

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR PERFORMANCE SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
BUSINESS RECOVERY SERVICES, INC., DBA BANK UP CORPORATION**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Business Recovery Services, Inc., dba Bank Up Corporation, a California corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Business Recovery Services, Inc., dba Bank Up Corporation, dated January 11, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide remittance processing and lockbox services, and the Parties now wish to amend the Original Agreement to extend the term of the agreement through June 30, 2021 and increase compensation by \$84,000 for a revised not-to-exceed maximum compensation amount of \$214,000.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That Section 5 of the Original Agreement, entitled "Term of Agreement", is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2021.

**2. AMENDMENT TERMS AND CONDITIONS**

That Exhibit B of the Original Agreement, entitled "Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

**3. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

**4. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**BUSINESS RECOVERY SERVICES, INC., DBA BANK UP CORPORATION**  
a California corporation

Dated: 4.24.19  
By (Signature): [Signature]  
Name: Michael V. Santimauro  
Title: Chief Executive Officer  
Principal Place of Business Address: 1301 Marina Village Parkway, Suite 250  
Alameda, CA 94501  
Email Address: msantimauro@bank-up.com  
Telephone: (800) 980-8038  
Fax: (510) 522-9720  
"CONTRACTOR"

**FIRST REVISED EXHIBIT B  
FEE SCHEDULE**

**1. SERVICE FEES**

City shall compensate Contractor for remittance processing and lockbox services according to the following fee schedule.

DESCRIPTION	BASIS	SERVICE FEES EFFECTIVE FROM JANUARY 11, 2017 THROUGH JUNE 30, 2019	SERVICE FEES EFFECTIVE FROM JULY 1, 2019 THROUGH JUNE 30, 2021
<b>LOCKBOX SERVICES</b>			
Lockbox Maintenance Fee	Monthly	\$50.0000	\$51.0000
Transaction Fee – automated with OCR scan line	Per transaction	\$0.2300	\$0.2346
Check Only	Per check	\$0.2300	\$0.2346
Check & List	Per check	\$0.2300	\$0.2346
Exception Items – non-automated without OCR scan line	Plus transaction fee	\$0.0000	\$0.0000
Electronic Check Deposit	Per check	\$0.0200	\$0.0204
Safekeeping & Secure Destruction	Per item	\$0.0030	\$0.0031
Fax/Copy/Email	Per page	\$1.0000	\$1.0200
Electronic File Transmission	Monthly	\$75.0000	\$76.5000
Archive Access (3 users)	Monthly	\$150.0000	\$153.0000
Courier/mail		At Cost	At Cost
Additional Courier for Santa Clara Pick-up	Daily	\$7.0000	\$7.1400
<b>OPTIONAL E-LOCKBOX SERVICE</b>			
Implementation Fee	One-time	\$500.0000	\$510.0000
Check Intercept	Per check	\$0.1000	\$0.1020
<b>OPTIONAL PROFESSIONAL SERVICES</b>			
Hourly rate for additional services	Per hour	\$150.0000	\$153.0000

## 2. MAXIMUM COMPENSATION

The maximum amount payable for all services provided under this Agreement shall not exceed Two Hundred Fourteen Thousand Dollars (\$214,000) for the term of the agreement through June 30, 2021, subject to budget appropriations. Any services provided for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

Year	Estimated Annual Amount
January 11, 2017 – June 30, 2017	\$26,000
July 1, 2017 – June 30, 2018	\$52,000
July 1, 2018 – June 30, 2019	\$52,000
July 1, 2019 – June 30, 2020	\$42,000
July 1, 2020 – June 30, 2021	\$42,000
<b>Maximum Compensation</b>	<b>\$214,000</b>