELD	1	2	3	4	5	6	7	8
<b>DATA ELEMENT NAME</b>	RECORD TYPE CODE	BATCH COUNT	BLOCK COUNT	ENTRY/ ADDENDA COUNT	ENTRY HASH	TOTAL DEBIT ENTRY DOLLAR AMOUNT IN FILE	TOTAL CREDIT ENTRY DOLLAR AMOUNT IN FILE	RESERVED
<i>Field Inclusion Requirement</i>	M	M	M	M	M	M	M	N/A
<i>Contents</i>	'9'	Numeric	Numeric	Numeric	Numeric	XXXXXXXXXX	XXXXXXXXXX	Blank
<i>Length</i>	1	6	6	8	10	12	12	39
<i>Position</i>	01-01	02-07	08-13	14-21	22-31	32-43	44-55	56-94

SCHEDULE A

## Transaction Codes

Record Format Location: Entry Detail Record

Demand Credit Records (for checking, NOW, and share draft accounts)

- 20 Reserved
- 21 Automated Return or Notification of Change for original transaction code 22, 23, or 24
- 22 Automated Deposit
- 23 Prenotification of Demand Credit Authorization; Death Notification (non-dollar)
- 24 Zero dollar with remittance data (for CCD, CTP, and CTX entries only)

Demand Debit Records (for checking, NOW, and share draft accounts)

- 25 Reserved
- 26 Automated Return or Notification of Change for original transaction code 27, 28, or 29
- 27 Automated Payment
- 28 Prenotification of Demand Debit Authorization (non-dollar)
- 29 Zero dollar with remittance data (for CCD, CTP, and CTX entries only)

Savings Account Credit Records

- 30 Reserved
- 31 Automated Return or Notification of Change for original transaction code 32, 33, or 34
- 32 Automated Deposit
- 33 Prenotification of Savings Credit Authorization; Death Notification (non-dollar)
- 34 Zero dollar with remittance data (for CCD, CTP, and CTX entries only)

Savings Account Debit Records

- 35 Reserved
- 36 Automated Return or Notification of Change for original transaction code 37, 38, or 39
- 37 Automated Payment
- 38 Prenotification of Savings Debit Authorization (non-dollar)
- 39 Zero dollar with remittance data (for CCD, CTP, and CTX entries only)

Automated Accounting Records (for use in ADV files only)

These transaction codes represent accounting entries and not actual ACH transactions.

- 81 Credit for ACH debits originated
- 82 Debit for ACH credits originated
- 83 Credit for ACH credits received
- 84 Debit for ACH debits received
- 85 Credit for ACH credits in rejected batches
- 86 Debit for ACH debits in rejected batches
- 87 Summary credit for respondent ACH activity
- 88 Summary debit for respondent ACH activity

SCHEDULE A

000100\* SOURCE J02I477

000300\* AS OF PAY PERIOD ENDING ??/??/90

000600\* GBM 11-09-94 RENAMED FROM COOCACH TO J02I477.

000700\* CHM 07-14-93 CREATED.

000800\*

000900\* \*\*\*\*\*

001000\*

001100 01 ACH-RECORDS.

001200 03 ACH-HEADER-RECORD.

001300 05 ACH-H-TYPE PIC X(01) VALUE '1'.

001400 05 ACH-H-PRIORITY PIC 9(02) VALUE 01.

001500 05 ACH-H-IMMED-DEST PIC X(10) VALUE

001600 ' 121000374'.

001700 05 ACH-H-IMMED-ORIGIN PIC X(10) VALUE

001800 ' 322281549'.

001900 05 ACH-H-CREATION-DATE.

002000 07 ACH-H-CREATION-DATE-YY PIC 9(02).

002100 07 ACH-H-CREATION-DATE-MM PIC 9(02).

002200 07 ACH-H-CREATION-DATE-DD PIC 9(02).

002300 05 ACH-H-CREATION-TIME.

002400 07 ACH-H-CREATION-TIME-HH PIC X(02).

002500 07 ACH-H-CREATION-TIME-MIN PIC X(02).

002600 05 ACH-H-ID-MODIFIER PIC X(01) VALUE 'A'.

002700 05 ACH-H-RECORD-SIZE PIC X(03) VALUE '094'.

002800 05 ACH-H-BLOCKING-FACTOR PIC X(02) VALUE '10'.

002900 05 ACH-H-FORMAT-CODE PIC X(01) VALUE '1'.

003000 05 ACH-H-IMMED-DEST-NAME PIC X(23) VALUE

003100 'FRB SAN FRANCISCO'.

003200 05 ACH-H-IMMED-ORIGIN-NAME PIC X(23) VALUE

003300 'SAN DIEGO MUNICIPAL CRE'.

003400 05 ACH-H-REFERENCE-CODE PIC X(08) VALUE SPACES.

003500\*

003500 03 ACH-CONTROL-RECORD.

003700 05 ACH-C-TYPE PIC X(01) VALUE '9'.

003800 05 ACH-C-BATCH-COUNT PIC 9(06) VALUE 000001.

003900 05 ACH-C-BLOCK-COUNT PIC 9(06) VALUE ZEROS.

004000 05 ACH-C-ENTRY-ADDENDA-COUNT PIC 9(08) VALUE ZEROS.

004100 05 ACH-C-ENTRY-HASH PIC 9(10) VALUE ZEROS.

004200 05 ACH-C-TOTAL-DEBIT PIC 9(10)V99 VALUE ZEROS.

004300 05 ACH-C-TOTAL-CREDIT PIC 9(10)V99.

004400 05 ACH-C-RESERVED PIC X(39) VALUE SPACES.

004500\*

004600 03 ACH-COMPANY-BATCH-HEADER-RCD.

004700 05 ACH-CBH-TYPE PIC X(01) VALUE '5'.

004800 05 ACH-CBH-SERVICE-CLASS-CODE PIC 9(03) VALUE 220.

004900 05 ACH-CBH-COMPANY-NAME PIC X(16) VALUE

005000 'SAN DIEGO CITY'.

005100 05 ACH-CBH-COMPANY-DISCR-DATA PIC X(20) VALUE SPACES.

005200 05 ACH-CBH-COMPANY-IDENTIF PIC X(10) VALUE

005300 '1956000776'.

005400 05 ACH-CBH-STANDARD-ENTY-CLASS PIC X(03) VALUE 'PPD'.

005500 05 ACH-CBH-COMPANY-ENTRY-DESC PIC X(10) VALUE 'PAYROLL'.

005600 05 ACH-CBH-COMPANY-DESCR-DATE.

005700 07 ACH-CBH-COMPANY-DATE-YY PIC 9(02).

005800 07 ACH-CBH-COMPANY-DATE-MM PIC 9(02).

005900 07 ACH-CBH-COMPANY-DATE-DD PIC 9(02).

006100 07 ACH-CBH-EFFECT-DATE-YY PIC 9(02).

006200 07 ACH-CBH-EFFECT-DATE-MM PIC 9(02).

006300 07 ACH-CBH-EFFECT-DATE-DD PIC 9(02).

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SCHEDULE A

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006400 05 ACH-CBH-SETTLEMENT-DATE PIC X(03) VALUE SPACES.
006500 05 ACH-CBH-ORIGIN-STATUS PIC X(01) VALUE '1'.
006600 05 ACH-CBH-ORIGIN-IDENT PIC X(08) VALUE
006700 '32228154'.
006800 05 ACH-CBH-BATCH-NUMBER PIC 9(07) VALUE 0000001.
006900*
007000 03 ACH-COMPANY-BATCH-CONTROL-RCD.
007100 05 ACH-CBC-TYPE PIC X(01) VALUE '8'.
007200 05 ACH-CBC-SERVICE-CLASS PIC 9(03) VALUE 220.
007300 05 ACH-CBC-ENTRY-ADDENDA-COUNT PIC 9(06).
007400 05 ACH-CBC-ENTRY-HASH PIC 9(10).
007500 05 ACH-CBC-TOTAL-DEBIT PIC 9(10)V99 VALUE ZEROS.
007600 05 ACH-CBC-TOTAL-CREDIT PIC 9(10)V99.
007700 05 ACH-CBC-COMPANT-IDENT PIC X(10) VALUE
007800 '1956000776'.
007900 05 ACH-CBC-MESSAGE-AUTHENT PIC X(19) VALUE SPACES.
008000 05 ACH-CBC-RESERVED PIC X(06) VALUE SPACES.
008100 05 ACH-CBC-ORIGIN-IDENT PIC X(08) VALUE
008200 '32228154'.
008300 05 ACH-CBC-BATCH-NUMBER PIC 9(07) VALUE 0000001.
008400*
008500 03 ACH-ENTRY-DETAIL-RECORD.
008600 05 ACH-ED-TYPE PIC X(01) VALUE '6'.
008700 05 ACH-ED-TRANSACTION-X.
008800 07 ACH-ED-TRANSACTION PIC 9(02).
008900 05 ACH-ED-RECVING-IDENT.
009000 07 ACH-ED-RECVING-IDENT-X PIC 9(08).
009100 07 ACH-ED-CHECK-DIGIT PIC 9(01).
009200 05 ACH-ED-DFI-ACCOUNT-NUMBER PIC X(17).
009300 05 ACH-ED-AMOUNT PIC 9(08)V99.
009400 05 ACH-ED-INDIV-IDENT-NUMBER PIC X(15).
009500 05 ACH-ED-INDIV-NAME PIC X(22).
009600 05 ACH-ED-DISCRET-DATA PIC X(02) VALUE SPACES.
009700 05 ACH-ED-ADDENDA-INDICATOR PIC X(01) VALUE '0'.
009800 05 ACH-ED-TRACE-NUMBER PIC X(15) VALUE SPACES.
009900*
010000* ++++++ END OF J02I477 ++++++
010100*

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**ACH SCHEDULE FOR CERS RETIREMENT**

Schedule C of the Operating Agreement between SDMCU &amp; City

Calendar Year 2001			
TAPE PREPARATION DATE	ELECTRONIC DATA TRANSMISSION	FUNDS WIRE DATE	SETTLEMENT PAY DATE
25-JAN-2001	29-JAN-2001	31-JAN-2001	31-JAN-2001
23-FEB-2001	26-FEB-2001	28-FEB-2001	28-FEB-2001
26-MAR-2001	28-MAR-2001	30-MAR-2001	30-MAR-2001
25-APR-2001	26-APR-2001	30-APR-2001	30-APR-2001
25-MAY-2001	29-MAY-2001	31-MAY-2001	31-MAY-2001
25-JUN-2001	27-JUN-2001	29-JUN-2001	29-JUN-2001
26-JUL-2001	27-JUL-2001	31-JUL-2001	31-JUL-2001
27-AUG-2001	29-AUG-2001	31-AUG-2001	31-AUG-2001
25-SEP-2001	26-SEP-2001	28-SEP-2001	28-SEP-2001
25-OCT-2001	29-OCT-2001	31-OCT-2001	31-OCT-2001
13-Nov-2001	14-Nov-2001	16-Nov-2001	16-Nov-2001
26-NOV-2001	28-NOV-2001	30-NOV-2001	30-NOV-2001
26-DEC-2001	27-DEC-2001	31-DEC-2001	31-DEC-2001

Prepared By: RWL 01/4/2001 City of San Diego, Auditor and Comptroller Office

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THE CITY OF SAN DIEGO  
**ACH SCHEDULE FOR SAN DIEGO CITY PAYROLL**  
 Schedule C of the Operating Agreement between SDMCU & City

Calendar Year 2001			
MONDAY	WEDNESDAY	FRIDAY	FRIDAY
DATA TRANSFER PREPARATION DATE	ELECTRONIC DATA TRANSMISSION DATE	FUNDS WIRED DATE	SETTLEMENT PAYMENT DATE
JAN 1, 2001	JAN 3, 2001	JAN 5, 2001	JAN 5, 2001
JAN 15, 2001	JAN 17, 2001	JAN 19, 2001	JAN 19, 2001
JAN 29, 2001	JAN 31, 2001	FEB 2, 2001	FEB 2, 2001
FEB 12, 2001	FEB 14, 2001	FEB 16, 2001	FEB 16, 2001
FEB 26, 2001	FEB 28, 2001	MAR 2, 2001	MAR 2, 2001
MAR 12, 2001	MAR 14, 2001	MAR 16, 2001	MAR 16, 2001
MAR 26, 2001	MAR 27, 2001	MAR 29, 2001	MAR 29, 2001
APR 9, 2001	APR 11, 2001	APR 13, 2001	APR 13, 2001
APR 23, 2001	APR 25, 2001	APR 27, 2001	APR 27, 2001
MAY 7, 2001	MAY 9, 2001	MAY 11, 2001	MAY 11, 2001
MAY 21, 2001	MAY 23, 2001	MAY 25, 2001	MAY 25, 2001
JUNE 4, 2001	JUNE 6, 2001	JUNE 8, 2001	JUNE 8, 2001
JUNE 18, 2001	JUNE 20, 2001	JUNE 22, 2001	JUNE 22, 2001
JULY 2, 2001	JULY 3, 2001	JULY 6, 2001	JULY 6, 2001
JULY 16, 2001	JULY 18, 2001	JULY 20, 2001	JULY 20, 2001
JULY 30, 2001	AUG 1, 2001	AUG 3, 2001	AUG 3, 2001
AUG 13, 2001	AUG 15, 2001	AUG 17, 2001	AUG 17, 2001
AUG 27, 2001	AUG 29, 2001	AUG 31, 2001	AUG 31, 2001
SEPT 10, 2001	SEPT 12, 2001	SEPT 14, 2001	SEPT 14, 2001
SEPT 24, 2001	SEPT 25, 2001	SEPT 28, 2001	SEPT 28, 2001
OCT 8, 2001	OCT 10, 2001	OCT 12, 2001	OCT 12, 2001
OCT 22, 2001	OCT 24, 2001	OCT 26, 2001	OCT 26, 2001
NOV 5, 2001	NOV 7, 2001	NOV 9, 2001	NOV 9, 2001
NOV 19, 2001	NOV 20, 2001	NOV 23, 2001	NOV 23, 2001
DEC 3, 2001	DEC 5, 2001	DEC 7, 2001	DEC 7, 2001
DEC 17, 2001	DEC 19, 2001	DEC 21, 2001	DEC 21, 2001

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**SCHEDULE C  
AUTHORIZED EMPLOYEES<sup>1</sup>**

NAME	TITLE	TELEPHONE # <sup>2</sup>
<b>SAN DIEGO METROPOLITAN CREDIT UNION</b>		<b>FAX # 588-4923</b>
Lisa Larson	ACH Processor	401-8274 x 425 278-574
Adele Sandberg	Vice President Finance & Administration	278-5712 686-4072 x 421
Alex Hofch <i>Hosch</i>	VP Information Technology	686-4072 x 275 278-572
<del>Peter Gomez</del> <i>Kari Noon</i>	Data Center Manager	<del>686-4072 x 190</del> 278-575
<del>Tami Sederquist</del> <i>Lyn Krings</i>	Payroll Processor	<del>686-4072 x 426</del> 278-574
Gloria Liberti	Vice President Operations	297-4835 x 111
Stuart Camblin	President/CEO	297-4835 x 101
<b>CITY OF SAN DIEGO - Auditor and Comptroller</b>		<b>Fax 235-5850</b>
Cecilia Scarpelli	ACH Processor	235-5807
Michelle Lawrence	Payroll Accountant	235-5804
Lillian Pease	Payroll Accountant	235-5808
Bob Lawrence	Payroll Manager	235-5805
Bob Wilson	Financial System Division Manager	235-5821
Holly Reed-Falk	Payment Services Manager	236-7008
Terri Webster	Asst. City Auditor & Comptroller	236-5566
Ed Ryan	City Auditor & Comptroller	236-6150
<b>CITY OF SAN DIEGO-Treasurer</b>		<b>Fax 533-3649</b>
Leona Patteson	Investment Assistant	533-3610
Shahid Mahmud	Investment Officer	533-3610
Raymond Day	Chief Investment Officer	533-3610

<sup>1</sup> Assigned Priority List

<sup>2</sup> If calling after 5:00 p.m. and you receive a recording, depress the appropriate extension No., followed by # sign. This will access you to the individual you wish to contact.

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