

**BANKING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH RICHLAND HILLS, TX
AND
JPMORGAN CHASE BANK, N.A.**

This Banking Services Agreement, inclusive of the incorporated documents referenced below (collectively, this “Agreement”), is effective as of the 1st day of October, 2019, (the “Effective Date”) by and between **THE CITY OF NORTH RICHLAND HILLS, TX**, a Texas municipal corporation (the “City”) and **JPMORGAN CHASE BANK, N.A.**, a national banking association (the “Bank”).

Recitals

The City issued a Request for Proposals (the “RFP”) for Banking Services on February 28, 2019, RFP# 14-025. The Bank’s proposal in response to the RFP, inclusive of all exhibits attached hereto as **Exhibit “A”** (the “Proposal”), was submitted within the appropriate deadline for submission established by the RFP. The City’s authorized representatives have reviewed the Proposal, determined that it best fulfills the City’s requirements, and have recommended that the contract for bank depository services (the “Services”) covered by the RFP, and the Bank’s responses thereto, be awarded to the Bank. As evidenced by the signatures of the City’s representatives below, the City is authorized to enter this Agreement.

Accordingly, the City and the Bank agree as follows:

1. Performance of the Services. The Bank agrees to perform the Services for the City, at the prices specified or described in the Fee Schedule included with the RFP and incorporated herein for all purposes. The fees shall be fixed for the initial thirty-six (36) month term.
2. Contract Documents. This Agreement, which contains the terms and conditions and respective obligations of the parties with respect to the Services, is comprised of the following documents, (a) the RFP, (b) the Proposal, and (c) the Bank’s account terms and service terms that currently exist between the City and the Bank. In the event of inconsistencies between this Agreement, the Proposal, and the RFP, the order of precedence shall be this Agreement, the Bank’s Proposal for any items which the Bank has made an exception that has been accepted by the City, and the RFP.
3. Term of this Agreement. This Agreement shall commence as of the Effective Date and continue for three years after the Effective Date (“Initial Term”). This Agreement may be renewed for two (2) one-year terms after the Initial Term, upon mutual written agreement of the City and the Bank. Notwithstanding the foregoing, this Agreement may be cancelled during the initial term or any extended term, by either party upon not less than sixty (60) days’ prior written notice to the other party.
4. Amendment of this Agreement. This Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the City and the Bank, as contained within a writing executed by each of them.
5. Notice. Any notice required or permitted under this Agreement shall be in writing. Each such notice shall be effective when delivered by hand or, if mailed, shall be mailed postage prepaid, return receipt requested, and shall be effective when received. Each such notice shall be addressed or delivered,

if to the City, at:

City of North Richland Hills, TX
4301 City Point Drive
North Richland Hills, TX 76180
Attn: Mark Hindman, City Manager

or, if to Bank, at:

JPMorgan Chase Bank
106 Corporate Park Drive, 2nd Floor
White Plains, NY 10604
Attn: John P. Gardell, Jr.

With copy to the City Attorney
at the same address

6. Miscellaneous.

- a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
- b. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law provisions thereof. Venue for any claim or action arising out of this Agreement shall be in the state or district courts in Tarrant County, Texas.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained.
- d. This Agreement and the exhibits, schedules, and attachments constitute the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.
- e. Notwithstanding anything to the contrary in the RFP or the Proposal, all certifications, assurances, representations, warranties and statements made by Bank ("Certifications") are subject to the following disclosures and clarifications:
 - (i) Certifications are: (1) limited to the Government Banking division of J.P. Morgan's Commercial Banking line of business; and (2) based on customary due diligence J.P. Morgan deems appropriate and the knowledge, information and belief, after reasonable inquiry, of Bank's representatives who will be responsible for overseeing the Services.
 - (ii) Bank has policies and procedures to promote compliance with applicable laws (including, without limitation, laws prohibiting unlawful discrimination of any kind), and makes reasonable efforts to foster compliance by its employees with such laws. Despite such efforts and its commitment to treating customers and employees fairly, Bank may be the subject of claims asserting that it has not complied with applicable laws in certain circumstances. However, Bank is not aware of any pending claim that would materially affect the ability of its Commercial Banking line of business to perform proposed services.
- f. Notwithstanding anything to the contrary in the RFP or the Proposal, the parties agree that the City shall not be liable or responsible for, and shall be saved and held harmless by Bank from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property,

directly arising out of, or occasioned by the negligent performance or willful misconduct of Bank under this agreement, without however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Notwithstanding anything further to the contrary herein, Bank's liability for indemnification hereunder shall be invoked only to the extent that (i) the claimed damages, losses, and expenses are directly due to the negligence of the Bank and/or its subcontractors; (ii) Bank's indemnification obligations shall not exceed an amount, in the aggregate, over the term of this Agreement, an amount that exceeds one time (1) time the average annual revenues received by Bank from the City under this Agreement; and (iii) neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages or the same are reasonably foreseeable.

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be executed by their duly authorized representatives on the date or dates set forth above. This Agreement shall be legally binding and deemed effective as of the Effective Date.

THE CITY OF NORTH RICHLAND HILLS, TX:

BY: _____
Name: Mark Hindman
Title: City Manager

ATTEST:

By: _____
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

JPMORGAN CHASE BANK, N.A.:

BY: Brett Harper
Name: Brett Harper
Title: Authorized Officer

By: _____
Maleshia B. McGinnis, City Attorney