

## AMENDMENT AND EXTENSION OF BANKING SERVICES CONTRACT

THIS AMENDMENT AND EXTENSION made and entered into this \_\_\_\_ day of July, 2020, by and between the City of Hollywood, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and Wells Fargo Bank, N.A., a national banking association, hereinafter referred to as "Bank".

### WITNESSETH:

WHEREAS, the City and Bank entered into banking services contract effective May 1, 2015 (the "Banking Services Contract"), which Banking Services Contract "piggybacked" onto and incorporates the terms of that certain CONTRACT NO. (11)C-22-A for banking services, dated on or about July 10, 2012, between the City of Sunrise, Florida and Bank; and

WHEREAS, the Banking Services Contract had an initial term which expired on July 31, 2017; and

WHEREAS, the Banking Services Contract was renewed for three (3) additional one (1) year terms with the current renewal set to expire on July 31, 2020; and

WHEREAS, the Banking Services Contract provides that the City will have the option to renew and extend the Banking Services Contract for up to five (5) additional one (1) year terms; and

WHEREAS, the City now wishes to exercise such extension options such that the term of the Banking Services Contract will end on July 31, 2021, subject to the terms hereof; and

WHEREAS, Bank agrees to such extension subject to the terms hereof; and

NOW, THEREFORE, the Banking Services Contract hereby is amended to reflect the following terms and conditions, and unless otherwise specifically addressed herein, all other terms and conditions of the Banking Services Contract shall remain in full force and effect:

1. The City hereby exercises its extension options under the Banking Services Contract such that the term of the Banking Services Contract shall now end on July 31, 2020.
2. During the extension period, the monthly Earnings Credit Rate ("ECR") to be applied to the City's aggregate average Collected Balances maintained in the Non-Interest Bearing Accounts shall remain the greater of (a) 0.30% or (b) the Targeted Fed Funds Rate less 5 basis points (0.05%).

If the City chooses to utilize our Wells Fargo's Government Advantage Interest Checking Account ("GAIC"), the City can pick between two options:

Option 1: The City's aggregate average Collected Balances maintained in the GAIC would receive an ECR of 0.95%, based on the Targeted Fed Funds Rate less 5 basis points (0.05%) automatically adjusted with the Fed, and 35 basis points (0.35%) interest on all excess balances not used to offset service fees. This account will also have an ECR "floor" of 0.25%, and 2 basis points (0.02%) interest on all excess balances not used to offset service fees. The interest rates quoted above are managed rates and are calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators.

Option 2: The City's aggregate average Collected Balances maintained in the GAIC would receive an ECR of 0.70%, and Target Fed Funds minus 65 basis points (0.65%) interest on all excess balances not used to offset service fees. This account will also have an ECR "floor" of 0.25%, and 2 basis points (0.02%) interest on all excess balances not used to offset service fees. The ECR quoted above is a managed rate and is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators.

3. During the extension period, Bank will charge the City a recoupment fee on a monthly basis at \$0.085 per \$1,000 of the City's positive average ledger balance for the month. This fee is to recover a portion of an assessment from the Financing Corporation (FICO). The City's account analysis statement will detail this fee as an individual charge. Please note that the recoupment fee can be applied to the City's analysis statement and paid for through Earnings Credit on compensating balances.
4. Available to the City are various alternative liquidity options, including but not limited to sweeps and/or money market funds.

**AGREED AND ACCEPTED:**

**City of Hollywood**

**Wells Fargo Bank, N.A.**

By: \_\_\_\_\_  
JOSH LEVY, MAYOR

By: \_\_\_\_\_  
STEPHEN LENEHAN, SVP, RELATIONSHIP MGR

By: \_\_\_\_\_  
PATRICIA A. CERNY, MMC, CITY CLERK

By: \_\_\_\_\_  
WAZIR ISHMAEL, PH.D., CITY MANAGER

By: \_\_\_\_\_  
CINTYA RAMOS, DIR OF FINANCIAL SERVICES

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE AND RELIANCE  
OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: \_\_\_\_\_  
DOUGLAS R. GONZALES, CITY ATTORNEY