

# COB - BOSAIR FORM

03/09/2026 11:22 AM (MST)

Submitted by Kelsey.Braun-Shirley@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC PO SC2400001048

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 03/24/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Bank of America N.A.

Project Title / Description: Banking Services

Purpose: Amendment of Award: Supplier Contract No. SC2400001048, Amendment No. 04. This Amendment extends the term of the contract commencing on 07/01/2026 and terminating on 06/30/2027 and appends The Service Terms for Transportation Services amendment as Exhibit C to the contract, to continue supplier provision of required supplemental third-party provided services. Administering Department: Treasurer's Office

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 04/21/2020, the Board of Supervisors approved an award of contract for an initial term of three (3) years and an annual award amount of \$0.00 with two (2) one-year renewal options.

To: COB 3-11-26 (1)  
Vers: 2  
Pgs: 4

On 05/03/2023, the Procurement Director approved Amendment No. 01, which extended the termination date to 06/30/2024, and appended the Forced Labor of Ethnic Uyghurs provision to the contract, pursuant to A.R.S. §35-394. One (1) renewal option remained.

On 09/17/2024, the Procurement Director approved Amendment No. 02, which extended the termination date to 06/30/2025, replaced Exhibit A and clarified the Indemnification and Termination provisions of the contract.

On 01/07/2025, the Board of Supervisors approved Amendment No. 03, which extended the termination date to 06/30/2026, and appended the Heat Injury and Illness Prevention and Safety Plan provision to the contract, pursuant to Pima

**Program Goals/Predicted Outcomes:** Efficiently manage County funds and maximize revenues from County funds.

**Public Benefit and Impact:** Provide efficient and fiscally responsible banking services.

**Budget Pillar** • N/A

**Support of Prosperity Initiative:** • N/A

**Provide information that explains how this activity supports the selected Prosperity Initiatives** N/A

**Metrics Available to Measure Performance:** Contractor performance shall be monitored by the County Treasurer to assure optimum services are provided to the County.

**Retroactive:**

NO

### Amendment / Revised Award Information

Record Number: SC PO SC2400001048

**Document Type:** SC

**Department Code:** PO

**Contract Number:** SC2400001048

**Amendment Number:** 04

**Commencement Date:** 07/01/2026

**Termination Date:** 06/30/2027

**Is the Termination Date new?**

YES

**Classification:** Expense

**Adjust Level:** No change

**Prior Contract Number (If Applicable):** MA-PO-20-161

**Amount This Amendment:**

\$0.00

Funding Source(s) required: General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$0.00

Percent General Funds

100

Contract is fully or partially funded with Federal Funds?

NO

Department:

Procurement

Name:

Kelsey Braun-Shirley

Telephone:

520-724-7466

Add GMI Department Signatures

No

Acting Division Manager/Procurement Officer Signature Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley Date: 2026.03.09 11:45:16 -07'00' Date: \_\_\_\_\_

Acting Procurement Director Signature Ana Wilber Digitally signed by Ana Wilber Date: 2026.03.09 17:14:44 -07'00' Date: \_\_\_\_\_

Department Director Signature: Jake Martin Digitally signed by Jake Martin Date: 2026.03.10 08:36:52 -07'00' Date: \_\_\_\_\_

Deputy County Administrator Signature:  Date: 3/10/2026

County Administrator Signature: \_\_\_\_\_ Date: 3/10/2026

**Pima County Procurement Department**

**Administering Department:** Treasurer's Office

**Project:** Banking Services

**Contractor:** Bank of America National Association  
100 North Tryon Street  
Charlotte NC 28255

**Contract No:** SC2400001048

**Contract Amendment No.:** 04

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Original Contract Term	7/1/2020 – 06/30/2023	Original Contract Amount:	\$	0.00
Prior Termination Date	6/30/2026	Prior Amendments Amount:	\$	0.00
New Termination Date	6/30/2027	This Amendment Amount:	\$	0.00
		Revised Total Amount:	\$	0.00

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**CONTRACT AMENDMENT**

**1. Parties, Background and Purpose.**

1.1. Background.

On July 1, 2020, County and Contractor entered into the above referenced agreement to provide banking services.

1.2. Purpose.

County requires continuing services to efficiently manage County funds and maximize revenues.

**2. Other Documents.**

The Service Terms for Transportation Services amendment is appended as Exhibit C to continue Contractor provision of supplemental third-party provided services required for the banking services provided pursuant to this Contract.

**3. Term.**

The parties agree to extend the contract term for one year commencing on July 1, 2026 and terminating on June 30, 2027. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

***SIGNATURE PAGE TO FOLLOW***

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IN WITNESS WHEREOF, the parties have approved this Amendment and agree to be bound by the terms and conditions of the Contract on the dates written below.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

**Pima County**

**Bank of America National Association**

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

3/9/2026  
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Pima County Attorney's Office – As To Form

  
\_\_\_\_\_  
Andrew Donnellan  
Deputy County Attorney

March 9, 2026  
\_\_\_\_\_  
Date

This Service Terms amendment (“Service Terms”) supplements and amends the Treasury Agreements, applicable to the Client, with respect to the Service described herein. Capitalized terms not defined herein shall have the meanings assigned to them in the Treasury Agreements.

“Client” means the undersigned identified as “Client” executing this Service Terms and includes any references to “customer”, “customer’s”, “you”, “your” or “yours” as used in any Treasury Agreements.

“Bank” means Bank of America Corporation subsidiary banks (Bank of America, N.A. along with any other affiliates or subsidiaries of Bank of America Corporation listed on the List of Banks and List of Banks and Services), and includes any references to “we”, “us” or “our” as used in any Treasury Agreements.

“Treasury Agreements” means, as applicable to Client, any (i) Acceptance of Services, (ii) Global Transaction Services Terms and Conditions, (iii) Treasury Services Terms and Conditions Booklet, (iv) Cash Management Services Terms and Conditions, (v) General Provisions Treasury Services Agreement, (vi) General Provisions – General Terms Acceptance of Services, (vii) General Terms, (viii) Cash Management Essentials Treasury Services Agreement, and (ix) other relevant agreements for treasury or trade services and related services between the parties.

“Service Documentation” includes: the Treasury Agreements (also referred to as “T&C” or “Booklet”); the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

“Service Terms” means the terms and conditions under which Bank provides a Service. Service Terms may be found in the Treasury Agreements as well as any amendments, supplements or addenda thereto.

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### Transportation Services

“Client Premises” means the location(s) to be mutually agreed by Client and Bank, to and from which Bank will provide the Transportation Service as set forth herein.

“Items for Transport” means (1) checks, currency and coin, to be transported from Client’s Client Premises to Bank, including but not limited to our designated banking centers (which may include an automated business center), depository facilities (which may include a night depository facility), processing centers or cash vaults (which may include third party vaults), for deposit in accordance with the provisions of the Treasury Agreements and the relevant Account Agreement; (2) coin and currency change orders, to be transported between Bank and Client’s Client Premises; and/or (3) such other items as Bank and Client may mutually agree.

“Transportation Provider” means the armored or non-armored carrier which Bank in its sole discretion selects to pickup and/or drop off Items for Transport. Bank may replace the Transportation Provider it selects with a different Transportation Provider at any time upon reasonable notice to Client.

“Transportation Service” means the Transportation Service as described herein and in any User Documentation Bank may provide to Client from time to time.

The Transportation Service is the carrier service arranged by Bank to pick up from, and/or drop off at, Client’s Client Premises Items for Transport to and from the bank. Pickups and drop-offs will be scheduled as agreed by Client and Bank. Client agrees to cooperate fully with Bank and the Transportation Provider with respect to providing access to the Client Premises in connection with our provision of the Transportation Service. Client shall obtain any and all necessary consents to ensure that Bank and/or the Transportation Provider may access the Client Premises during normal business hours or at other times mutually agreed upon between Client and Bank at the Client Premises, including, without limitation, the consent of any lessor of such premises.

Notwithstanding anything in any other service description in the Treasury Agreements, the Transportation Provider shall be Bank’s, not Client’s, agent with respect to the possession, transportation and handling of the Items for Transport, while such Items for Transport are in the custody of the Transportation Provider.

With regard to the pickup by the Transportation Provider of those Items for Transport intended for deposit with Bank, Client agrees (1) to prepare accurately and in good faith and submit to Bank and/or to the Transportation Provider such documentation as Bank may require from time to time and to follow the procedures for preparation, packaging and delivery of deposits as provided in the applicable User Documentation, and (2) with respect to any non-coin and non-currency items constituting Items for Transport, to retain documentation sufficient for reconstruction.

Client agrees not to include coin or currency in any Items for Transport unless an armored carrier is employed as the Transportation Provider to transport such coin or currency.

Notwithstanding anything herein to the contrary, Client agrees that Items for Transport intended for deposit with Bank will not be deemed to be deposited until they are received by an employee or third party agent of Bank’s authorized to receive such deposit at one of our designated banking centers (which may include an automated business center), depository facilities (which may include a night depository facility), processing centers or cash vaults (which may include third party vaults), verified and credited to Client’s account(s) in accordance with the provisions of the Treasury Agreements and the relevant Account Agreement. With respect to drop-offs of coin and currency change orders, Client authorizes Bank to debit Client’s account on the day the coin and currency order is prepared for release to the Transportation Provider for delivery from Bank’s cash vaults to Client’s Client Premises, in accordance with the provisions in the Treasury Agreements addressing Bank’s Coin and Currency Order Service.

With respect to all pickups and drop-offs as described herein, absent manifest error, in the event of a discrepancy between Bank’s records and Client’s, Bank’s records shall govern.

Missed Service. Client agrees that if Client fails to meet the carrier during the scheduled service window Client is responsible for fees related to the carrier visit. If the carrier misses the scheduled service window, Client must notify the Bank of such missed visit to avoid being charged for the missed Service.

Client acknowledges that modifying or terminating bank managed transportation service can take up to 90 days, and Client agrees to provide at least 90 days prior written notice if Client wishes to terminate or modify the Service. Client agrees to remain responsible for any fees

**Service Terms  
Transportation Services**

Exhibit C



associated with the Service during this transition period. Unless or until a modification is agreed to in writing, Client remains responsible for fees associated with the established Service.

Risk of Loss

Client agrees to bear all risk of loss or damage to any Item for Transport when such item is in Client's custody and possession. Subject to the provisions in the Treasury Agreements addressing Limitation of Liabilities and Protection from Third Parties, Bank agrees to bear all risk of loss or damage to any Item for Transport when such Item is in the custody and possession of the Transportation Provider; provided, however, that Bank's agreement to bear such risk of loss or damage is at all times conditional upon Client having complied with the provisions of this Service Terms, including the provisions concerning (i) required use of an armored Transportation Provider to transport coin and currency, (ii) reconstruction of non-coin and non-currency items, and (iii) the requirements of Bank's User Documentation. In no event shall Bank be liable for any loss or damage to any Item for Transport if (i) such loss or damage is due to Client's negligence or willful misconduct and/or (ii) Client has failed to retain documentation sufficient for reconstruction.

Term

This Amendment is effective beginning **July 1, 2026** and will expire effective **June 30, 2027**. A new Service Terms amendment will be required to renew the Service.

Except as set forth in these Service Terms, the provisions of the Treasury Agreements and the applicable deposit account agreement remain in full force and effect. In the event of any conflict between these Service Terms and the Treasury Agreements, these Service Terms shall govern to the extent of such conflict.

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

\_\_\_\_\_  
(Client Legal Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Dated: March 9, 2026

**Bank of America, N.A.**

(Bank)

  
\_\_\_\_\_  
(Signature)

**Larry D. Glandon**

\_\_\_\_\_  
(Print Name)

**Senior Vice President**

\_\_\_\_\_  
(Print Title)