

**AMENDMENT TO CONTRACT**  
**Banking Services**  
**RFP No. 13-204**  
**Lancaster County**  
**Contract Clarification**  
**U.S. Bank National Association**

This Amendment is hereby entered into by and between U.S. Bank National Association, 1700 Farnam Street, Omaha, NE 68102 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated January 28, 2014, executed under County Contract No. C-14-0042, for Banking Services, RFP No. 13-204, which is made a part hereof by this reference.

WHEREAS, notwithstanding any language in the Contract to the contrary, Lancaster County's analysis fees shall be based upon an annual settlement and the annual settlement date shall be July 1. This change to an annual settlement will remain in effect for the duration of the Contract, as amended. Under this annual settlement arrangement, Lancaster County may carryover excess earnings credit on a monthly basis to offset fees. U.S. Bank will continue to provide the County a monthly analysis statement.

WHEREAS, the parties agree to replace the language in the first paragraph of the Section of the Contract captioned "Term and Termination," located on Page 2 of the Contract, which paragraph currently reads as follows:

**"Term and Termination: The Work included in this Agreement shall be for the annual requirements for a five (5) year term, beginning February 1, 2014 through December 31, 2017.";**

With the following language:

**"Term and Termination: The Work included in this Agreement shall be for the annual requirements for a five (5) year term, beginning February 1, 2014, through January 31, 2019."**

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-14-0042, and stated herein the parties agree as follows:

- 1) Notwithstanding any language in the Contract to the contrary, Lancaster County's analysis fees shall be based upon an annual settlement and the annual settlement date shall be July 1. This change to an annual settlement will remain in effect for the duration of the Contract, as amended. Under this annual settlement arrangement, Lancaster County may carryover excess earnings credit on a monthly basis to offset fees. U.S. Bank will continue to provide the County a monthly analysis statement.
- 2) The parties agree to replace the language in the first paragraph of the Section of the Contract captioned "Term and Termination," located on Page 2 of the Contract, which paragraph currently reads as follows:  

**"Term and Termination: The Work included in this Agreement shall be for the annual requirements for a five (5) year term, beginning February 1, 2014 through December 31, 2017.";**

With the following language:  

**"Term and Termination: The Work included in this Agreement shall be for the annual requirements for a five (5) year term, beginning February 1, 2014, through January 31, 2019."**
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

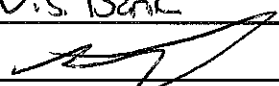
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Lancaster County Signature Page

Vendor Signature Page

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Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing  
Attn: Debbie Winkler  
440 So. 8<sup>th</sup> St., Suite 200  
Lincoln, NE 68508  
Or email to: dwinkler@lincoln.ne.gov

Company Name:	U.S. Bank
By: (Please Sign)	
By: (Please Print)	Greer Almquist
Title:	Vice President, Government Banking
Company Address:	1700 Farnham St. Omaha, NE 68102
Company Phone & Fax:	402.536.5101
E-Mail Address:	greer.almquist@usbank.com
Date:	2-23-17
Contact Person for: Orders or Service	Greer Almquist
Contact Phone Number:	402.536.5101

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**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

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dated \_\_\_\_\_