

## TowerNET INFORMATION REPORTING AND TRANSACTION INITIATION SERVICE AGREEMENT

AGREEMENT dated as of this 23 day of August, 1999, by and between HIBERNIA NATIONAL BANK ("Bank"), and, Parish of St. Charles ("Company"), whereby the parties agree as follows:

**THE SERVICE:** Bank agrees to provide access to its information reporting and transaction initiation system ("TowerNET") which reports account balance and other data, and accepts instructions to initiate certain transactions for Company's Hibernia and non-Hibernia accounts pursuant to the specifications of the Operating Instructions attached hereto as Schedule A, (the "Services"). Company agrees to follow the procedures set out in the TowerNET User's Guide (the "Manual") as such User's Guide may be amended or supplemented from time to time. The provisions of the Manual and of Bank's Rules Governing Deposit Accounts, including applicable Regulations CC and DD information, are incorporated herein by reference.

### I. GENERAL PROCEDURES:

**A. EQUIPMENT.** Bank will provide Company with access instructions including Company Codes and Passwords. Company will provide a telephone line, personal computer or data terminal and communications software to utilize the system. Company shall be solely responsible to maintain hardware and software in good and working order. Company expressly acknowledges and agrees that any software, manual, or materials furnished to it by Bank in connection with this Agreement are the sole and exclusive property of Bank and may not be disclosed to any third parties without the prior written consent of Bank.

It is understood that the ability of Bank to provide access to TowerNET is conditional upon the continued operation and availability of Bank computers. It is also understood that the ability of Bank to provide access to non-Hibernia accounts is conditional upon the continued operation and availability of the third party vendor's computers which Bank uses to gather non-Hibernia account data. In the event access to this computer/communications system is suspended or terminated for any reason, Bank, its independent contractors, subcontractors and agents will not be responsible for its, or their, inability to provide this service.

**B. BALANCE REPORTING.** If the Services provided include prior day information (the "BR Service"), Bank agrees to make available to Company certain balance summary data and descriptions of individual transactions (the "BR Data") posted to such of Company's deposit accounts at Bank as are identified on Schedule A (the "BR Accounts"). Each day, Company may use BR Service to obtain BR Data as of the five previous banking business days (any day on which Bank is open for normal business, excluding Saturday).

**C. INTRA-DAY REPORTING.** If the Services provided include current day information (the "IR Service"), Company may monitor same day deposit or check paid information (the "IR Data") as such transactions are provisionally posted to such of Company's deposit accounts at Bank and as are identified on Schedule A (the "IR Accounts"). Each day, Company may use IR Service to obtain IR Data as of the seven previous business days. Company acknowledges and agrees that information obtained using IR Service is subject to later adjustment or correction and that all deposits are subject to later proof, verification and collection.

**D. MULTI-BANK REPORTING.** If the Services provided include multi-bank information (the "MR Service"), Bank agrees to make available to Company certain balance information (the "BR Data") related to such of Company's deposit accounts at Bank or other financial institutions (the "MR Depositories") as such accounts and MR Depositories are identified on Schedule A (the "MR Accounts"). Company must arrange with each MR Depository for the transmission of MR Data to Bank or a third party reporting service (the "Reporting service") acceptable to Bank. If at any time MR Service is terminated or ends in its entirety as to Company or as to any MR Depository, Company agrees to stop such MR Data transmissions from all MR Depositories as to which MR Service is no longer to be provided. Company further agrees to continue to pay Bank the fees shown for MR Service as to such MR Depositories until MR Data transmissions from such MR Depositories cease. Each day, Company may use MR Service to obtain MR Data for each MR Account as of the five previous business days. Without limiting any of the provisions following in this Agreement, Company agrees that Bank shall not be liable or held responsible for any failure, delay or inaccuracy in the MR Data or its transmission whether such failure, delay or inaccuracy is attributable to any MR Depository or to a Reporting Service including a Reporting Service selected by, and contracting with, Bank.

E. **DATA EXCHANGE.** If the Services provided include Data Exchange (the "DX Service"), Company requests that Bank transmit the types of information shown on Schedule A (the "DX Data") related to such of Company's deposit accounts (the "DX Accounts") at Bank as such deposit accounts are identified on Schedule A. Bank will transmit to a Reporting Service or financial institution (the "Recipient"), the DX Account number and relevant information of which are shown on Schedule A. Unless otherwise specified on Schedule A and agreed to by Bank, Bank will transmit Data each business day to Recipient. Without limiting any of the provisions following in this Agreement, Company acknowledges and agrees (a) that Bank shall not be liable or held responsible for any failure, delay or inaccuracy in DX Data or its transmission when such failure, delay or inaccuracy is attributable to Recipient; (b) that DX Data transmitted by Bank is subject to later adjustment or correction; and (c) that Bank shall not be liable or held responsible for any breach of Company's privacy or confidentiality in connection with the DX Accounts and DX Data and its transmission or misuse.

F. **ADVANCE NOTIFICATION OF RETURN AND NON-PAYMENT ITEMS.** If the Services provided include advance notification of return and non-payment items (the "CNOTES Service"), Bank agrees to provide Company return item notification and notification of likely non-payment items concerning items posted to such of Company's deposit accounts at Bank as are identified on Schedule A and involving such participating financial institutions one to four business days earlier than receipt of such information occurs during normal processing. In conjunction with the use of the CNOTES Service, Company agrees to indemnify and hold harmless Bank, its directors, officers, shareholders, employees, successors, predecessors, principals, agents, assigns, parents, subsidiaries, and insurers from and against any and all claims, liabilities, suits, actions, rights, damages, costs, pecuniary loss, demands, causes of action of every kind in law or in equity, attorney's and other fees, expenses and compensation whatsoever, both now and at any time in the future, known or unknown, foreseen and unforeseen, asserted by the Company and/or any third party, claiming in its own right or through the Company, against Bank as a result of Company's use of and/or reliance upon the CNOTES Service.

G. **WIRE TRANSFER SERVICE.** If initialed here for TAA, Company hereby authorizes and directs Bank to honor and to act upon all instructions received from Company by Bank on TowerNET requesting the transfer of funds from a specified account or accounts of Company at Bank to another account or accounts, whether of Company or of a third party and whether at Bank or another financial institution. Instructions received by Bank on TowerNET shall be deemed to be received from Company and fully authorized by Company. Bank shall not be liable for honoring or acting upon, and Company expressly agrees to indemnify and to hold Bank harmless for any claim or loss arising out of honoring or acting upon, any instructions received on TowerNET. Company agrees and acknowledges that a testkey is not required by Bank to deem instructions to be fully authorized.

H. **ACCOUNT TRANSFER SERVICES.** If initialed here for TAA, Company hereby authorizes and directs Bank to honor and to act upon all instructions received from Company by Bank on TowerNET requesting the transfer of funds from a specified account or accounts of Company at Bank to another account or accounts of Company at Bank. Instructions received by Bank on TowerNET shall be deemed to be received from Company and fully authorized by Company; Company agrees and acknowledges that its password is confidential and shall be furnished by Company only to those of its officers and employees who are specifically authorized to instruct the transfer of funds on TowerNET. Bank shall not be liable for honoring or acting upon, and Company expressly agrees to indemnify and to hold Bank harmless for any claim or loss arising out of honoring or acting upon, any instructions received on TowerNET accessed by use of the Password assigned by the company. All loan payments and draws are subject to loan provisions.

I. **STOP PAYMENT SERVICES.** TowerNET may be used to request Bank to perform a stop payment of a check payable from Company's account. A stop payment request must specifically identify the item with the following information: Bank account number, check serial number located in the micr line, payor, check amount and stop reason. Stop payment is subject to Company's request and must be received by Bank in sufficient time to give Bank a reasonable opportunity to act on the TowerNET request before Bank pays such item. Company understands and agrees that, unless the Company's request is complete and accurate, bank may not be able to identify the item subject to the Company's request. The Company further understands and agrees that, unless Bank has a reasonable opportunity to act on the Company's request prior to payment of an item, Bank may be unable to stop such payment. By initiating a stop payment request with respect to an item, the Company agrees that the Company will indemnify and hold Bank harmless from and against any claim arising in connection with Bank's refusal to pay such item. A stop payment request will remain in effect only for a period of six months from the date thereof, but it may be renewed as many times as the Company wishes for an additional six-month period. Each stop payment request and renewal will incur a service charge.

**II. COMPANY'S LIABILITY:** The Company is solely responsible for the timeliness, accuracy and completeness of any instruction and information entered by the company or the Company's employees in connection with a TowerNET transaction. Bank shall issue a TowerNET Company Identification Code, a TowerNET User Identification Code, and one or more passwords. Company understands and agrees that, notwithstanding any instructions or Agreements which require two or more signatures to access the Company's deposit accounts, any one person who provides the correct identification may have access to any and all accounts subject to TowerNET. The Company agrees to limit disclosure of the identification to only those of its employees who are authorized to use TowerNET and to establish adequate internal procedures to prevent the disclosure of the identification to other persons and the unauthorized use of TowerNET. The Company understands and agrees that the sole responsibility for the risks associated with disclosure of the identification and the unauthorized use of TowerNET lies with the Company and that Bank is fully protected in performing any and all TowerNET transactions entered under valid identification, whether or not the person actually entering such transactions is authorized by the Company to perform such transactions. The Bank shall be fully protected in relying upon the most recent designation of the authority of the authorized users in Bank's possession until such time as the Company provides notice of any change and Bank has had a reasonable opportunity to act with respect thereto.

**III. BANK'S LIABILITY:** Bank shall use its best effort to provide the Company with access to TowerNET in accordance with the provisions of the Manual. However, Bank shall not be liable to the Company for any damages whatsoever arising in connection with a failure of the communications network, the Equipment or the Software, or in connection with events beyond Bank control. Because TowerNET utilizes information contained in Bank's databases which may not necessarily reflect all current transactions, Bank shall not be liable to the Company for any damages whatsoever arising in connection with the accuracy or completeness of information supplied through TowerNET regarding the Company's accounts. Bank shall make every reasonable effort to act upon transaction instructions received from Company on TowerNET on the business day received if such transaction instructions are received prior to the deadline for receiving instructions established from time to time by Bank, and if such transaction instructions conform to all other requirements as may be established from time to time by Bank. Company expressly acknowledges and agrees that Bank shall not be liable for any loss, damage, or expense arising out of any delay in transferring funds resulting from failures or "down time" of any teletransmission equipment, systems, or facilities, including but not limited to those operated by the Federal Reserve System. Company further expressly acknowledges and agrees that Bank shall be under no obligation to honor or to act upon any instructions to transfer funds, whether or not proper in all respects, if Company has insufficient good and collected funds in the specified account from which the transfer is to be made to fund the transfer. Subject to the foregoing exclusions, Bank's sole liability for damages to the Company for any cause whatsoever and regardless of the form of action shall be limited to direct damages sustained by the Company, but only to the extent that such damages are the direct result of Bank's own gross negligence or willful misconduct. In no event shall Bank be liable for any special, indirect, incidental, consequential or punitive damages even if Bank is advised of the possibility of such damages.

**IV. TERM:** This Agreement shall be for a period of one year, automatically renewable on the anniversary date; however either party may terminate the Agreement upon thirty (30) days prior written notice to the other party at the following address:

**Company:** Parish of St. Charles  
P O Box 302  
Hahnville, LA 70057  
  
**Attention:** Director of Finance

**Bank:**  
  
Hibernia National Bank  
P.O. Box 61540  
New Orleans, LA 70161  
**Attention:** Treasury Management Sales

In the event of a material breach of the terms of this Agreement by either party, the other may terminate this Agreement effective immediately by giving written notice. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions taking place under this Agreement prior to the termination date.

**V. PAYMENT OF SERVICE:** Company agrees to compensate Bank according to the Fiscal Agency Agreement. Customer agrees that Hibernia may bill account number 812354620 for all Balance Reporting services.

**VI. OTHER CONDITIONS:**

A. This Agreement is binding upon the parties as well as upon their successors and assignees.

B. All items prepared for deposit to the account or accounts will be governed by the rules and regulations of the Bank, and all future amendments thereto, governing deposits to checking accounts, and by applicable law, governmental regulations and clearinghouse rules.

C. Bank will maintain appropriate records of all transfer instructions received on TowerNET and of all transfers performed in accordance therewith. Company acknowledges and agrees that Bank's records will be presumed to be correct absent manifest error. Company further acknowledges and agrees that it promptly will examine bank statements for the Settlement Account. Company agrees to report any discrepancies between Company's records and the statement for the Settlement Account in writing to Bank within 30 days after the statement date. Failure to notify Bank of any such discrepancies within such time period will relieve Bank of any liability for such discrepancies.

D. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement of any item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act, and Bank shall be entitled to continue so to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by Agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have by law or otherwise. This paragraph does not apply to any claims, demands or notices made by any third parties.

E. This Agreement shall be governed by and construed under the laws of the State of Louisiana.

F. If one or more of the provisions of this Agreement or in the Schedules attached should be or be declared to be illegal, invalid or unenforceable in any respect under present or future laws or regulations effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of the entire Agreement shall not be affected or impaired thereby; PROVIDED HOWEVER, that if this entire Agreement should be or be declared to be illegal, parties agree that payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.

G. This Agreement and Schedules A and B attached hereto contain the entire understanding of the parties and supersede any previous discussion, proposals or agreements, if any, between the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or changed except by instrument in writing signed by an authorized representative of each of the parties.

H. Company and Bank understand and agree that the following security procedures shall be applicable to all transactions:

Bank shall take reasonable precautions to insure that the Company information input into the system will remain confidential and protected from unauthorized access by third parties. There shall be a presumption that Bank has satisfied the foregoing obligation if Bank has adhered to its regular security procedures and made contracts with third party computer companies which Bank deems reputable and which make presumption that the third party computer companies engaged by Bank shall have satisfied their obligations to maintain confidentiality of Company information input into the system if such computer companies have adhered to their regular security procedures.

The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of Bank and Company, respectively.

The terms of this Agreement are agreed to this \_\_\_\_ day of \_\_\_\_\_, 1999:

**HIBERNIA NATIONAL BANK**  
 \_\_\_\_\_  
 Bank  
  
 Alan Ganucheau  
 Name (please print)  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Senior Vice President  
 Title  
 8-23-99  
 Date

Parish of St. Charles  
 \_\_\_\_\_  
 Customer  
  
 TERRY AUTHEMENT  
 Name (please print)  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Council Chairman  
 Title  
 August 2, 1999  
 Date

St. Charles Parish  
Fiscal Agency Agreement  
May 1, 1998 through April 30, 2001  
AMENDMENT NO. 1


Attachment A, bank account service charges for interest bearing and non-interest bearing accounts, of Section II.B.12 of the Fiscal Agency Agreement adopted by Resolution No. 4480 is amended as follows:

<u>New Banking Services</u>	<u>Cost Per Item</u>	<u>Monthly Cost</u>
Tower-NET Balance Reporting:		
Prior Day Reporting Module		\$50.00
Transaction/Balance Fields Reported		
< 500 per month	\$ 0.25	
≥ 500 per month	\$ 0.23	
≥ 1,000 per month	\$ 0.20	
Tower-NET Transaction Initiation:		
Wire Transfer Module		\$50.00
Incoming/Outgoing Wire	\$ 5.00	
International Wire Transfer	\$25.00	
Book Transfer	\$ 0.12	
Check Inquiry	No Charge	
Stop Payment Request	\$15.00	
Check Photocopy Request	\$ 3.00	
Book Transfer (By Letter)	\$ 0.25	
PC ACH Transaction	\$ 0.10	
ACH Return Item	\$ 2.00	
ACH Late Transmission	\$25.00	
ACH File Edit	\$25.00	

Accepted and agreed by:

Hibernia National Bank  
Bank

Alan Ganucheau  
Name

  
Signature

Senior Vice President  
Title

8-23-99  
Date

\_\_\_\_\_  
Attest

Parish of St. Charles  
Customer

Terry Authement  
Name

  
Signature

Council Chairman  
Title

August 2, 1999  
Date

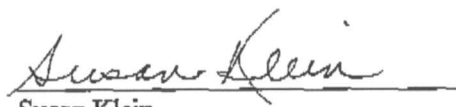
  
Attest Council Secretary

**HIBERNIA NATIONAL BANK**

**C E R T I F I C A T E**

The undersigned, Susan Klein, Assistant Secretary of Hibernia National Bank, a national banking association (the "Bank"), does hereby certify that, pursuant to action duly taken by the Board of Directors of the Bank, Alan M. Ganucheau, Senior Vice President of the Bank, has the authority to bid on and enter into agreements to become depositories for public funds.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 20<sup>th</sup> day of August 1999.

  
Susan Klein  
Assistant Secretary  
HIBERNIA NATIONAL BANK