



**Office of the Treasurer & Tax Collector
City and County of San Francisco
Agreement For Time Deposit**

THIS AGREEMENT, made this _____ day of _____, _____ by and between **JOSÉ CISNEROS, the TREASURER OF THE CITY AND COUNTY OF SAN FRANCISCO** (the "Treasurer"), and _____ an eligible financial institution (the "Financial Institution")

WITNESSETH:

WHEREAS, the Financial Institution has been selected by the Treasurer as a depository for money belonging to or in the custody of the City and County of San Francisco (the "City"), in accordance with Chapter 4 (Financial Affairs) of Part 1, Division 2, Title 5 of the Government Code of California (the "Code"), and all amendments thereto.

NOW, THEREFORE, it is mutually agreed by and between the Treasurer and the Financial Institution that:

FIRST: The Treasurer may deposit moneys with the Financial Institution in accordance with this agreement. The deposit or deposits shall be evidenced by a certificate or certificates of deposit prepared by the Treasurer and approved by the Financial Institution, which shall specify the duration of the deposit or deposits and the rate or rates of interest thereon.

SECOND: The interest to be paid by the Financial Institution on the deposit or deposits shall be calculated for the exact number of days in the period on a 360-day basis, paid at least quarterly and on maturity of the certificate or certificates of deposit.

The amount of the interest shall be reported by the Financial Institution at the time of the payment of the interest, showing the balances or amounts of money of the City held by it during the period, and the amount of accrued interest thereon.

THIRD: (A) The Financial Institution shall deposit with the Treasurer and/or a qualified trust company, and maintain at all times, as security for the moneys deposited under this agreement:

A letter of credit issued by the Federal Home Loan Bank of San Francisco described in subdivision (p) of Section 53651 of the Code and which comply with Section 53651.6 of the Code, eligible securities shall have a market value at least 5 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.

The Financial Institution will be responsible for all costs of transportation and safekeeping of securities pledged to the Treasurer. Such securities or any part thereof may be withdrawn or released upon the written consent of the Treasurer, provided that a sufficient amount of such eligible collateral to secure said deposits shall be maintained by the Treasurer. If, in any case or at any time, the security deposited with the Treasurer is not deemed satisfactory by the Treasurer, the Treasurer may require such additional security as may be satisfactory to the Treasurer.

(B) The Financial Institution may collect the interest on such securities except in cases where the securities are liable for sale or sold or converted as provided under subsection (C) of this paragraph.

(C) In the event that the Financial Institution should fail to pay such deposits or the interest, if any accrued thereon, or any part thereof upon demand of the Treasurer or upon presentation of the certificate of deposit properly endorsed, the Treasurer is hereby irrevocably authorized and empowered forthwith to recover upon or convert the securities pledged by the Financial Institution as collateral for such deposits, into money and to disburse the money according to the law.

FOURTH: That all City deposits accepted from the Treasurer by the Financial Institution shall not exceed the amount specified in accordance with Chapter 4 (Financial Affairs) of Part 1, Division 2, Title 5 of the Government Code of California.

FIFTH: This agreement is made in accordance with Chapter 4 (Financial Affairs) of Part 1, Division 2, Title 5 of the Government Code of California, and all State or Federal statutes applicable to such deposits, whether now in force or hereafter enacted, all of which are by this reference made a part hereof. Nothing in this agreement shall be construed as altering in any way, the rights, duties, and responsibilities of the parties to this agreement other than set forth in said laws and all amendments thereto, which are hereby specifically made a part of this agreement.

SIXTH: This agreement supersedes all existing Agreements for Time Deposit executed by and between the Treasurer and the Financial Institution. All deposits of City money now or hereafter deposited by the Treasurer in the Financial Institution and all securities now or hereafter pledged and deposited with the Treasurer by the Financial Institution, subject to the terms of existing agreements, shall as of the date hereof, be considered as being deposited by the Treasurer with the Financial Institution or pledged and deposited by the Financial Institution with the Treasurer, subject only to this agreement.

SEVENTH: This agreement shall remain in effect until terminated by the Treasurer or the Financial Institution.

IN WITNESS WHEREOF, the Treasurer has caused this agreement to be executed on behalf of the City and County of San Francisco and the Financial Institution has caused this agreement to be executed by its duly authorized officers on the day and year first above mentioned.

JOSÉ CISNEROS
TREASURER OF THE CITY AND COUNTY OF SAN FRANCISCO

By _____
Name Robert Shaw
Title Chief Investment Officer

(Financial Institution)

By _____
Name
Title

By _____
Name
Title

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney