

**City and County of San Francisco
Office of Treasurer and Tax Collector**

Fourth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **May 16, 2023**, in San Francisco, California, by and between **Bank of America, N.A.**, (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period for 90 days; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP issued May 11, 2012 and this modification is consistent therewith; and

NOW, THEREFORE, Contractor and the City agree as follows;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated **August 22, 2013** between Contractor and City, as amended by the:

First amendment,	dated June 29, 2018 , and
Second amendment,	dated April 21, 2020 , and
Third amendment,	dated July 7, 2022 .

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2 of the P-500 Agreement, term of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from August 22, 2013 to August 31, 2023 with respect to Banking Services.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from August 22, 2013 to November 30, 2023 with respect to Banking Services.

2b. Paymode. Paymode fees for monthly license and cost per transaction shall be updated: Paymode License fees shall cost \$150.00 per month and Paymode Transactions shall cost \$1.155 per transaction.

2c. Currency Deposit. Currency Deposit fees for Vault shall be updated: Coin Deposit Non-Standard Bags shall cost \$4.25 per bag and Currency-Deposited shall cost \$0.03 per Note.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after August 31, 2023.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

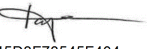
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

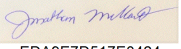
CONTRACTOR

Recommended by:

Bank of America, N.A

DocuSigned by:

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Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer and Tax Collector


DocuSigned by:

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Jonathan Millard
Senior Vice President
Market Executive – Public Sector Banking

City Supplier Number: 24733

Approved as to Form:

David Chiu
City Attorney

By: 
DBDA121BAB35448...
Moe Jamil
Deputy City Attorney