

**FIRST AMENDMENT
UMBRELLA AGREEMENT FOR GOVERNMENT BANKING SERVICES**

This First Amendment to Umbrella Agreement for Government Banking Services (“Amendment #1”), effective as of the date of the last signature indicated below (“Effective Date”), is made by and between Bank of America, N.A. (“Bank”) and County of El Dorado (“County”).

WHEREAS, Client and Bank entered into that certain Agreement for Government Banking Services #2021-5924, dated September 28, 2021, incorporated herein and made by reference a part hereof (the “Agreement”), and

WHEREAS, Client and Bank agreed to extend the existing term and bank fees under the Agreement to no later than ninety (90) days, from September 28, 2024 through December 28, 2024, to provide both parties with the necessary time to work on a formal amendment and now desire to amend the Agreement and extend the term.

NOW, THEREFORE, for valuable consideration, Client and Bank hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment #1 will have the definitions and meanings given to them in the Agreement.
2. Representations. Each party represents and warrants to the other party that this Amendment #1 has been duly authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. Amendment.
 - a) In accordance with Section 3 Term, the term of the Agreement is hereby extended for 2 years and shall retroactively cover the period from September 29, 2024, through September 28, 2026. Bank fees through and including December 31, 2024, will remain unchanged from those contained in the Proposal, Bank fees from January 1, 2025, through and including September 28, 2026, will be in accordance with Exhibit A “Depository Analysis Statement”, which is attached hereto and made part hereof. Thereafter, the term of the Agreement may be further extended upon a mutual agreement of the parties, and the fees may be further modified in accordance with the Agreement, specifically, Global Transaction Services Terms and Conditions Booklet.
 - b) Section 2, Commencement of Performance is hereby modified by deleting the last sentence in its entirety.
 - c) Section 5, Assignment is hereby deleted in its entirety and replaced with the following: “5. Assignment. This Agreement is binding upon each of Bank and Client’s respective successors and permitted assigns or transferees. Client may, with Bank’s prior written consent, assign any of its rights or duties described in the Agreement. The Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against Bank, and nothing contained in the Agreement creates any agency, fiduciary, joint venture or partnership relationship between Bank and Client. Client agrees that the Agreement constitutes an agreement under the Uniform Electronic Transactions Act pursuant to applicable state law. Bank may freely transfer or assign any or all of its rights or obligations under the Agreement at any time.”
4. Ratification. All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties, and the terms of this Amendment #1 shall prevail in the event of any inconsistency with the Agreement. This Amendment #1 may be executed in any number of counterpart copies (each of which shall be deemed an original, but all of which together shall constitute a single instrument) and delivered by fax or other electronic means.
5. Severability. Should any provision of this Amendment #1 be deemed illegal or otherwise unenforceable, that provision shall be severed, and the remainder of this Amendment #1 shall remain in full force and effect. The waiver of any right or election of any remedy in one instance by either party shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of each party.

Bank of America, N. A.

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IN WITNESS WHEREOF, the parties have executed this Amendment #1 by their duly authorized representatives as of the Effective Date set forth below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 12/10/24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufenley
Deputy Clerk

Dated: 12/10/24

-- BANK OF AMERICA, N. A. --

By: _____

Angela Hershey
Senior Vice President
"Bank"

Dated: _____

Exhibit A Depository Analysis Statement - 2024

A Proposed Depository Analysis



Statement EL DORADO COUNTY

Month of: September 2024

AFP Code	Service Description	Volume Avg R12	Proposed Price	Total Cost
Balance And Compensation Information				
000202	LEDGER OVERDRAFT PER DAY	1	\$50.0000	\$50.00
210	NEGATIVE COLLECTED BALANCE INTEREST CHARGE		Prime + 5%	\$0.00
000230	DEPOSIT BANK ASSESSMENT * (per \$1000)	3,528	\$0.1667	\$588.12
Total Balance And Compensation Information				\$638.12
General Account Services				
010000	ACCOUNT MAINTENANCE	11	\$15.0000	\$165.00
010010	INTEREST BEARING ACCOUNT MAINT	1	\$15.0000	\$15.00
010020	ZBA-DEPOSITORY+ MASTER MAINT	1	\$18.5000	\$18.50
010021	ZBA-SUBSIDIARY ACCOUNT MAINT	4	\$10.0000	\$40.00
010100	DEBITS POSTED-OTHER	113	\$0.0500	\$5.65
010101	CREDITS POSTED-OTHER	967	\$0.0500	\$48.35
010112	ZBA PER TRANSACTION	63	\$0.0900	\$5.67
Total General Account Services				\$298.17
Depository Services				
100000	BANKING CENTER DEPOSIT	219	\$5.3400	\$1,169.46
100015	CURR-COIN DEP-\$100-BKG CTR	860	\$0.4500	\$387.00
100040	CHANGE ORDER BKG CTR	1	\$9.6300	\$9.63
100044	COIN SUPP ROLL-BKG CTR	1	\$0.1500	\$0.15
100048	CURR SUPP \$100-BKG CTR	2	\$0.1500	\$0.30
100100	VAULT DEPOSIT	22	\$1.6700	\$36.74
100111	COIN DEPOSIT-NON STD BAG-VLT	1	\$5.4000	\$5.40
100114	CURR DEPOSITED-PER NOTE-VLT	6,761	\$0.0258	\$174.43
100141	CHANGE ORDER-AUTO OR STNDG-VLT	0	\$10.0000	\$0.00
100200	CHECK DEPOSIT-ICL or RDSO	61	\$1.0000	\$61.00
100200	TRANSIT ITEMS>=TO \$10M	1	\$15.0000	\$15.00
10022Z	CHECKS DEPOSITED-BKG CENTER	1,816	\$0.2500	\$454.00
10022Z	CHECKS DEPOSITED-CASH VAULT	5	\$0.2500	\$1.25
100310	CHECKS DEPOSITED-FOREIGN ITEM	1	\$2.5400	\$2.54
100400	LARGE ITEM RETURNED	1	\$15.0000	\$15.00
100400	RETURNS-CHARGEBACK	24	\$1.7000	\$40.80
100401	RETURNS-ADDITIONAL ADVICE	16	\$0.6500	\$10.40
100402	RETURNS-RECLEAR	20	\$0.9600	\$19.20
100415	RETURNS-E-MAIL IMAGES	23	\$0.7500	\$17.25
100501	DEPOSIT CORRECTION-CASH	1	\$15.0000	\$15.00
100502	DEPOSIT CORRECTION-NONCASH-RDS	10	\$5.0000	\$50.00
100740	TRANSMISSION MAINTENANCE - ICL	1	\$100.0000	\$100.00
1010ZZ	LOCKBOX-MONTHLY CHARGES Gov Warrants 1	1	\$3,264.0000	\$3,264.00
101300	REMOTE DEPOSIT ACCOUNT MAINT	2	\$25.0000	\$50.00
101320	REMOTE DEPOSIT CHK IMAGE PROC	530	\$0.0600	\$31.80

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101321	IMAGE DEPOSITED ITEMS-ICL	9,489	\$0.0500	\$474.45
101326	IMAGE DEPOSITED ITEMS-RDSO	530	\$0.0400	\$21.20
101399	REMOTE DEPOSIT ITEM STORAGE	24,629	\$0.0000	\$0.00
Total Depository Services				\$6,426.00
Paper Disbursement Services				
150030	ARP PPAY MAINT-NO RECON	1	\$30.0000	\$30.00
150050	ARP AUTO CHECK RETURN MAINT	1	\$5.0000	\$5.00
150100	GENERAL DISB CKS PAID-TRUNC	9,728	\$0.0700	\$680.96
150120	ARP PPAY NO RECON INPUT ITEM	31	\$0.0200	\$0.62
150122	PAYEE POSITIVE PAY ISSUE MATCH	8,533	\$0.0100	\$85.33
150124	PAYEE POSITIVE PAY MAINTENANCE	2	\$6.1800	\$12.36
150301	POSITIVE PAY EXCEPTIONS 2	9	\$5.0000	\$45.00
150322	ARP POSITIVE PAY RETURN-OTHER	8	\$10.0000	\$80.00
150340	NSF ITEMS RETURNED PER ITEM	0	\$50.0000	\$0.00
150410	STOP PAY AUTOMATED<=12 MONTHS	17	\$6.5000	\$110.50
150410	STOP PAY AUTOMATED>12 MONTHS	0	\$10.0000	\$0.00
150500	NON-RELATIONSHIP CK CASHED	223	\$5.0000	\$1,115.00
151342	PHOTOCOPY-MANUAL 3	1	\$2.0000	\$2.00
151350	CASHPRO IMAGE SUBSCRIPTION	8	\$1.2622	\$10.10
151352	CASHPRO ONLINE IMAGE RETRIEVAL	10	\$0.0000	\$0.00
151353	IMAGEDROP PER FILE	2	\$5.1500	\$10.30
151354	IMAGEDROP FILE MAINTENANCE	4	\$6.4900	\$25.96
151358	IMAGEDROP PER ITEM	9,626	\$0.0300	\$288.78
15135A	IMAGE ARCHIVE	9,858	\$0.0000	\$0.00
Total Paper Disbursement Services				\$2,501.91
Paper Disbursement Reconciliation Services				
200021	ARP PARTIAL PPAY MAINTENANCE	3	\$45.0000	\$135.00
200121	ARP PARTIAL PPAY ITEM	9,613	\$0.0500	\$480.65
200201	ARP PPAY INPUT FILE-TRANS	24	\$0.0000	\$0.00
200205	ARP VOID CANCEL ITEMS	241	\$0.0500	\$12.05
200301	ARP OUTPUT PROCESSING PER ITEM	9,613	\$0.0000	\$0.00
200305	CASHPRO ARP REPORTS	4	\$5.0000	\$20.00
200325	ARP REPORTS ADDL DUP ANCILLARY - daily Adj Report	2	\$5.0000	\$10.00
200401	ARP SUB-ACCOUNTING	3	\$5.0500	\$15.15
200620	ARP RECON OUTPUT FILE	60	\$3.2500	\$195.00
Total Paper Disbursement Reconciliation Services				\$867.85
General ACH Services				
250000	ACH LV-MONTHLY MAINTENANCE	1	\$10.0000	\$10.00
250000	ACH MONTHLY MAINTENANCE	6	\$25.0000	\$150.00
250101	ACH OFF US CREDITS	7,391	\$0.0300	\$221.73
250101	ACH OFF US CREDITS-SAME DAY	5	\$0.5000	\$2.50
250101	ACH ON US CREDITS	1,184	\$0.0300	\$35.52
250101	ACH ON US CREDITS-SAME DAY	3	\$0.0300	\$0.09
250102	ACH LV OFF US ITEMS	124	\$1.0000	\$124.00

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250102	ACH LV OFF US ITEMS-SAME DAY	1	\$3.5000	\$3.50
250102	ACH LV ON US ITEMS	4	\$1.0000	\$4.00
25010B	EXPRESS TAX (EFTPS) ONLINE PMT	4	\$2.5000	\$10.00
250120	ACH ORIGINATED ADDENDA	117	\$0.0500	\$5.85
250200	ACH DEBIT RECEIVED ITEM	342	\$0.0200	\$6.84
250201	ACH CREDIT RECEIVED ITEM	916	\$0.0200	\$18.32
250302	ACH RETURN ITEM	5	\$1.0000	\$5.00
250501	ACH INPUT-FILE	11	\$5.0000	\$55.00
250640	ACH DELETE-REVERSAL	3	\$14.7800	\$44.34
250704	ACH REPORTS-ELECTRONIC	40	\$1.0000	\$40.00
251050	ACH BLOCKS AUTH MAINTENANCE	3	\$5.0000	\$15.00
251051	ACH BLOCKS AUTH ADD-CHANGE	1	\$1.5000	\$1.50
251057	ACH BLOCKS AUTH INSTRUCTIONS	41	\$1.0000	\$41.00
251057	ACH POSITIVE PAY ACCT MAINT	7	\$25.0000	\$175.00
25105A	ACH POS PAY EXCEPTIONS-PAID	2	\$1.0000	\$2.00
251070	ACH NOTIF OF CHANGE (NOC)	13	\$1.0000	\$13.00
Total General ACH Services				\$984.19
Wire and Other Funds Transfer Services				
350000	WIRE MONTHLY SUBSCRIPTION via CashPro	1	\$25.0000	\$25.00
350103	ELEC WIRE OUT-DOMESTIC	14	\$6.0000	\$84.00
350123	ELEC WIRE OUT-BOOK DB	1	\$6.0000	\$6.00
350300	INCOMING DOMESTIC WIRE	33	\$4.5000	\$148.50
350320	BOOK CREDIT	2	\$2.0000	\$4.00
350551	CASHPRO GP CUST MNT TMPLT STRG	7	\$0.0500	\$0.35
Total Wire and Other Funds Transfer Services				\$267.85
Information Services				
400052	CASHPRO ONLINE PDR ACCOUNT	10	\$30.0000	\$300.00
400055	CASHPRO ONLINE CDR ACCOUNT	9	\$30.0000	\$270.00
400272	CASHPRO ONLINE PDR ITEM - 24 months	13,765	\$0.0600	\$825.90
400275	CASHPRO ONLINE CDR ITEM - 10 days	12,538	\$0.0800	\$1,003.04
40027Z	CASHPRO ONLINE SUBSCRIPTION	1	\$48.2500	\$48.25
40027Z	CASHPRO REPORTING SUBSCRIPTION	1	\$48.2500	\$48.25
400299	CASHPRO REPORT EMAIL SCHEDULED	168	\$0.0000	\$0.00
Total Information Services				\$2,495.44
TOTAL ACTIVITY CHARGES				\$14,479.53

ONE TIME SERVICE CHARGES

General Account Services				
014100	CASHPRO TOKEN-PHYSICAL 4	1	\$90.0000	\$90.00
Depository Services				
1008ZZ	VAULT-BKG CTR DEPOSIT SUPPLIES	1	COST	\$0.00
Total Depository Services				\$0.00

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Paper Disbursement Services				
150810	CHECK SUPPLIES	1	COST	\$0.00
	Total Paper Disbursement Services			\$0.00
TOTAL ONE TIME SERVICE CHARGES				\$90.00

* The Deposit Bank Assessment fee is currently 20 basis point per annum and charged monthly and may vary subject to change at the bank's discretion without prior notice.

The earning credit rate (ECR) is a bank managed rate. When determining the rate, Bank of America considers a number of prevailing market indicators. The ECR on your account is used to calculate the earning allowance, which is based on your average investable balance.

The Account Analysis Statements may include a fee line item entitled: Balanced Related Fee. Although the Balance Related Fee is not being assessed at the time of submission, the Bank may need to assess this fee in the future as a result of market conditions (e.g. interest rates turn negative) or for other reasons (e.g. cost).

1. State Lockbox Service: Monthly Maintenance \$150.00, eMail Copies/flat Fee \$100.00.
per Warrant Processed \$3.00
2. Please ensure all checks issues are submitted for Positive Pay Services before delivering to payee.
Deadline for decision all Positive Pay suspect is 4 p.m. PST.
3. View all items from CashPro at a minimum cost.
4. Token - One time fee for each token or replacement for broken or misplaced token outside of normal us

For additional services/enhancements, we will negotiate custom pricing based on the relationship and the detail input or requirement and volumes at the time of the sales. III

BofA reserves the right to charge for any additional service the City may determine is required, or any reserves or assessment.

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