

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS  
**STANDARD AMENDMENT COVERSHEET** (rev 12-08)

AGREEMENT NUMBER <b>MA-200307</b>	AMENDMENT NUMBER <b>4</b>
	FEDERAL EMPLOYER ID NUMBER <b>94-1687665</b>

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" or "Bank" refers to **Bank of America, N.A.**, and the term "AOC" or "State" refers to the **Judicial Council of California, Administrative Office of the Courts**.

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2. Title of the Agreement: **Government Banking Services**  
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement

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3. This Amendment becomes effective on **December 1, 2009**

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4. The maximum amount that the AOC may pay Contractor for Processing Services under the Agreement (as amended) is **25,000.00**

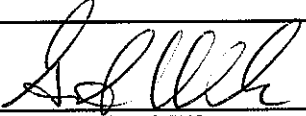
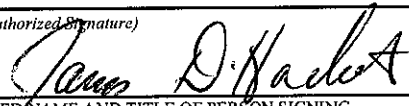
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5. PURSUANT TO THIS AMENDMENT NO. 4 TO MASTER AGREEMENT NO. MA-200307 BETWEEN THE AOC AND THE BANK, THE AGREEMENT FOR GOVERNMENT BANKING SERVICES (TOGETHER THE "MASTER AGREEMENT") IS AMENDED AS FOLLOWS:
  1. A new Paragraph 18, AOC's Obligation for Fee Payment for Processing Services Subject to Availability of Funds, is attached hereto and herewith incorporated into the terms and conditions of the Master Agreement.
  2. Exhibit H, Revision 2: Fee Schedule, is hereby deleted in its entirety and replaced with Exhibit H, Revision 3: Fee Schedule, attached hereto and incorporated herewith.

In the event of a conflict between this Master Agreement and an Exhibit or Appendix, the Master Agreement shall prevail.  
 The expiration date of the Master Agreement shall remain the same.

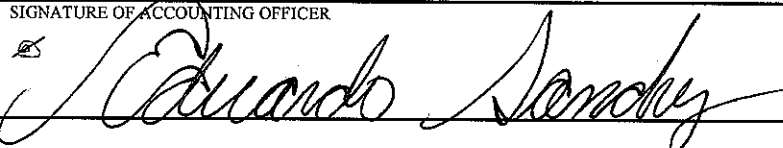
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6. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, as previously amended, remain in full force and effect.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>Bank of America, N.A.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Grant Walker Senior Manager, Business Services</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>James D. Hackett, SVP</b>
ADDRESS <b>Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102</b>	ADDRESS <b>Attn: James Hackett, Senior Vice President, Government West CA3-117-15-01 555 Capitol Mall Sacramento, CA 95814</b>

**Administrative Office of the Courts Use Only**

<b>Agreement Number</b>	<b>MA-200307, Amendment 4</b>
<b>Contractor Name</b>	<b>Bank of America, N.A.</b>

<b>Fund Title</b>	<b>Program/ Category</b>	<b>Item</b>	<b>Chapter</b>	<b>Statute</b>	<b>Fiscal Year</b>	<b>Object of Expenditure</b>	<b>Amount</b>
Trial Court Trust Fund	30 Judicial Council	0250-001-0932	1	2009	2009-2010	0932-45147003-0213-59-09	\$125,000.00
<b>Amount Encumbered by this Document:</b>		<b>Prior Amount Encumbered for this Contract:</b>			<b>Total Amount Encumbered to Date:</b>		
<b>\$125,000.00</b>		<b>\$0.00</b>			<b>\$125,000.00</b>		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
<b>SIGNATURE OF ACCOUNTING OFFICER</b>						<b>DATE</b>	
						5/12/10	

Judicial Council of California, Administrative Office of the Courts Standard Agreement  
Amendment No. 4 to Master Agreement No. **MA-200307** with **Bank of America, N.A.**

Amendment 4 to the Agreement for Government Banking Services  
Between  
Bank of America, N.A.  
And  
The Judicial Council of California,  
Administrative Office of the Courts ("AOC")

This Amendment 4 to the Agreement for Government Banking Services, MA-200307 ("Master Agreement"), between the Judicial Council of California, Administrative Office of the Courts, a state governmental entity ("AOC"), and Bank of America, N.A., a national banking association ("Bank of America") amends the Master Agreement with the attached new provision, paragraph 18 ("AOC's Obligation for Fee Payment for Processing Services Subject to Availability of Funds"), and Exhibit H with the attached Exhibit H, Revision 3 ("Fee Schedule"). The words and phrases not otherwise defined herein will have the same meanings ascribed to them in the Master Agreement.

RECITALS AND ADDITIONAL AGREEMENTS

- A. Bank of America and AOC are parties to an Agreement for Government Services dated January 1, 2004 ("Government Banking Services Agreement" or "Master Agreement").
- B. Among the services Bank of America will provide to AOC pursuant to the Government Services Agreement are the treasury services more fully described and governed by Exhibits A, B and B-1, as amended.

The parties hereby agree to amend the Master Agreement as follows:

1. Add a new paragraph 18, AOC's Obligations Subject to Availability of Funds, to the Master Agreement;
2. Delete Exhibit H, Revision 2, in its entirety and replace it with the attached Exhibit H, Revision 3.

Judicial Council of California, Administrative Office of the Courts Standard Agreement  
Amendment No. 4 to Master Agreement No. MA-200307 with Bank of America, N.A.

**The following provision is incorporated into the Master Agreement's terms and conditions pursuant to this Amendment:**

"18. [New] AOC's Obligation for Fee Payment for Processing Services Subject to Availability of Funds

- 18.1 *The AOC's obligation for fee payment for the Processing Services, as those services are detailed in Exhibit B-1, under this Master Agreement, is subject to the availability of authorized funds.*
- 18.2 *An event of default or breach shall not occur if AOC is unable to pay Fees associated with the Processing Services due to the State of California's failure to timely approve and adopt a California State budget. The AOC shall promptly pay any previously due and unpaid Fees upon approval and adoption of the California State budget."*

END OF LIST

**EXHIBIT H, REVISION 3**  
**FEE SCHEDULE**

The Fees associated with the Services provided under this Agreement are noted as follows:

1. Treasury, Collateralization, and Depository Services

a. Compensating Balance

1. Initially, Bank will be paid fully for all Services under Exhibits A, B, C and D through Compensating Balances from the applicable non-interest bearing accounts as directed by the AOC. Analysis and Compensating Balance calculations will be grouped by each Superior Court as directed by the AOC. The Bank and the AOC agree to monitor, and Bank shall adjust in good faith, the Compensating Balance requirements for each Superior Court group of accounts on a quarterly basis, without charge to the AOC, to assure that the earnings credit rate for the Compensating Balances for each such succeeding quarter are adequate to fully compensate, but not overcompensate, the Bank for all Services provided to the AOC for that succeeding quarter, without taking into account any Compensating Balance shortfall or overpayment during any prior quarters. Thereafter, the AOC and the Bank will enter into an arrangement whereby the AOC will arrange to make the Bank whole for any shortfall from a Superior Court group of accounts on a semi-annual basis.
2. At any time the AOC may chose not to use Compensating Balances as payment for a particular Superior Court, in which case the fees will be paid monthly from the applicable account according to the Activity Charge Detail listed in subparagraph c, below.
3. Earnings Credit Rate (ECR): The State of California determines its ECR based on the average investment yield of the three-month T-Bill for the prior month. Bank agrees that it will apply this ECR to the AOC's Compensating Balances in order to determine the earnings it uses for the account analysis and the offset of Activity Charges listed in subparagraph c, below.

b. Implementation Costs

Implementation costs for the implementation of accounts and services on behalf of each Superior Court will be waived. This includes deposit slips, endorsement stamps and set-up fees.

c. Activity Charge Detail

These are the only charges to be assessed against each account under the Master Agreement and the Exhibits and Appendices thereto, and are assessed monthly.

Judicial Council of California, Administrative Office of the Courts Standard Agreement  
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TMA CODE	SERVICE DESCRIPTION	PRICE	UNIT OF CHARGE
	<b>General Account Services</b>		
010000	Account Maintenance	\$13.000	Per Month per Account
010000	ZBA Maintenance	\$5.000	Per Month per Account
<b>01</b>	<b>Total General Account Services</b>		
	<b>Depository Services</b>		
	<b>Image Lockbox Services</b>		
050300	WLBX Lockbox Deposit	\$1.00	Per Deposit
050300	WLBX Deposit Prep Per Deposit	\$1.00	Per Deposit
050000	WLBX Image LBX Maint	\$100.00	Per Month per lockbox
050100	WLBX Image Proc Per Item	\$0.27	Per Item
050404	WLBX Client Print Per Item	\$0.05	Per Item
05011R	WLBX Image Documents Imaged	\$0.03	Per Item
050405	WLBX Image CD Rom	\$10.00	Per CD
050131	WLBX Accept All Payees	\$0	Per Payee
050500	WLBX Foreign Item	\$0	Per Item
050413	WLBX Overnight Courier	\$0	Per Package
05011P	WLBX Walk In Deposit	\$6.00	Per Item Received
050126	WLBX Data Capture	\$0.009	Per Keystroke
050400	WLBX Image Access Maint	\$100.00	Per Month per lockbox
050121	WLBX Image Access Per Item	\$0.03	Per Item
<b>05</b>	<b>Total Lockbox Services</b>		
100000	Banking Center Deposit-CA	\$1.100	Per deposit
100007	Quick Business Deposit-Night Drop Deposit	\$1.000	Per deposit
100111	Coin Dep. Non Std Bag-Vault-PER BAG	\$2.500	Per Bag
100113	Coin Dep Std Bag-Vault-PER BAG	\$1.250	Per Bag
100114	Curr-Coin Dep-Per \$100-Vault	\$0.080	Per \$100
100141	Change Order-Vault	\$1.500	Per Order
100146	Coin Supp-Roll-Std Box-Vault	\$0.060	Per Roll
100148	Curr Supp-Per \$100-Vault	\$0.120	Per \$100
100210	Checks Deposited On Us-CA-Pre Encoded	\$0.025	Per Check
100212	Checks Dep Local Clearings-CA-Unencoded	\$0.050	Per Check
100215	Checks Dep Local RCPC-CA-Pre Encoded	\$0.030	Per Check
10021A	Travellers Check-Pre Encoded	\$0.047	Per Check
10021A	State of California Warrants-Pre Encoded	\$0.030	Per Warrant
10021A	U.S. Treasury PMO-Pre Encoded	\$0.047	Per PMO
100400	Return Item Chargebacks	\$1.250	Per Check
100402	Deposited Item Recleared	\$0.750	Per Check
100501	Deposit Correction-Cash	\$2.500	Per Correction
100999	Armored Car Services (at cost, through analysis)		Per Invoice
<b>10</b>	<b>Total Depository Services</b>		
	<b>Paper Disbursement Services</b>		
150000	Controlled Disbursement Maintenance-PER ACCOUNT	\$70.000	Per Month per Account

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TMA CODE	SERVICE DESCRIPTION	PRICE	UNIT OF CHARGE
150110	Cont Disb Checks Paid-Truncated	\$0.045	Per Check
159999	Cont Disb Funding Credit	\$0.080	Per Credit
150400	Stop Pay Inquiry	\$0.500	Per Inquiry
<b>15</b>	<b>Total Paper Disbursement Services</b>		
	<b>Paper Disbursement Reconciliation Services</b>		
200010	Full Reconciliation Maintenance	\$50.000	Per Month per Account
200201	AR Transmission Input Per Item	\$0.040	Per Check
200201	Per Transmission Input	\$15.000	Per File Input
200301	Reconciliation Transmission Output	\$15.000	Per File Output
209999	CD ROM Maintenance	\$25.000	Per CD
209999	CD ROM Item (Daily)-IMAGE Stored ON CD ROM	\$0.030	Per Check
209999	Image Requested Online - Direct	\$0.500	Per Request
<b>20</b>	<b>Total Paper Disbursement Reconciliation Services</b>		
	<b>General ACH Services</b>		
250000	Direct Deposit-Mo. Maint. (first Co. ID)	\$100.000	Per Month for First Account
250000	Direct Deposit-Mo. Maint. (Additional ID's)	\$25.000	Per Month for Each 2+ Accts
250107	Direct Deposit - On-Us Items	\$0.030	Per ACH
250107	Consumer Debits - On-Us Items (1-5,000)	\$0.030	Per ACH
260100	Cash Con On-Us Items (1-5,000)	\$0.030	Per ACH
250120	Direct Deposit-Originated Addendas	\$0.030	Per ACH
250300	Direct Deposit>Returns	\$2.500	Per ACH Return
250501	Direct Deposit-Input	\$15.000	Per File Input
250620	ACH Delete/Reversal-Email	\$20.000	Per ACH
<b>25</b>	<b>Total General ACH Services</b>		
	<b>Wire and Other Transfer Services</b>		
350103	Outgoing Fedwire-Automated	\$7.000	Per Wire
350120	Intra-Company End of Day Book Transfer	\$1.000	Per Transfer
350299	Incoming Wire Transfer	\$7.500	Per Wire
<b>35</b>	<b>Total Wire and Other Transfer Services</b>		
	<b>Information Services</b>		
400000	Direct Prv Day Monthly Maint.	\$75.000	Per Month per Account
400001	Direct Previous Day Detail Items Reported	\$0.080	Per Transaction
400005	Per Acct Reported	\$40.000	Per Month
<b>40</b>	<b>Total Information Services</b>		

d. *Payment and Invoice Processing Services as set forth in Exhibit B-1 [Revised]*

1. *Fees for Processing Services shall be as set forth as follows:*

SVC CODE	AFP CODE	SERVICE DESCRIPTION	PRICE	SERVICE DEFINITION
		<b>PayMode Electronic Payments</b>		
45825	25 1000	PAYMODE IMPLEMENTATION FEE	\$ 8,000.00	Fee for implementing the PayMode service
45826	25 1110	PAYMODE LICENSE FEE	\$ 100.00	Monthly fee for use of PayMode service
45827	25 0800	PAYMODE TRANSACTION FEE	\$ 0.50	Per item fee for each transaction processed

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SVC CODE	AFP CODE	SERVICE DESCRIPTION	PRICE	SERVICE DEFINITION
		<b>PayMode Plus Check Print Services</b>		
47816	01 0750	PD SYSTEM & PROGRAMMING	\$ 1,800.00	New account set up or special requests/changes
47800	01 0799	PAYMODE PLUS PRINTING SVCS	\$ 0.17	'Image to paper' print charge for PayMode checks
47801	01 0799	PAYMODE PLUS MAILING SVCS	\$ 0.25	Traditional mailing services for PayMode check print
47802	01 0799	PAYMODE PLUS ADDL PAGES	\$ 0.12	Overflow remittance pages for PayMode check print
47829	01 0799	PD POSTAGE AND SHIPPING	Cost	Postage pass-through fees
47830	01 0799	PD DELIVERY	Cost	Express mail vendor charges (document or CD)
47815	01 0799	PD EXPRESS PACKAGE HANDLING	\$ 3.00	Handling charge for all express mail package preparations
47817	01 07ZZ	PD MANUAL CHECK PULLS	\$ 3.00	Check pulled from the print processing stream for return to customer

2. *[New] The payment method for Fees for Processing Services shall be as follows:*

- A. *The Bank shall submit an invoice to the AOC for Processing Services provided monthly. After receipt of invoice, the AOC will either approve the invoice for payment or give the Bank specific written reasons why part or all of the payment is being withheld and what remedial actions the Bank must take to receive the withheld amount.*
- B. *The State will make payment in arrears after receipt of the Bank's properly completed invoice. Invoices shall clearly indicate the following:*
  - i. *The Contract number.*
  - ii. *An unique invoice number.*
  - iii. *The Bank's name and address.*
  - iv. *The Bank's federal employer identification number.*
  - v. *The month and year the invoice period covers.*
  - vi. *A short-title description and quantity of the Processing Services provided by SVC and AFP codes, broken out by each account for each participating Superior Court.*
  - vii. *The contractual charges, including the appropriate cost, price or rate, under this Contract and extended amounts by SVC and AFP codes, broken out by each account for each participating Superior Court.*
  - viii. *An subtotal by each account for each participating Superior Court.*
  - ix. *An invoice total.*
  - x. *A preferred remittance address, if different from the mailing address.*



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C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California  
 Administrative Office of the Courts  
 c/o Finance Division, Accounts Payable  
 455 Golden Gate Avenue, 7<sup>th</sup> Floor  
 San Francisco, CA 94102-3688

D. Invoices shall be submitted as hardcopy, provided that upon mutual agreement of the parties, electronic invoicing may be used in place of hardcopy invoices. In the event the parties implement electronic invoicing, the form and format of any such electronic invoices shall be as the parties may agree.

2. Merchant Services

Bank Fee for Visa/MasterCard processing<sup>1</sup>:

Average transaction amount over \$75.00:	10 Basis Points
Average transaction amount \$10.00- \$74.99	\$ 0.07
Per item electronic authorization fee:	\$ 0.10
Per item voice authorization fee:	\$ 0.50
Discover/American Express per item authorization fee:	\$ 0.15
Set-up fee per merchant number (non-refundable)	\$75.00
Chargeback fee (per chargeback item)	\$15.00/each
Monthly minimum processing fee per merchant ID	\$25.00
On-line Reporting – 2 ID's per Merchant ID	included
Association level reporting available	\$75.00/per assoc/per user ID
Monthly charge for additional ID's per merchant number	\$ 5.95/each
Additional card types added after initial install:	\$15.00/MID
Terminal/printer rental (combined unit) <sup>2</sup>	\$21.95/month + tax <sup>3</sup>
Imprinters:	\$25.00/annual
Terminal/printer rental (combined unit)	\$325.00/unit
POS Partner <sup>4</sup> Software(one time charge)	\$250.00/stand alone
POS Partner Software LAN version: workstation	\$250.00/ plus \$25.00/ per

<sup>1</sup> Fees will be set in advance at 10 basis points for analog transactions. (Alameda Superior Court had an average ticket size of \$175.00 in 2004.) Fees will be reset at \$0.07/per item if overall average transaction size is between \$10.00 and \$74.99 for 3 months. Normal reviews to be scheduled every six months or as per AOC's request.

<sup>2</sup> Terminal/printer equipment is provided by TASQ. Changes in fees that are not within Bank of America's control may be passed to the Courts.

<sup>3</sup> Six month minimum rental required by TASQ

<sup>4</sup> POS Partner product is supplied by Vital PS. Changes in fees that are not within Bank of America's control may be passed to the Courts.

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POS Partner monthly service charge:	\$15.00/mo./per MID
CyberSource <sup>5</sup> gateway services	\$150.00/setup charge/per MID
CyberSource monthly gateway charge	\$19.95/per MID
CyberSource per transaction charge	\$ 0.10/each

3. Investment Services

3.1 These are the only fees assessed by the Bank in connection with the Investment Services, pursuant to Exhibit F.

3.2 The Bank's standard fee of \$200 per month per sweep account will be waived for the first year. In January of 2005, Bank and the AOC will review the use of the sweep product and its value to the AOC and each individual Superior Court. After this review, Bank will make recommendations to the AOC about the value of the sweep product and will negotiate with the AOC a fee not to exceed \$100 per month per sweep account.

4. Procurement Card Services  
[Intentionally left blank]

5. *[Deleted]*

*End of Exhibit H, Revision 3*

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<sup>5</sup> Bank of America is a reseller for CyberSource. Changes in fees not within Bank of America's control may be passed to the Courts.