

15
AGREEMENT FOR SERVICES #277-S0511
AMENDMENT I

This Amendment I to that Agreement for Services #277-S0511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Bank of America NA, a Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 555 Capitol Mall, Suite 1555, Sacramento, CA 95814; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide Banking Services, in accordance with Agreement for Services #277-S0511, dated July 16, 2004, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for one (1) additional year and increase compensation by \$76,800.00, hereby amending Term and Compensation of Services; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #277-S0511 shall be amended a first time as follows:

ARTICLE ____

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of May 13, 2004 through May 12, 2010.

ARTICLE ____

Compensation for Services: County agrees to increase compensation by \$76,800.00 to a Not to Exceed amount of \$460,800.00.

Except as herein amended, all other parts and sections of that Agreement #277-S0511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Louise Gresham* Dated: 7/29/09
Louise Gresham
Assistant Treasurer-Tax Collector
Treasurer-Tax Collector Department

Requesting Department Head Concurrence:

By: *C. L. Rafferty* Dated: 7/9/09
C. L. Rafferty
Treasurer-Tax Collector
Treasurer-Tax Collector Department

IN WITNESS WHEREOF, the parties hereto have executed this I Amendment to that Agreement for Services #277-S0511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 7/28/09
By: *[Signature]*
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: *Marcie McTuland* Dated: 7/28/09
Deputy Clerk

-- CONSULTANT --

Bank of America NA
(A California Corporation)

By: _____

Robert Lucchese
Senior Vice President
"Consultant"

Dated: _____

6/29/09

By: _____

Asst Christine Cosfima
Corporate Secretary

Dated: _____

8/25/09

(SM)

(#277-S0511 Amend D)



Agreement for Government Banking Services

This Agreement for Government Banking Services (the "Agreement") is made as of this 13th day of May 2004, between El Dorado County (the "Client") and Bank of America, N.A., a national banking association.

WHEREAS, Client issued a Request for Proposal ("RFP") more fully identified below, for providing banking services identified in the RFP (the "Services");
Request for Proposal #04-947-087; and

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response dated **March 17, 2004** (the "Bid Response") and **Addendum 1** dated **May 13, 2004; and**

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between Client and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. **Integrated Agreement.** The entire and integrated agreement between Client and Bank related to the Services shall consist of this Agreement, Bank's Treasury Terms and Conditions 1-2004 booklet (including user documentation and set-up forms), Bank's Bid Response, including addendum, and Client's RFP as modified by the Bid Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Bank's Treasury Terms and Conditions booklet (including user documentation and set-up forms), (3) the Bid Response (including applicable addendum(s)) and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services.
2. **Commencement of Performance.** Except as otherwise agreed by the parties, Bank shall begin performing each Service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. Bank shall continue to perform such Services during the term of this Agreement.
3. **Term.** This Agreement is for an initial term of five (5) years. The Agreement may be extended by mutual consent of the parties as set forth in the RFP.

4. The County Officer or employee with responsibility for administering this Agreement is Sylvia Earl, Assistant Treasurer Tax Collector, or successor.
5. Notices. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to Client and Bank shall be sent to the addresses set forth below:

**Client: County of El Dorado
Treasurer-Tax Collector's Office
360 Fair Lane
Placerville, CA 95667**

**Bank: Bank of America, N.A.
California Government Banking
555 Capitol Mall, Suite 1555
Sacramento, CA 95814**

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this Agreement as of the date first written above.

County of El Dorado:
[Client Name]

By: C.L. Raffety
[Signature]

Name: C.L. Raffety
[Type or Print]

Title: Treasurer-Tax Collector
[Type or Print]

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

BANK OF AMERICA, N.A.:

By: Elizabeth Leonard
[Signature]

Name: Elizabeth Leonard
[Type or Print]

Title: Vice President
[Type or Print]

By: Tracy Lam Sen
[Signature]

Name: Tracy Lam Sen
[Type or Print]

Title: Vice President
[Type or Print]

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Client"). The Client has received Bank of America's Treasury Services Terms and Conditions Booklet (the "Booklet") and agrees to adhere to the Booklet and any applicable User Documentation from Bank of America ("Bank"). The Services covered by the Booklet and the banks providing Services are listed on the accompanying List of Banks and Services, which we may change from time to time. Capitalized terms used in this Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Booklet.

After I sign below on behalf of the Client, the Client may from time to time request the Bank to provide any of the Services described in the Booklet. The Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and the Client has successfully completed any testing or training requirements. The Booklet supersedes other agreements between the Client and the Bank, as described under the General Matters heading in the Booklet, with regard to the provision of Services.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, giving the Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Client.

Guidelines for completion:

| | |
|--|---|
| If Client is a: | Who must sign: |
| corporation | any authorized officer |
| limited liability company | all members, or any authorized officer* |
| partnership (general or limited) | any general partner* |
| limited liability partnership | the managing partner* |
| sole proprietorship | the sole proprietor |
| governmental entity | the Treasurer* |

* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. Note that in most cases the Client must also complete the Certification form which follows.

Dated _____
El Dorado County
 (CLIENT'S LEGAL NAME)
 [Signature] _____
C. R. Baffey
 [Print Name]
Treasurer-Tax Collector
 [Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

[Signature, if two are required by Client] _____
 [Print Name] _____
 [Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

The following addresses may be used for giving notices in connection with this Booklet except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Address for Client Notices:
310 Fair Lane
Placerville, CA 95667
 Telephone: (530) 621-5803
 Fax: (530) 622-9870

Address(es) for Bank Notices:
 Bank of America, N.A.
 Documentation Management (CA4-706-04-07)
 P.O. Box 27128
 Concord, CA 94527-9904
 Fax No.: (925) 675-7131

and, if filled in, the following:

Telephone: () _____
 Fax: () _____

AUTHORIZATION AND AGREEMENT CERTIFICATION

I certify that each signature appearing on the previous page for Client is the true signature of a person authorized to execute the form on behalf of Client, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Guidelines for completion: This Certification should not be signed by the individual who signed the Authorization and Agreement

| If Client is a: | Who must sign: |
|----------------------------------|---|
| corporation | any authorized officer |
| limited liability company | any member or authorized officer |
| limited liability partnership | any partner |
| partnership (general or limited) | any general partner |
| sole proprietorship | no signature required |
| governmental entity | the entity's counsel, or any other individual as permitted by the entity's organizational documents |

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

Dated 7/16/04

(CLIENT'S LEGAL NAME)
Ed Knapp
[Signature]
EDWARD L. KNAPP
[Print Name]
CITIZEN ASSISTANT COUNTY CLERK
[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

TREASURY SERVICES DELEGATION OF AUTHORITY FORM

This form is optional and is to be used when you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization and Agreement form in the front of this Booklet.

By signing below, you authorize the incumbent of the specified position listed in Section A or each person listed in section B below, acting alone, to execute documents that we may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

Guidelines for Completion: Fill out either section A or section B, or both, depending on your needs.

- To delegate authority to any person holding a specific title, fill out section A.
- To delegate authority to specific individuals by name, fill out section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which you receive from us. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

| Title | Service | Entity |
|-------------------------------------|---------|---------------------------|
| Assistant Treasurer-Tax Coll. | ALL | El Dorado County Treasury |
| Super. Acct. - Auditor | ALL | El Dorado County Treasury |
| Quantitative Specialist Treasury | ALL | El Dorado County Treasury |

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

| Name | Service | Entity | Specimen Signature |
|-----------------|---------|---------------------------|--------------------|
| Sylvia Earl | ALL | El Dorado County Treasury | Sylvia Earl |
| Virginiz Chang | ALL | El Dorado County Treasury | Virginiz Chang |
| Kimberly Hawley | ALL | El Dorado County Treasury | Kimberly Hawley |

CLIENT AUTHORIZATION

Client Authorization Instructions: The same person who signed the Authorization and Agreement for Treasury Services form must sign this Treasury Services Delegation of Authority form.

Dated _____

El Dorado County
 (CLIENT'S LEGAL NAME)
 C. L. Rafferty
 (Signature)
 C. L. Rafferty
 (Print Name)
 Treasurer-Tax Collector
 (Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual))