

**SECOND AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT is made as of this 15th day of August, 2023, by and between the CITY OF REDONDO BEACH (the "City") and BANK OF AMERICA, N.A. (the "Bank").

WHEREAS, the City and Bank previously entered that certain Agreement for Professional Services dated as of May 23, 2017 (as amended, updated or modified, the "Agreement") for the purposes of providing various banking services more specifically identified therein (the "Services"); and

WHEREAS, the City and Bank previously entered that certain First Amendment dated as of April 23, 2019 (the "First Amendment") for purposes of renewing and extending the Agreement from June 1, 2019 through June 1, 2023 and addressing certain account interest matters; and

WHEREAS, the City wishes to continue to receive the Services from the Bank, and the City and Bank wish to enter into this Second Amendment for the purpose of revising and updating the Agreement regarding the Services, as provided herein.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration received, and notwithstanding anything to the contrary in the Agreement, the City and Bank hereby agree to amend the Agreement as follows:

1. Agreement Exhibit "A" – "Scope of Services" is hereby deleted in its entirety and replaced by new *Exhibit "A" – "Scope of Services"* attached hereto.
2. Agreement Exhibit "B" – "Schedule for Completion" is hereby deleted in its entirety and replaced by new *Exhibit "B" – "Schedule for Completion"* attached hereto.
3. For the avoidance of doubt, with respect to Exhibit B, the City and Bank hereby agree as follows:
 - a. The Agreement shall be renewed and extended for a new initial term beginning as of June 1, 2023 and running through May 31, 2026.
 - b. Following the new initial term, there shall also be two optional renewals of one (1) year each, each subject to the mutual agreement of the City and Bank at such time, for further extending the Agreement through May 31, 2027 and May 31, 2028, respectively.
 - c. Notwithstanding the foregoing, the Agreement may be otherwise renewed, extended or further modified or amended, as mutually agreed by the parties, at any time.
4. Agreement Exhibit "C" – "Compensation" is hereby deleted and replaced by new *Exhibit "C" – "Compensation – Fee Schedule and Disclosures"* attached hereto.
5. For the avoidance of doubt, with respect to Exhibit C, the City and Bank hereby also agree as follows:
 - a. Fees for services shall be fixed for the new initial term of the Agreement and in accordance with the pricing as outlined in the Depository Analysis Statement included therein.
 - b. Earnings Credit Rate ("ECR") applicable for eligible balances in accounts is a Bank-managed rate, which may move up or down, in the Bank's sole discretion, at any time.
 - c. ECR and the interest-bearing rate shall be set at 3.75% beginning as of the new initial term as provided herein; provided, however, such ECR and interest-bearing rate shall not be fixed for at any period of time during the term of the Agreement and may change at any time.
 - d. The Bank shall not be obligated to conduct any rate or fee reviews for any pricing or ECR and interest-bearing rate adjustments at any time during the term of the Agreement.
6. Agreement Section 18 – "Limitations Upon Subcontracting and Assignment" is hereby deleted in its entirety and replaced with the following:

"18. No Limitations on Assignment and Subcontracting. The Bank may transfer or assign the Agreement, or any or all of its rights or obligations under this Agreement, at any time. The Bank may contract with an outside vendor in providing any of the services under this Agreement, at any time."

7. Agreement Section 19 – “Subcontractors” is hereby deleted in its entirety and replaced with the following:

“19. Subcontractors. The Bank may contract with an outside vendor in providing any of the services under this Agreement, at any time.”

8. The following section shall be added to the Agreement, as follows:

“37. Suspension and Termination by Bank. Notwithstanding and in addition to, and in no way limiting or abridging, any of the rights provided under Bank’s Treasury Services Booklet (Agreement Exhibit E):

- i. Bank may suspend or terminate any or all services to the City, or the Agreement, at any time and without cause, upon 30 calendar days prior written notice to the City.
- ii. Bank may suspend or terminate any or all services to the City, or the Agreement, effective immediately, and Bank will send notice thereof to the City, if any of the following occurs on the part of the City:
 - a. Breach any of the terms and conditions in the Agreement;
 - b. An information security breach affecting the City;
 - c. Termination, liquidation or dissolution or disposal of a substantial portion of assets;
 - d. Failure generally to pay debts as they become due;
 - e. Voluntary or involuntary bankruptcy, insolvency, reorganization or other similar proceeding;
 - f. Initiation of any composition with creditors;
 - g. Material adverse change in financial condition or ability to perform obligations;
 - h. Any guaranty of obligations terminates, is revoked or its validity is contested by the guarantor;
 - i. An account necessary to provide any service is closed; or
 - j. Failure to use a service for a significant period of time, the time period of which the Bank shall determine, in its sole reasonable discretion, and that such failure to use constituted dormancy of the service.”

9. Except as otherwise provided herein, all other terms and conditions of the Agreement between the City and Bank shall remain in full force and effect.

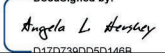
IN WITNESS WHEREOF, each of the City and Bank has caused this Second Amendment to be executed on its behalf as of the date first above written by its officer or representative thereunto duly authorized.

CITY OF REDONDO BEACH

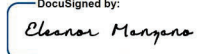
DocuSigned by:

 By: _____
 William C. Brand, Mayor

BANK OF AMERICA, N.A.

DocuSigned by:

 By: _____
 Angela Hershey, Sr. VP and Sr. Client Manager

ATTEST:

DocuSigned by:

 By: _____
 Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

 By: _____
 Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:


DocuSigned by:

 By: _____
 Michael W. Webb, City Attorney

EXHIBIT "A"
Scope Of Services

BANK'S DUTIES:

Bank shall perform the following duties for the term of the Agreement:

1. Provide general banking services, including but not limited to, the following
 - a. Bank of America, N.A. treasury services
 - b. Operational transaction processing
 - c. Account analysis
 - d. Payroll processing
 - e. Investing clearing and settlement
 - f. Preparation of transaction statements
2. Continue current system applications and mapping to interface with Bank.
3. Continue to provide support on day-to-day activities and any implementations engaged with the Bank. Standard support and implementation support are at no charge to the City.

EXHIBIT “B”

Schedule For Completion

TERM. The Agreement shall be for an initial term beginning as of June 1, 2023 and running through May 31, 2026. Following the new initial term, there shall be two optional renewal periods of one (1) year each, with all renewals subject to the mutual agreement of the City and Bank at such time. Notwithstanding the foregoing, the Agreement may be otherwise renewed or extended as mutually agreed by the parties, at any time.

EXHIBIT “C”

Compensation – Fee Schedule and Disclosures

1. Fees:

- Fees for services shall be fixed for the initial term of the Agreement and in accordance with the pricing as outlined in the Depository Analysis Statement included herein.
- Earnings Credit Rate (“ECR”) applicable for eligible balances in accounts is a Bank-managed rate, which may move up or down, in the Bank’s sole discretion, at any time.
- ECR and interest-bearing rate shall be set at 3.75% beginning as of the new initial term provided herein, provided, however, the ECR and interest-bearing rate shall not be fixed for at any period of time during the term of the Agreement.
- The Bank shall not be obligated to conduct any rate or fee reviews for any pricing or ECR and interest-bearing rate adjustments at any time during the term of the Agreement.

2. Method of Payment:

- Bank shall provide a detailed account analysis which shall summarize the monthly fees.
- The fees shall be offset by the earnings from the City accounts in which the amount of the offset shall be based on the ECR for the applicable month. The ECR is based on market rates and may vary monthly.
- Bank shall also provide invoices which shall include the amount after the offset to the City for approval and payment. Invoices must be itemized adequately detailed based on accurate records and in a form reasonably satisfactory to City. Bank may be required to provide backup material upon request.

3. Schedule for Payment:

- City agrees to pay Bank within thirty 30 days of receipt of the monthly invoice; provided however that payments by City shall not exceed the proportion of the phase or task completed

4. Depository Analysis Statement:

AFP Code	Service Description	R/T	Volume Range	Number of Units	Proposed Price	Service Charge	Balance Required
Balance And Compensation Information							
000230	DEPOSIT BANK ASSESSMENT		1+	21,550	\$0.1667	\$3,592.39	\$1,456,927.66
						\$3,592.39	\$1,456,927.66
Total Balance And Compensation Information							
General Account Services							
010000	ACCOUNT MAINTENANCE		1+	9	\$15.0000	\$135.00	\$54,750.60
010010	INTEREST BEARING ACCOUNT MAINT		1+	5	\$15.0000	\$75.00	\$30,417.00
010020	ZBA-DEPOSITORY+ MASTER MAINT		1+	1	\$19.0000	\$19.00	\$7,705.64
010021	ZBA-SUBSIDIARY ACCOUNT MAINT		1+	2	\$12.0000	\$24.00	\$9,733.44
010030	BLOCKED ACCOUNT PENDING MAINT		1+	1	\$201.0000	\$201.00	\$81,517.56
010100	DEBITS POSTED-OTHER		1+	46	\$0.0300	\$1.38	\$559.67
010101	CREDITS POSTED-OTHER		1+	383	\$0.0300	\$11.49	\$4,659.88
010112	ZBA PER TRANSACTION		1+	41	\$0.1000	\$4.10	\$1,662.80
						\$470.97	\$191,006.59
Total General Account Services							
Lockbox Services							
050000	WLBX LOCKBOX MAINT PER BOX		1+	1	\$111.0000	\$111.00	\$45,017.16
050100	WLBX LOCKBOX PROC PER ITEM		1+	944	\$0.3000	\$283.20	\$114,854.59
05011L	WLBX DOCUMENT RETURN PKG PREP		1+	1	\$30.0000	\$30.00	\$12,166.80
05011U	WLBX WALK-IN COURIER PKG ITEM		1+	2	\$2.0000	\$4.00	\$1,622.24
050126	WLBX DATA CAPTURE		1+	28,396	\$0.0125	\$354.95	\$143,953.52
050131	WLBX PAYEE VALIDATION PER ITEM		1+	944	\$0.1000	\$94.40	\$38,284.86
050144	WLBX IMAGE DOCUMENTS IMAGED		1+	3,241	\$0.0300	\$97.23	\$39,432.60
050146	WLBX CORRESPONDENCE		1+	44	\$0.2500	\$11.00	\$4,461.16
050300	WLBX DEPOSIT PREP PER DEPOSIT		1+	35	\$1.5000	\$52.50	\$21,291.90
050400	WLBX IMAGEDROP MAINTENANCE		1+	1	\$3.0000	\$3.00	\$1,216.68
050401	WLBX DATA TRAN MAINT PER BOX		1+	1	\$58.0000	\$58.00	\$23,522.48

AFP Code	Service Description	R/T	Volume Range	Number of Units	Proposed Price	Service Charge	Balance Required
050401	WLBX DATA TRANS PER ITEM		1+	944	\$0.0400	\$37.76	\$15,313.95
050401	WLBX IMAGEDROP PER FILE		1+	1	\$6.0000	\$6.00	\$2,433.36
050406	WLBX CASHPRO REC MAINTENANCE		1+	1	\$36.0000	\$36.00	\$14,600.16
050413	WLBX COURIER DELIVERY OF PKG		1+	1	\$177.3700	\$177.37	\$71,934.18
050424	WLBX CASHPRO REC PER IMAGE		1+	3,241	\$0.0100	\$32.41	\$13,144.20
050425	WLBX IMAGEDROP PER IMAGE		1+	3,241	\$0.0000	\$0.00	\$0.00
050427	WLBX IMAGE PDF MAINTENANCE		1+	1	\$0.0000	\$0.00	\$0.00
050530	WLBX REJECTED ITEM		1+	26	\$0.2500	\$6.50	\$2,636.14
	Total Lockbox Services					\$1,395.32	\$565,885.98
	Depository Services						
100100	VAULT DEPOSIT		1+	229	\$1.6700	\$382.43	\$155,098.31
100111	COIN DEPOSIT-NON STD BAG-VLT		1+	60	\$7.0000	\$420.00	\$170,335.20
100113	COIN DEPOSIT-STD BAG-VLT		1+	26	\$4.0000	\$104.00	\$42,178.24
100114	CURR DEPOSITED-PER NOTE-VLT		1+	23,565	\$0.0123	\$289.85	\$117,551.36
100141	CHANGE ORDER-AUTO OR STNDG-VLT		1+	1	\$5.0100	\$5.01	\$2,031.86
100144	COIN SUPP ROLL-VLT		1+	15	\$0.1200	\$1.80	\$730.01
10014B	CURR SUPP-\$100-NONSTD-VLT		1+	5	\$0.1300	\$0.65	\$263.61
100200	CHECK DEPOSIT-ICL or RDSO		1+	30	\$1.0000	\$30.00	\$12,166.80
10022Z	CHECKS DEPOSITED-CASH VAULT		1+	306	\$0.2500	\$76.50	\$31,025.34
10022Z	CHECKS DEPOSITED-LOCKBOX		1+	944	\$0.1200	\$113.28	\$45,941.84
100400	RETURNS-CHARGEBACK		1+	6	\$3.0000	\$18.00	\$7,300.08
100401	RETURNS-SPECIAL HANDLING		1+	6	\$1.0000	\$6.00	\$2,433.36
100430	RETURNS-MAKER REQUIRED		1+	6	\$1.0000	\$6.00	\$2,433.36
100501	DEPOSIT CORRECTION-CASH		1+	2	\$9.0000	\$18.00	\$7,300.08
100502	DEPOSIT CORRECTION-NONCASH-RDS		1+	1	\$1.0200	\$1.02	\$413.67
100740	TRANSMISSION MAINTENANCE		1+	1	\$100.0000	\$100.00	\$40,556.00
101326	IMAGE DEPOSITED ITEMS-ICL		1+	705	\$0.0439	\$30.95	\$12,551.88
	Total Depository Services					\$1,603.49	\$650,311.00
	Paper Disbursement Services						
150100	GENERAL DISB CKS PAID-TRUNC		1+	868	\$0.0500	\$43.40	\$17,601.30
150120	ARP PPAY NO RECON INPUT ITEM		1+	927	\$0.0200	\$18.54	\$7,519.08
150122	PAYEE POSITIVE PAY ISSUE MATCH		1+	927	\$0.0200	\$18.54	\$7,519.08
150124	PAYEE POSITIVE PAY MAINTENANCE		1+	6	\$7.0000	\$42.00	\$17,033.52
150301	POSITIVE PAY EXCEPTIONS		1+	2	\$1.0000	\$2.00	\$811.12
150410	STOP PAY AUTOMATED<=12 MONTHS		1+	6	\$2.0000	\$12.00	\$4,866.72
151350	CASHPRO IMAGE SUBSCRIPTION		1+	4	\$0.0000	\$0.00	\$0.00
151353	IMAGEDROP PER FILE		1+	1	\$6.1500	\$6.15	\$2,494.19
151354	IMAGEDROP FILE MAINTENANCE		1+	4	\$7.0000	\$28.00	\$11,355.68
151358	IMAGEDROP PER ITEM		1+	866	\$0.0100	\$8.66	\$3,512.15
200201	ARP PPAY INPUT FILE-TRANS		1+	12	\$1.0000	\$12.00	\$4,866.72
	Total Paper Disbursement Services					\$191.29	\$77,579.57
	Paper Disbursement Reconciliation Services						
150030	ARP PPAY MAINT-NO RECON		1+	6	\$29.0000	\$174.00	\$70,567.44
	Total Paper Disbursement Reconciliation Services					\$174.00	\$70,567.44
	General ACH Services						
250000	ACH MONTHLY MAINTENANCE		1+	4	\$57.5000	\$230.00	\$93,278.80
250101	ACH OFF US CREDITS		1+	1,753	\$0.0300	\$52.59	\$21,328.40
250101	ACH OFF US CREDITS-SAME DAY		1+	10	\$0.5000	\$5.00	\$2,027.80
250101	ACH ON US CREDITS		1+	341	\$0.0300	\$10.23	\$4,148.88
250101	ACH ON US CREDITS-SAME DAY		1+	1	\$0.0400	\$0.04	\$16.22
250200	ACH DEBIT RECEIVED ITEM		1+	106	\$0.0300	\$3.18	\$1,289.68
250201	ACH CREDIT RECEIVED ITEM		1+	368	\$0.0300	\$11.04	\$4,477.38
250302	ACH RETURN ITEM		1+	1	\$1.0000	\$1.00	\$405.56
250501	ACH INPUT-FILE		1+	11	\$5.0000	\$55.00	\$22,305.80

AFP Code	Service Description	R/T	Volume Range	Number of Units	Proposed Price	Service Charge	Balance Required
250640	ACH DELETE-REVERSAL		1+	1	\$15.0000	\$15.00	\$6,083.40
250704	ACH REPORTS-ELECTRONIC		1+	50	\$1.0960	\$54.80	\$22,224.69
250706	ACH REPORTS-FAX		1+	6	\$2.0000	\$12.00	\$4,866.72
251050	ACH BLOCKS AUTH MAINTENANCE		1+	13	\$8.0000	\$104.00	\$42,178.24
251057	ACH BLOCKS AUTH INSTRUCTIONS		1+	49	\$0.5000	\$24.50	\$9,936.22
251070	ACH NOTIF OF CHANGE (NOC)		1+	3	\$1.0000	\$3.00	\$1,216.68
	Total General ACH Services					\$581.38	\$235,784.47
	Wire and Other Funds Transfer Service						
350000	WIRE MONTHLY SUBSCRIPTION		1+	1	\$16.0000	\$16.00	\$6,488.96
350103	ELEC WIRE OUT-DOMESTIC		1+	20	\$3.0000	\$60.00	\$24,333.60
350120	CASHPRO ACCOUNT TRANSFER		1+	3	\$7.0000	\$21.00	\$8,516.76
350123	ELEC WIRE OUT-BOOK DB		1+	2	\$5.0000	\$10.00	\$4,055.60
350300	INCOMING DOMESTIC WIRE		1+	5	\$5.0000	\$25.00	\$10,139.00
350320	BOOK CREDIT		1+	2	\$2.0000	\$4.00	\$1,622.24
350412	WIRE ADVICE-MAIL		1+	7	\$1.0000	\$7.00	\$2,838.92
350551	CASHPRO GP CUST MNT TEMPLT STRG		1+	38	\$0.0000	\$0.00	\$0.00
350551	PH OR STND ORDER TEMPLT STORG		1+	5	\$0.0000	\$0.00	\$0.00
	Total Wire and Other Funds Transfer Service					\$143.00	\$57,995.08
	Information Services						
400029	CASHPRO REPORT EMAIL SCHEDULED		1+	240	\$0.0000	\$0.00	\$0.00
400052	CASHPRO ONLINE PDR ACCOUNT		1+	9	\$20.0000	\$180.00	\$73,000.80
400272	CASHPRO ONLINE PDR ITEM		1+	3,594	\$0.0400	\$143.76	\$58,303.31
40027Z	CASHPRO ONLINE SUBSCRIPTION		1+	1	\$0.0000	\$0.00	\$0.00
40027Z	CASHPRO REPORTING SUBSCRIPTION		1+	1	\$7.0000	\$7.00	\$2,838.92
400340	CASHPRO ONLINE RESEARCH ITEM		1+	45	\$0.0000	\$0.00	\$0.00
	Total Information Services					\$330.76	\$134,143.03
	TOTAL ACTIVITY CHARGES					\$8,482.59	\$3,440,200.82
	One Time Service Charges						
		Depository Services					
1008ZZ	SUPPLIES-BAGS,TICKETS,MISC		1+	1	\$600.0000	\$600.00	\$243,336.00
		Total Depository Services			\$600.00		\$243,336.00
		TOTAL ONE TIME SERVICE CHARGES				\$600.00	\$243,336.00