

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **U.S. Bank National Association, a national banking association, d.b.a. U.S. Bank** hereinafter referred to as "BANK".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of BANK to Provide Banking Services for the City of Garden Grove.
3. BANK is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for the period of July 1, 2023 through June 30, 2026, with an option to extend said agreement for two additional fiscal years, for a total performance period of five (5) years. Option years shall be exercised at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate BANK for work performed to date in accordance with Proposal, Attachment "B". Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by BANK shall consist of tasks as set forth in the Proposals, which are attached as Attachment "A" and Attachment "B" and are hereby incorporated by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** BANK shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation for this agreement shall be per the attached schedule which is attached as Attachment "C", and in accordance with Proposals, which are attached as Attachment "A" and Attachment "B", and are hereby incorporated by reference.

- 3.2 Payment. For work under this Agreement, BANK shall debit the account designated by CITY and shall provide a monthly analysis statement. Payment shall be based on schedule included in Proposal (Attachment C).
- 3.3 Records of Expenses. BANK shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement in accordance with its records retention schedule. These records will be made available at reasonable times to CITY upon fifteen (15) days written notice.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.
4. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to BANK in the event of any default or breach by CITY, or for any amount, which may become due to BANK.
5. **Non-Discrimination.** BANK covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
6. **Independent Contractor.** It is agreed to that BANK shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
7. **Compliance with Law.** BANK shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process. Either party may update its notice information by providing notice to the other party.

- a. BANK  
**U.S. Bank National Association**  
Attention: Kimberly Gimenez, Senior Vice President  
**U.S. Bank Tower**  
621 Capitol Mall, Sacramento, CA 95814 | PD-CA-PL11 | [usbank.com](http://usbank.com)

With a copy to:

CCS Site Information  
ccsportland2@usbank.com

- b. (Address of City) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

9. **BANK'S PROPOSAL.** This Agreement shall include BANK's proposal and Master Services Agreement (which CITY shall execute), which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal or Master Services Agreement and this Agreement, this Agreement shall govern.
  
10. **Familiarity with Work.** By executing this Agreement, BANK warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at BANK's risk, until written instructions are received from CITY.
  
11. **Time of Essence.** Time is of the essence in the performance of this Agreement.
  
12. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of BANK, its principals and employees were a substantial inducement for CITY to enter into this Agreement. BANK shall not contract with any other entity to perform the services required without written approval of the CITY. Except for assignments arising out of operation of law due to a merger or acquisition, this Agreement may not be assigned without the prior written approval of CITY. If BANK is permitted to subcontract any part of this Agreement, BANK shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of BANK. CITY will deal directly with and will make all payments to BANK.
  
13. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
  
14. **Indemnification.** BANK agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of, or in any way connected with breach of the Agreement by, or the negligent or malicious acts of, BANK, BANK's agents, officers, employees, subcontractors, or independent contractors hired by BANK.

This hold harmless agreement shall apply to all liability for services under this Agreement regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by BANK.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

**By:** \_\_\_\_\_  
City Manager

**ATTESTED:**

\_\_\_\_\_  
City Clerk

**Date:** \_\_\_\_\_

**"BANK"**  
**U.S. Bank National Association,**  
**d.b.a. U.S. Bank**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tax ID No.** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date