

**PRIME AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BANK OF AMERICA**

THIS PRIME AGREEMENT, entered into this 21st day of May, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BANK OF AMERICA, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of implementing and providing ePayables services to the County. Such service will enable the County to issue payments to County's vendors via merchant credit card accounts. Exhibit A describes services to be provided by Contractor.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Schedule of Fees, Charges and Rebates
Exhibit C—ePayables Service Agreement
Exhibit D—ePayables Addendum

As used herein, the term "Agreement" shall refer to this Prime Agreement and all exhibits and attachments hereto.

2. Services to be performed by Contractor

Contractor shall perform services for County and provide rebates to the County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A (Description of Services) and B (Schedule of Fees, Charges and Rebates), C (ePayables Services Agreement), and D (ePayables Addendum).

3. Payments

Pursuant to terms of Schedule of Rebates included in Exhibit B, the Contractor will pay rebates based in part on transaction volume to the County on a quarterly basis. The Contractor shall receive fees or charges, that may apply, from County for services provided by Contractor pursuant to General Product Fees and Charges per Exhibit B. Pursuant to terms of this Agreement and its exhibits, the County will issue payments to Contractor to reimburse Contractor for payment transactions received by County's vendors using Contractor's ePayables program.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 21, 2013 through May 20, 2016. The County has the option, on its own discretion, to extend the term of this contract for an additional three years. The County shall provide reasonable notice to the Contractor prior to expiration of the contract if it elects to extend the contract.

This Agreement may be terminated by Contractor or the County Controller or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement specifically for the County shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, provided that the foregoing shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement or any portion thereof to an affiliate bank of Contractor. In the event of such an assignment, Contractor shall provide the County with reasonable notice of the assignment prior to its consummation and shall procure from the assignee a promise to adhere to all terms, conditions, and requirements of this Agreement.

In the event that Contractor subcontracts with a third party to provide services required of the contractor under this Agreement, Contractor shall provide the County with reasonable notice if such subcontracting affects any material term of this Agreement or the services provided hereunder.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. This paragraph shall apply to any law or regulation that may have a material adverse effect on the Contractor's ability to perform its obligations under this Agreement.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification (including any merger clause) in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California except to the extent that federal law respecting national banking associations applies. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California and shall be tried before a judge without a jury.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
Controller's Office
Attn: Juan Raigoza
Assistant Controller
555 County Center, 4th Floor
Redwood City, CA 94063
Fax: 650-363-7888

In the case of Contractor, to:

Jonathan Millard
14th Floor
315 Montgomery Street
San Francisco, CA 94104
Fax: 415-228-7984

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BANK OF AMERICA


Contractor's Signature

Date: 4/29/13

Exhibit "A"
Description of Services

Exhibit "B"
Schedule of Fees, Charges and Rebates

Exhibit "C"
Bank of America ePayables Service Agreement

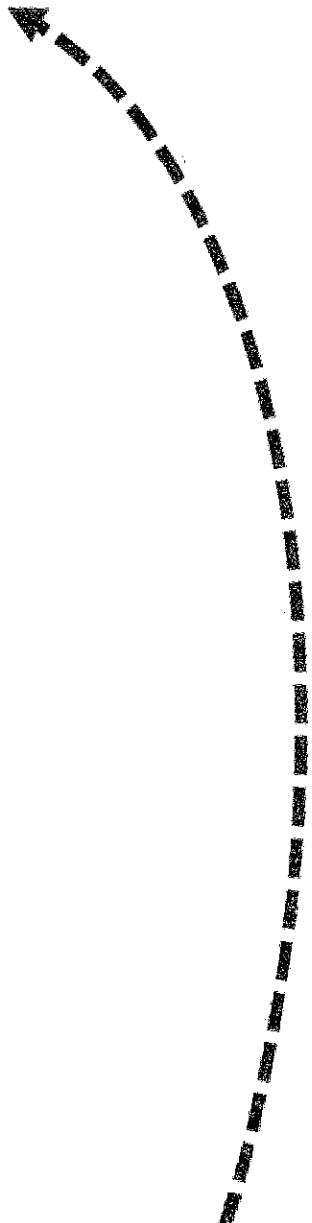
Exhibit "D"
ePayables Addendum

EXHIBIT A

Description of Services

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Overview

With ePayables you will be able to move the non-payroll, accounts payable-based payments that you currently pay by check to a card solution that helps solve working capital needs. More importantly, you will not need to change your existing workflow, as our ePayables service integrates with your existing accounts payable processes. By implementing this solution, you can:

- Reduce check processing costs and fees
- Increase float
- Improve working capital management
- Qualify to earn rebates above and beyond your traditional purchasing card program
- Reduce your exposure to check fraud

This document will give you an overview of the Bank of America Merrill Lynch end-to-end ePayables implementation process. It will also help prepare you for the upcoming implementation of your ePayables program, and help us ensure that we meet all of your card program objectives during this process.

Each Bank of America Merrill Lynch implementation project is divided into four phases: **Define, Design, Deliver** and **Review**. We will outline the contents and considerations for each stage below.

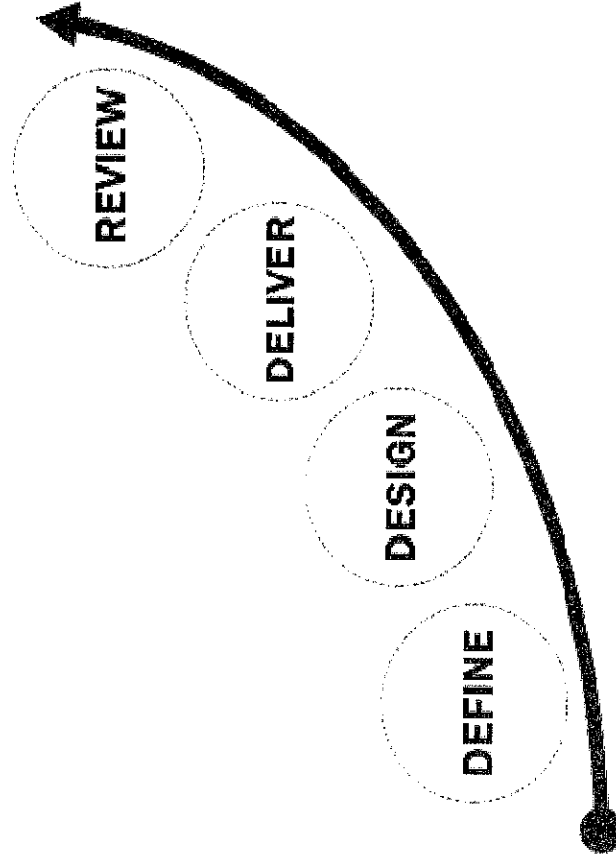


EXHIBIT A

Your Bank of America Merrill Lynch Team

Bank of America Merrill Lynch has a team of dedicated ePayables implementation managers with vast experience in implementing large, complex card and ePayables programs. The team assigned to your project will typically include one or more of the following personnel:

Project manager (PM)

- This dedicated team of consultative project managers is responsible for ensuring that the overall objectives for your program are delivered by ensuring that the scope and deliverables required are understood and coordinated.
- Our PMs are client focused and are assigned based on the skill set needed and to ensure that we lead the project out of your key region.

Implementation engineer (IE)

- Reporting to the PM will be a team of IEs that will support your specific requirements.
- The IE is the subject matter expert and technical guide to implementing ePayables and will provide support as a trainer on the card platform for your administration team.

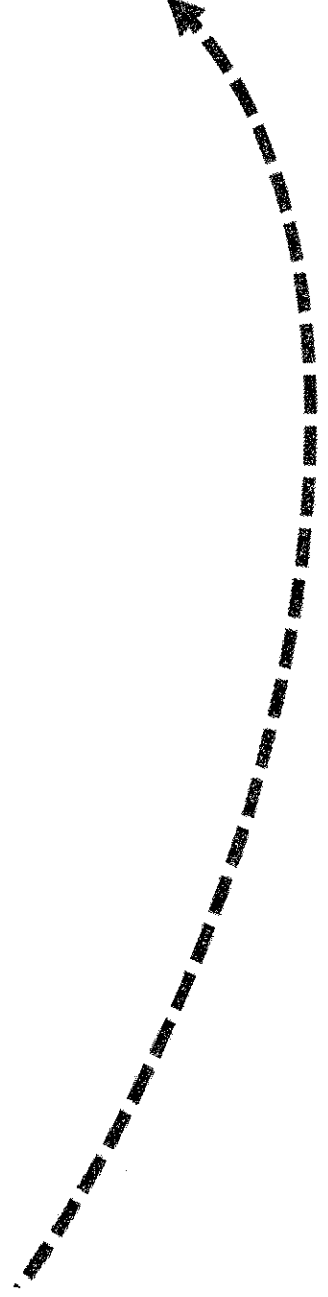


EXHIBIT A

Recommendations for forming your team

Bank of America Merrill Lynch would recommend that you seek input from the following areas within your organization prior to and during the implementation Define phase:

1. **Project Manager** – Coordinates overall implementation
2. **Company Program Administrator(s)** – Manages day-to-day activities of the program once live
3. **Accounts Payable and Finance** – Reviews expense processes and identification of data integration requirements and is critical to the success when changes are required to expense management processes and reconciliation of monthly payments
4. **Human Resources** – Manages expense policies and employee communications, along with input into strengthening the policies and procedures for Card
5. **Legal Counsel** – Reviews Card Agreement and other documentation
6. **IT/ERP System Support** – Manages data integration, and supports automation initiatives
7. **Employee Council** – Ensures the program meets local policies and practices
8. **Procurement** – Defines Purchasing Card strategy and may be key in negotiating contracts between BofAML and your company
9. **Travel Manager** – Defines travel policy and overall management of travel management company relationship

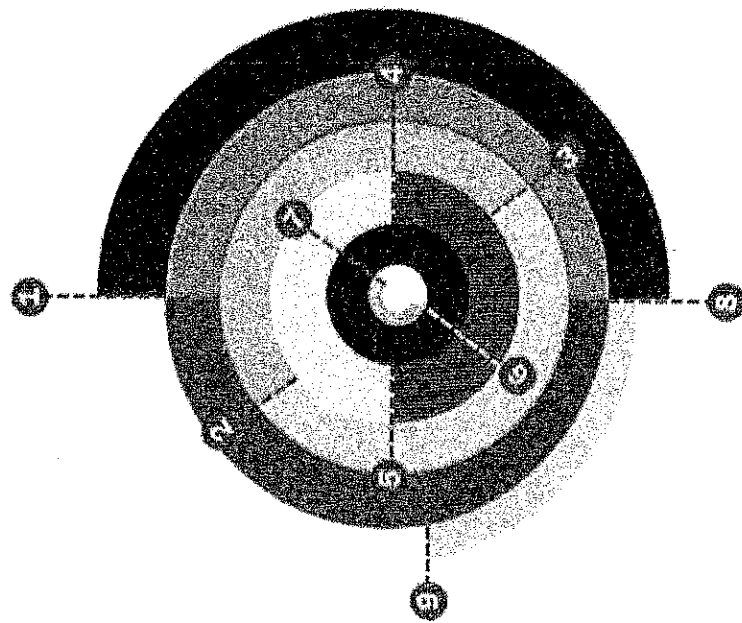


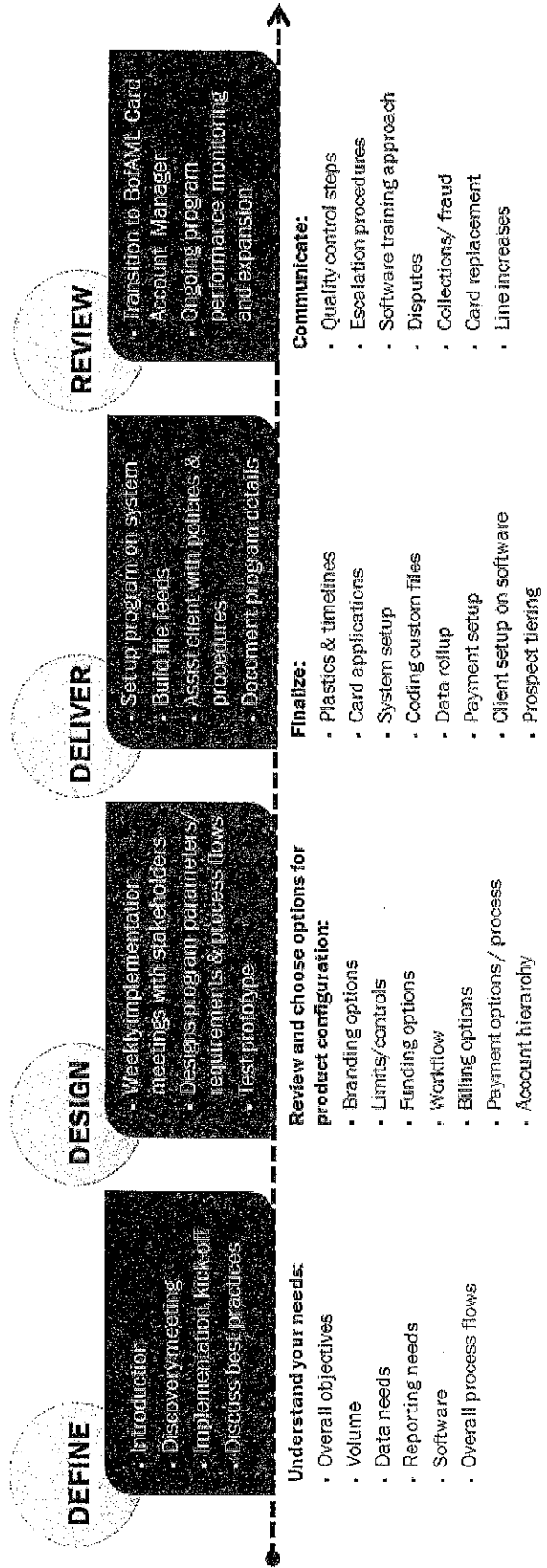
EXHIBIT A

Getting started

Before implementation can begin, it is crucial that you have official confirmation from senior management, both to secure senior "buy-in" to the project, as well as reconfirming the clear goals and objectives for the card program.

The implementation will begin with a workshop to introduce the team and to set clear expectations of how the project will be organized and delivered. Prior to this session, it is important that all parties are clear on the scope and scale of the project and should include a review of any existing processes that are in place. We will then work jointly to identify areas where change or improvements are required.

It is suggested that this process review covers the entire end-to-end process, including all relevant areas from HR to Accounts Payable to ensure any unexpected process changes that would impact the timelines are minimized. After reconfirming your goals and objectives, it is equally important to ensure these are also re-communicated to the entire project team, including your Bank of America Merrill Lynch PM.



DEFINE

DESIGN

DELIVER

REVIEW

The Define phase is the key first step in scoping the overall project deliverables and setting both the expectations for the ePayables program and the success factors that are to be achieved.



Define

To ensure your needs are properly assessed, we follow a tried and tested method to establish and document your goals.

Kickoff meeting

At this meeting, the core project team members are introduced, roles are defined, and expectations are detailed. This meeting is key in ensuring that your project begins clearly with a set of common objectives and an agreed-upon set of next steps.

Roles & responsibilities

The success of any project is dependent on having the right team in place.

Project goals

We seek to ensure that all goals for the project are discussed and documented. This forms the basis for the scope of the project.

Project scoping

Once goals are established, it is important to set the parameters under which the project should operate and define what is explicitly in the scope of the project. As well as documenting any assumptions and known risks, it is important to identify the expected scope for:

- Phased approach (if required)
- Key milestones for the project

Project statement

The project statement forms the cornerstone of the whole project and summarizes our discussions in detail to form the scope, as well as outlining any key milestones.

Project workbook and project plans

A project workbook will be created encompassing the high-level project plan, the actions log, contact lists, meeting minutes and key decisions made during the project. The workbook will be updated weekly and will be shared with all parties to ensure transparency.

Execution of contractual documentation

The next step is to ensure that all contractual documentation is completed to the satisfaction of all parties. The Card Agreement establishes the contractual relationship between the bank and the client. The Card Agreement also contains the Schedule of Fees, confirms rebates agreed on during the sales process and any signing bonus offered. Any other regulatory documentation checks, including AML/KYC checks will also be completed during this stage in parallel to the definition of the project.

The Design phase takes the scope of the project, which was previously defined, and works within a framework to build up the overall program in a more detailed way.

DEFINE

DESIGN

DELIVER

REVIEW

Design

We will collate the program requirements on both a global level and at a local level, within each region, each country and down to each entity's individual requirements. We then structure a communication strategy plan for delivery in the next phase when the card program is ready to roll out. To support this phase, we undertake several key tasks:

Data collection for program configuration

We use a set of structured workbooks and templates to enable you to capture all relevant information:

- Billing units
- Individual card accounts
- Expense management and reconciliation processes
- Customized reporting
- Interfaces to other systems including ERP data feeds

Review existing policies/procedures for card usage

Even if the card program is a straight swap for an existing program, it is always appropriate to review and update any existing card usage policies and procedures, particularly when implementing changes to the expense management process.

Your implementation management team will support you with templates and examples of other policies, as well as providing assistance in reviewing key items that should be included in any card policy.

Complete data integration file specifications

It is important to obtain a detailed specification for file interfaces that need to be created and connections that need to be established. Your implementation team will support you in obtaining the correct information to achieve this, while bringing extensive experience with other clients to ensure that this is delivered effectively.

Preparation of a communications plan

Every customer is different, but most will face the same challenges in getting the right balance between card delivery timelines and the timing of communications to the business. We will work directly with your client team to ensure that the communications plan is structured appropriately to maximize the benefit of the program internally, while keeping any disruption to your day-to-day business to a minimum.

DEFINE

DESIGN

DELIVER

REVIEW

The Deliver phase takes all of the detailed information from the previous phases and actions the tasks outlined in the project plan, which are in line with the milestones set out in the project statement.



Deliver

There are several key components to this phase to support delivery against the project timeline.

Verification of operational process changes

All operational process changes identified should be tested and verified before any cards are issued.

Completion of system configurations

Any changes to internal systems and configuration of our systems that has been agreed to need to be completed and tested before cards are issued.

Creation of data integration file and setup of interface connectivity

Any direct interfaces identified need to be established and tested by both parties.

Administrator training

Once the systems are configured, it is essential that the client administration team be fully trained on using the BofAML systems to obtain process efficiencies while maintaining control and visibility over the card program.

Full training will be provided along with advice on how to train cardholders using a "train-the-trainer" approach.

Communications plan

Once the system setup and training are complete, planned communications will be issued followed by the issuance of cards.

Deployment of solution

Once the processes, procedures, file integrations and training have been completed, we will then follow a defined rollout schedule.

Vendor enrollment

We identify vendors who accept card as well as vendors known to accept ePayables, then enroll them. See more on this process below.

Vendor implementation

Once vendors agree to accept card, we create a dedicated account number for each enrolled vendor. We communicate the account number and expiration date to you. You provide the same to the vendor. Each enrolled vendor's payment type needs to be changed to "card" or "other" within your accounts payable system before you can begin making payments via card to the vendor.

EXHIBIT A

Vendor enrollment

We do the heavy lifting to enroll vendors for you. You simply provide us a current payment file that includes a list of your check vendors with 12 months of transaction data. Using that list, we identify vendors who accept card as well as vendors known to accept ePayables.

Based on this match, we create the target vendor list for your approval. Once approved, we will use this list for the calling campaign. We exclude vendors that do not currently accept credit cards or with a history of declining to participate in the program. We also exclude vendors with very low dollar spend as well as vendors with high spend, in the millions. However, we will work with you to target the high spend vendors, should you choose to include them in your own card conversion efforts.

Next, we develop a detailed communication strategy as part of the implementation process. A trained team of enrollment specialists solicits the vendors on your behalf, using standard tools such as a call script, vendor website and vendor FAQ.

Once the vendor has agreed to accept card, we issue a card account number. For vendors that choose not to participate, we notify you and consult with you on best practices to convert the declines to card acceptors.

Throughout the vendor enrollment campaign, we provide you with regularly scheduled updates, including the vendor status, the name of the person we spoke with and contact information. Also, vendor enrollment is not a one-time effort. BofAML is your partner through the life of the program and we encourage you to provide us new vendors at periodic intervals.

1 You provide us with your most recent vendor payment file with 12 months transaction data.

2 We match the data to known vendors currently accepting card, as well as vendors known to accept ePayables.

3 Based on this match, we identify the number and amount of check payments your company can convert to card, as well as the specific vendors that are likely to accept card.

4 We develop a financial benefits model for you, which provides the dollar value of converting check payments to card, including the rebate potential, the reduction in check processing costs and the additional float.

5 We develop a targeted list of vendors, which you review and approve prior to the start of the calling campaign.

6 A dedicated team of trained specialists calls these vendors on your behalf to enroll them for card acceptance. Throughout the campaign, we provide you regularly scheduled updates.

7 During the enrollment call, we will confirm the vendors' preference on receiving remittance data (by email or fax).

8 If vendors do not agree to accept card, we notify you to discuss next steps.

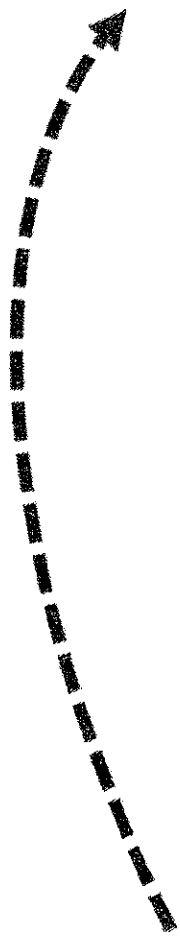
The Review phase takes place once the program is fully operational. The project team revisits the goals and objectives, and validates these against the final deliverables.

DEFINE

DESIGN

DELIVER

REVIEW



Review

The Post Implementation Review (PIR) takes place once the following have been completed:

Post go-live monitoring

Once the account is live, we closely monitor the accounts with the administration team to ensure that the cards are being used as expected and that all processes are working as designed.

Validation that the solution has been delivered against plan

The key success factors outlined in the Define phase of the project are revisited and reviewed by your implementation manager to ensure that the goals defined were met.

Conduct a post-implementation review

Once the program is operational for a period of time, the project manager holds a PIR session so that all parties can provide relevant feedback and identify any outstanding actions for follow up.

Transition the program to the account servicing team

After the PIR is completed and the project is closed, the project manager introduces the client administrators to the BofAML local servicing teams, who will support the program on a day-to-day basis going forward. These teams will be briefed by the implementation team on the structure of the program, and they will then share an overview of their processes for engagement and support and how to contact them should the need arise.

EXHIBIT A

Works[®]

Works conversion programs typically last 60-90 days, depending on the technology solution you choose and the provisioning of cardholder and configuration data. During the initial kickoff discussion in the Define phase mentioned above, we will review the timeline with you and determine specific dates.

WORKS IMPLEMENTATION						
Task	Description	Responsible party	Days			
			1-15	15-30	31-45	46-60 60-75
1	Kickoff – Technical & business requirements analysis (Questionnaire)	Bank and client	✓			
2	Provide configuration workbook to client	Bank	✓			
3	Client info, organization (groups & users), general ledger structure, Card controls, review and finalize	Client		✓		
4	Transaction data export/import	Bank and client		✓	✓	✓
5	Master corporate account setup	Bank and client		✓	✓	
6	Validate configuration and operation via prototype	Bank and client			✓	✓
7	Train-the-trainer, cardholder, managers & supervisors, accountant, administration	Bank			✓	✓
8	Master account creation, product configuration, order cards, cards delivered, end user training, operation, assist with first export	Bank and client			✓	✓
9	Transition from Implementation to account management team	Bank and client				✓

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., all of which are registered broker dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured * May Lose Value * Are Not Bank Guaranteed.

EXHIBIT A

Description of Services

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By _____
(Signature) Date

Name _____
(Print or Type)

Title _____
(Print or Type)

BANK OF AMERICA

By Jonathan Miller 4/29/13
(Signature) Date

Name JONATHAN MILLER
(Print to Type)

Title Senior Vice President
(Print or Type)

EXHIBIT B

SCHEDULE OF FEES, CHARGES, AND REBATES FOR COUNTY OF SAN MATEO

California Public Sector Group

Program Overview:

The California Public Sector Group (CAPSG) is an association of Bank of America's Purchase Card, Travel Card and ePayables public sector clients. The purpose of the California Public Sector Group is to help state and local government agencies, public schools and municipalities to grow their card programs and earn rebates on their annual Transaction Volume. To help all members maximize their earning potential, the CAPSG program aggregates all members annual spend volume and pay's each member based on their individual contribution.

1. GENERAL PRODUCT FEES AND CHARGES

ePayables – LCNAC495	Fee
Annual Card Fee	Waived
Late Fee <i>(An account is assessed a late fee three (3) days after cycle. The fee will be assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 01-30 days)</i>	2.5% of total due (minimum \$250; maximum \$3500)
Late Fee Assessment	➤ Assessed 3 days after CYCLE date
Periodic Finance Charge Fee <i>(Finance charges accrue on all balances that are 31-60 days past due)</i>	➤ Prime Rate + 1%
Return Payment Fee (NSF)	➤ \$29.00
International Transaction Fee <i>(Fee cannot be waived)</i>	Up to 1% of USD amount

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement.

The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

EXHIBIT B

II. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES

Visa:

Works

➤ Fee Waived

MasterCard:

Works

➤ Fee waived

Custom Requests for development outside of the Works application normal implementation:

Custom Development

➤ \$150.00 per hour

Custom Maintenance

➤ \$150.00 per hour

END OF SCHEDULES I AND II

EXHIBIT B

SCHEDULE OF REBATES (Cycle and Grace Days)

REBATE DEFINITIONS:

Capitalized terms, which are not defined in this Schedule, have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means each subsequent three month period after the Initial Calculation Period. The Initial Calculation Period will commence on July 01 – September 30 2013 as the first quarter.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Volume and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS:

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Local Public Body pays Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and

- ii. Local Public Body has not breached any obligation, covenant, representation or warranty contained in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table.

REBATE CALCULATION AND PAYMENT:

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Local Public Body, which shall be calculated at the end of the Calculation Period. The rebate multiplier will be determined based on (1) The combined transaction volume from all participating political subdivisions, and (2) The transaction volume from the individual Local Public Body and (3) the cycle and grace period for the individual Local Public Body.

The rebate multiplier will be determined based on the quarterly transaction volume times four.

The rebate multiplier will be applied to the quarterly transaction volume.

((Quarterly Transaction Volume for Standard Transactions x applicable Rebate Multiplier as
determined above) +
(Quarterly Transaction Volume for Large Ticket Interchange Transactions x **Ticket Interchange
Transaction Rebate Multiplier**) – Total Credit Losses

Within 90 days after the end of each agreement year, Bank of America will "true up" and pay the annualized rebate based on the following equation:

**((Annual Transaction Volume for Standard Transactions x Standard Transaction Rebate
Multiplier) + (Annual Transaction Volume for Large Ticket Interchange Transactions x Large
Ticket Interchange Transaction Rebate Multiplier) – Rebate paid for Quarters 1, 2 and 3 of
the Agreement year) – Fourth Calculation period Credit Losses**

After the end of each agreement year, Bank of America will calculate the annualized rebate amount due Company based upon the formula above. Any adjustment between the rebate amount due for the agreement year and rebates previously paid for that period will be made to the last quarterly rebate payment for the agreement year. Bank of America will pay Company any amount due within 90 days following the end of each agreement year. Should Company owe Bank of America more than the rebate amount due for the last quarter of the agreement year, Company shall pay Bank of America any amount due within 90 days following the end of each agreement year.

**((Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction
Volume for Large Ticket Interchange Transactions x Large Ticket Interchange Transaction
Rebate Multiplier)) – Total Credit Losses**

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. *This paragraph is applicable for products with Travel Rewards only.*

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a

rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*

California Public Sector Group Volume 30/25 cycle grace period Annual Transaction Volume Tier Excludes Large Ticket Transactions (1)		Political Subdivision Volume (2) 3 rd item is below in next grid						
		500,000	1,000,000	2,000,000	3,000,000	7,000,000	13,000,000	20,000,000
		999,999	1,999,999	2,999,999	6,999,999	12,999,999	19,999,999	+
		Rebate Basis Points						
\$0	\$4,999,999	28	113	120	127	134	141	142
\$5,000,000	\$9,999,999	29	114	121	128	135	142	143
\$10,000,000	\$24,999,999	30	119	126	133	140	147	148
\$25,000,000	\$34,999,999	31	121	128	135	142	149	150
\$35,000,000	\$49,999,999	32	123	130	137	144	151	152
\$50,000,000	\$59,999,999	33	126	133	140	147	154	155
\$60,000,000	\$69,999,999	34	128	135	142	149	156	157
\$70,000,000	\$79,999,999	35	130	137	144	151	158	159
\$80,000,000	\$89,999,999	36	132	139	146	153	160	161
\$90,000,000	\$99,999,999	37	133	140	147	154	161	162
\$100,000,000	\$114,999,999	38	134	141	148	155	162	163
\$115,000,000	\$129,999,999	39	135	142	149	156	163	164
\$130,000,000	\$149,999,999	40	136	143	150	157	164	165
\$150,000,000	\$174,999,999	41	137	144	151	158	165	166
\$175,000,000	\$199,999,999	42	138	145	152	159	166	167
\$200,000,000	+	43	139	146	153	160	167	168

Each Local Public Body must have a minimum annual card Transaction Volume total of \$500,000.00 before that Local Public Body will be eligible to receive an individual rebate payment. The Calculation Period cumulative Transaction Volume from all Local Public Body members Transaction Volume will determine the rebate volume tier for each rebate-qualified consortium member.

CYCLE DAYS AND GRACE DAYS REBATE MULTIPLIER ADJUSTMENT

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days (3)	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
	Rebate Basis Point Increase	23	21	18	15	13	8	4	0

LARGE TICKET INTERCHANGE TRANSACTION REBATE MULTIPLIER

* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

Large Ticket Interchange	Cycle Days	7	14	14	30	30	30	30	30
Qualified Transactions	Grace Days	3	3	7	3	7	14	20	25
Annual Volume		REBATE BASIS POINTS							
\$0	+	88	86	83	80	78	73	69	65

Note: The Rebate Multiplier is stated in basis points. One (1) basis point is equal to 0.01% or .0001 stated as a decimal. Ninety (90) basis points are therefore 0.90% or .0090.

SIGNING BONUS INCENTIVE

BACK END BONUS INCENTIVE YEAR OVER YEAR FOR FIVE YEARS

Bank will pay The County of San Mateo (Company) a back end year over year bonus as set out below. This back end incentive will be paid to The County of San Mateo (Company) within 90 days after the end of each agreement year. Agreement year shall be the initial period that begins 90 days after the execution of the Agreement and that ends on September 30, 2014, and thereafter each subsequent 12 month period. This backend bonus is in addition to the rebates noted above. This bonus incentive is contingent on achievement of Yearly Transaction Volume set out below. If the program fails to achieve the Transaction Volume target, then Bank will pay to Company a proportional amount of the bonus incentive. For example, if the Year 1 Transaction Volume is 10% below the Year 1 target Transaction Volume, then 10% of the bonus incentive will be deducted from offer.

Year	Cumulative Spend by End of 12 Month Period	Bonus Paid
Year 1	\$15 million	\$100,000
Year 2	\$30 million	\$100,000
Year 3	\$67.5 million	\$100,000
Year 4	\$97.5 million	\$100,000
Year 5	\$135 million	\$100,000

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

END OF SCHEDULE OF REBATES

ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank of America representative.

COMPANY

FIA Card Services, N.A., a Bank of America company

County of San Mateo
[COMPANY NAME]

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

By: 
(Signature)

Name: JONATHAN MILLARD
(Print or Type)

Title: Senior Vice President
(Print or Type)

Date: 4/29/13

EXHIBIT C

Bank of America ePayables Service Agreement

This Bank of America ePayables Service Agreement (the "Agreement") is made by and between FIA Card Service, N.A., a Bank of America company, ("Bank of America"), and County of San Mateo ("Company") and shall be effective as of May 21, 2013 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our ePayables Service ("Service") you are allowed to open Card Accounts for your business purposes. You may begin using the Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use the Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

DEFINITIONS

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Service.

Card. At your request and upon our approval, each plastic charge card which we issue for your Card Account using the Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to the Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your vendor, supplier or any other person who you designate in writing and who we approve to receive a Card or Cardless Account. If you or a Cardholder makes a Card Account number available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

Prime Agreement. The Prime Agreement between the County of San Mateo and Bank of America dated May 21, 2013, executed concurrently herewith.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Service.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services made or facilitated by use of a Card Account.

Unauthorized Use. Use of a Card Account or Card by a person (i) who is not your Cardholder, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of the Service. Current User Documentation is available upon your request.

Website. Any Internet website and/or online access channel for use in accessing the Service.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

We are responsible only for performing the Service expressly provided for in this Agreement. We may contract with an outside vendor in performing the Service.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

You will promptly furnish such financial and other information as we request for the purpose of determining the continuing credit worthiness of the Company. You represent and warrant to us that all such information about your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

You will check to ensure that the information on each new Card Account and if applicable on each Card is correct, and you will contact us immediately if there is an error.

You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

CHARGE LIMITS

For the Service, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you. The International Transaction Fee will be shown in the Activity section on your Billing Statement and aggregated in the Other Fees category on the Summary section of your statement.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with a Card Account. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights against the merchant or supplier and you will assign to us the right to assert a billing error against the merchant or supplier. You will do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card Account for other types of Transactions, or if authorization for a Transaction is not given.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for the Service. You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for the Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, you will initiate ACH credits to us.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with the Service, without your further consent. The grant of this security interest shall survive termination of the Service.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the Billing Statement. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining a written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card Account.

LICENSE TO USE YOUR MARKS

Upon your request, and at your expense, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the Cards or collateral materials, you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF EPAYABLES SERVICE TO PARTICIPANTS

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in the Service. Each Participant will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your Participants.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

GOVERNING LAW

The Agreement is governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of California, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

TERMINATION

You or we may terminate this Agreement at any time without a requirement of good cause upon thirty (30) days' written notice to the other party..

Notwithstanding the previous sentence, we may terminate the Agreement effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;

- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, , other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- We determine that we are insecure for any reason;
- You fail to comply with any law or regulation controlling your operation; or
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

Upon any termination, (i) the entire balance outstanding on all Card Accounts with respect to the Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards . Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them. In addition, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after termination.

SOFTWARE LICENSE

This section applies to all Software we provide to you pursuant to the Agreement unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Service).

License

For each Software application we provide to you for the Service, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with the Service. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or

allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license or if the Agreement is terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Agreement and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, service or rights covered by this Agreement.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

Infringement Indemnity

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Agreement infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

CHANGES TO THE SERVICE

You may request us at any time to change the processing instructions for the Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms, conditions and/or pricing applicable to the Service upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate the Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS; NOTICES

Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement, any Materials, or the Prime Agreement.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to the Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

We acknowledge that information we obtain from you in connection with the Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section of this Agreement.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after the Agreement is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If the Service requires use of user

identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with the Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to the Service and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide the Service.

It is possible that in providing the Service we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or identifying a living individual ("Personal Data"). We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide the Service. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to the Service provided to you in connection with the management of our or their business.

These obligations continue after the Service is terminated.

LIMITATION OF LIABILITY

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible to you for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the Service.

We will not be liable for and will be excused from any failure or delay in performing our obligations for the Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

PROTECTION FROM THIRD PARTIES

Intentionally left blank.

RESOLUTION OF DISPUTES

Resolution of disputes shall be governed by the terms of the Prime Agreement.

SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide the Service to you that (i) the Agreement, along with other contract documents and terms, constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.

AGREEMENT

The Agreement, along with other contract documents and terms, constitutes and represents the entire agreement between you and us regarding the Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to the Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement, except to the extent there are conflicts between the Agreement (Exhibit C) and the Prime Agreement, in which case the terms of Prime Agreement shall control. As provided in the Prime Agreement, you shall have the option, on your own discretion, to extend the term of the contract for an additional three years. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. You may, with our prior written consent, assign any of your rights or duties described in this Agreement. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

FIA CARD SERVICES, N.A., a Bank of America Company

County of San Mateo

(COMPANY'S LEGAL NAME)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

By:

(Signature)

Name:

(Print or Type)

Title:

(Print or Type)

Address for Notices:

Controller's Office, County of San Mateo

555 County Center, 4th Floor

Redwood City, CA 94063

Address for Notices:

315 Montgomery, 14th Floor
San Francisco, CA 94104
FAX: (415) 228-7984

EXHIBIT D
EPAYABLES ADDENDUM
EPAYABLES PUSH PAYMENTS SERVICE

This ePayables Addendum is an addendum to the Bank of America ePayables Services Agreement (the "Agreement", Exhibit C) by and between FIA Card Services, N.A., a Bank of America company ("Bank of America") and County of San Mateo ("Company"), effective as of May 21, 2013. Notwithstanding anything contrary in the Agreement, the provisions of this Addendum shall govern the relationship between Bank of America and Company wherever applicable. The provisions of this Addendum are a supplement to the Agreement and, in the event of any conflict between the Agreement (Exhibit C) and this Addendum (Exhibit D), this Addendum shall govern.

EPAYABLES PUSH PAYMENTS SERVICE

The Push Payments Service allows you to use the Straight Through Processing Service provided by Visa® to authorize, clear and settle Push Payments Transactions and to provide Feedback to us with respect to the Push Payments Service.

1. **Additional Defined Terms.**

Terms capitalized in this Addendum and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

"Feedback" Suggestions, comments or other feedback you provide to us from time to time with respect to the Push Payments Service.

"Push Payments Transaction" the complete payment transaction solution consisting of the initiation of the payment request by you, the authorization of the Transaction by us, and the clearing and settlement of the Transaction by the acquiring institution.

"Operating Rules" The rules of Visa applicable to the Push Payments Service, as amended from time to time.

2. **Our Responsibilities**

We will provide you with information regarding the merchants that currently use or are eligible to use Visa's Straight Through Processing Service.

On your behalf and at your request, we will contact those of your suppliers which you want to pay using the Push Payments Service to request they enroll in Visa's Straight Through Processing Service. We will advise you which of your vendors are willing to accept Push Payments Transactions.

3. **Your Responsibilities**

You will send us a file that contains the required details for each Push Payments Transaction.

You agree to promptly provide us with any Feedback.

You agree to comply with the Operating Rules in connection with your use of the Push Payments Service.

You authorize us to provide to Visa certain information regarding your Transactions, including Push Payments Transactions, and other information, including but not limited to the identity of those suppliers or merchants at which you seek to make card payments ("Transactional Information"). You acknowledge and agree that Visa is authorized to (i) use Transactional Information to develop a list of target merchants that may be interested in

accepting Push Payments Transactions, and (ii) to provide such target list to us, Visa employees and/or other Visa members for use in marketing the Straight Through Processing Service or any successor program.

County of San Mateo

(Client's Legal Name)

Dated: _____

(Signature)

(Print Name)

(Print Title)