

**FIRST AMENDMENT TO THE
DEPOSITORY BANKING SERVICES
AND
LOCKBOX SERVICES
CONTRACT**

**STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Depository Banking Services and Lockbox Services Contract ("First Amendment") is entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (hereinafter referred to as "CITY"), a political subdivision and home rule municipality of the State of Texas, acting by and through its City Manager, Chief Financial Officer or its Deputy Chief Financial Officer pursuant to Ordinance No. _____ passed and approved on the ____ day of _____, 2025 and **FROST BANK** (hereinafter referred to as "DEPOSITORY"), a Texas state banking corporation operating pursuant to the laws of the State of Texas that has its main office or branch office in the State of Texas and is authorized to perform depository and lockbox services in the State. CITY and DEPOSITORY may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, CITY and DEPOSITORY entered into the Depository Banking Services and Lockbox Services Contract (the "Contract") authorized by City of San Antonio Ordinance No. 2022-12-15-0979, passed and approved on December 15, 2022, and attached hereto as EXHIBIT A; and

WHEREAS, the Parties now seek to amend the terms and conditions of the Agreement in order to increase the services provided by DEPOSITORY;

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. The Parties mutually agree to amend the following sections of the Agreement:

(A) **III. SCOPE OF DEPOSITORY BANKING SERVICES** is amended by adding subsection 3.03.01:

3.03.01 Smart Safe Cash Management: DEPOSITORY shall provide CITY with "Smart Safe Services" which allows CITY the ability to deposit currency into an electronic smart safe/bill counter (the "Smart Safe") and receive a provisional credit from DEPOSITORY for the amounts in the Smart Safe the following Business Day.

(A) Servicing of Smart Safe. CITY agrees the Smart Safe must be "serviced" (deposits

removed for verification purposes) at least once each calendar week and transported to DEPOSITORY'S approved vault location for verification. CITY agrees it must contract with a DEPOSITORY-approved third party service provider (the "Smart Safe Vendor") for currency removal, validation, and transportation services and agrees the Smart Safe Vendor does not act as an agent of DEPOSITORY in performing activities for the CITY.

(B) Provisional Credit. The Business Day after the Smart Safe deposit totals are received by DEPOSITORY, CITY'S designated account is provided with a provisional credit for the corresponding Smart Safe deposit amount. CITY understands that upon receipt of any deposit(s), the Smart Safe Vendor will verify currency amounts removed from each of CITY'S Smart Safes. The CITY agrees that the findings and records of the Smart Safe Vendor shall be conclusive and binding upon the CITY. To the extent there is a conflict between the records of DEPOSITORY, the Smart Safe Vendor, or CITY regarding the Smart Safe deposit, the records of DEPOSITORY shall control. If the amount of the Smart Safe deposit, as verified by the Smart Safe Vendor differs from the amount of the Smart Safe deposit reported to DEPOSITORY, DEPOSITORY will debit or credit the CITY'S Account as necessary to reflect the amount of the Smart Safe deposit as verified by the Smart Safe Vendor. CITY authorizes DEPOSITORY to make such adjustments by credit or debit transaction to CITY'S Account(s), electronically or otherwise. DEPOSITORY shall not be deemed to have finally received and accepted any Smart Safe deposit until such deposit has been physically verified by DEPOSITORY or the Smart Safe Vendor at the direction of DEPOSITORY.

(C) Use of the Smart Safe. CITY understands it should not insert non-U.S. currency into the Smart Safe, as non-U.S. currency will not be processed by the Smart Safe Vendor or DEPOSITORY. CITY agrees it will not remove currency from the Smart Safe once it has been inserted. Currency will only be removed from the Smart Safe by an authorized Smart Safe Vendor representative.

(B) **EXHIBIT I** is amended by adding the following line item:

100100	Smart Safe	Monthly charge for each Smart Safe	\$	250.00
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2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment to the to the Depository Banking Services and Lockbox Services Contract has been fully executed as of the date of signature of the last party to sign.

CITY OF SAN ANTONIO

FROST BANK

(Signature)

Printed Name: _____

Title: _____

Date: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A