

**City and County of San Francisco
Office of the Treasurer and Tax Collector
City Hall Room 140
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 7, 2022 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 with respect to Lockbox Services; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a RFP issued on 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 entire integrated Agreement dated **August 22, 2013** between Contractor and City as defined in Section 1 of the Umbrella Agreement for Banking Services, as amended by the:

First amendment,	dated June 29, 2018, and
Second amendment,	dated April 21, 2020

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 21, 2022.

Such section of the P-500 Agreement **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 August 31, 2023 with respect to Banking Services.

2b. Section 17. Section 17 of the P-500 Agreement, Incidental and Consequential Damages currently reads as follows:

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the City may have under applicable law.

Such section of the P-500 Agreement **is hereby amended in its entirety to read as follows:**

17. Liability of Contractor.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR:

(A) ANY LOSS, DAMAGE (WHETHER DIRECT OR INDIRECT), INJURY, LIABILITY OR CLAIM ARISING FROM ACTS OR OMISSIONS THAT ARE IN ACCORDANCE WITH INSTRUCTIONS FROM THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES; OR

(B) ANY INDIRECT DAMAGES, EXCEPT CITY'S INDIRECT DAMAGES (1) CAUSED BY CONTRACTOR'S NEGLIGENCE, RECKLESS CONDUCT OR WILLFUL ACTS OR OMISSIONS, FRAUD, OR ILLEGAL OR UNLAWFUL ACTS; (2) THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT; OR (3) THAT ARE WITHIN THE SCOPE OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY AS SET FORTH IN THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT SHALL CONTRACTOR'S LIABILITY FOR CITY'S INDIRECT DAMAGES EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO ONE MILLION DOLLARS, \$1,000,000.00.

AS USED IN THIS SECTION 17, “INDIRECT DAMAGES” MEANS SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

2c. Exhibit-VI. Exhibit-VI, A Proposed Depository Analysis Statement, as attached, hereby updates the depository pricing as of September 1, 2022.

2d. Overdraft. \$100 million Overdraft facility will continue to be provided by Bank of America, N.A., through 12/31/22 at no cost or until CCSF has fully transitioned the main disbursement accounts to their new banking partner. Should CCSF wish to extend the facility, an unused line fee will be negotiated. Furthermore, the reference rate related to the facility is hereby replaced with the following:

“Daily SOFR Rate” means the rate per annum equal to SOFR determined for any day pursuant to the definition thereof. “SOFR” means, with respect to any applicable determination date, the Secured Overnight Financing Rate published on such date by the SOFR Administrator on the Federal Reserve Bank of New York’s website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. If at any time the Daily SOFR Rate is less than zero, such rate shall be deemed to be zero.

Current pricing for overdrafts to CCSF accounts will be the SOFR rate plus 1.70%, as of September 1, 2022.

2e. Appendix A: Services to be provided by Contractor. Section 2. Reports, of Appendix A: Services to be provided by Contractor, is hereby waived for reporting period 2022.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Reservation of Rights. Contractor reserves all rights set forth in the T&C. In addition, notwithstanding anything to the contrary in the Agreement, the Contractor reserves the right to assign, outsource, subcontract or sell any of the Services provided. In addition, upon prior written notice of at least 90 days, the Contractor may terminate the Agreement for convenience.

5. 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.

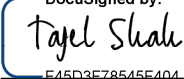
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

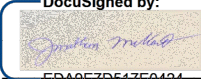
CITY

CONTRACTOR

Recommended by:

Bank of America, N.A.

DocuSigned by:

F45D3F78545F404...
Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer and Tax Collector

DocuSigned by:

EDA9E7D517E0424...
Jonathan Millard
Senior Vice President
Market Executive –Public Sector Banking

Approved as to Form:

Bank of America Merrill Lynch
Bank of America N.A.
CA5-705-11-00
555 California Street, Ste. 1160
San Francisco, CA 94104

David Chiu
City Attorney

City vendor number: 02827

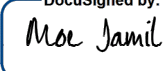
By: 
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Moe Jamil
Deputy City Attorney

Exhibit-VI

A Proposed Depository Analysis Statement



San Francisco, CA City & County of

Period: September 1, 2022 to August 31, 2023

Bid Term(year): 1 year term

AFP	Service Description	Proposed
Balance And Compensation Information		
000202	LEDGER OVERDRAFT PER DAY	\$10.0000
000230	DEPOSIT BANK ASSESSMENT	\$0.0000
Total Balance And Compensation Information		
General Account Services		
010000	ACCOUNT MAINTENANCE	\$3.0000
010000	DEPOSITORY+ SUB ACCT MAINT	\$3.0000
010000	REMOTE DEPOSIT ACCOUNT MAINT	\$10.0000
010010	INTEREST BEARING ACCOUNT MAINTENANCE	\$3.0000
010020	ZBA-DEPOSITORY+ MASTER MAINT	\$3.0000
010021	ZBA-SUBSIDIARY ACCOUNT MAINT	\$3.0000
010100	DEBITS POSTED-OTHER	\$0.0100
010101	CREDITS POSTED-ELECTRONIC	\$0.0100
010101	CREDITS POSTED-OTHER	\$0.0100
010112	ZBA PER TRANSACTION	\$0.0000
010310	DEPOSIT ACCOUNT STMTS OVER 1	\$0.0000
010310	PAPER DEPOSIT STATEMENT MAILED	\$0.0000
010320	CHECKS PAID - REPORT	\$5.0000
010399	STATEMENT SORTING-SUBTOTALING	\$0.0000
010400	ANALYSIS MONTHLY TRANS MAINT	\$50.0000
010610	PHOTOCOPY-MANUAL	\$2.0000
010610	PHOTOCOPY-SELF SERVICE	\$2.0000
019999	REMOTE DEPOSIT CKC IMAGE PROC	\$0.0200
019999	REMOTE DEPOSIT ITEM STORAGE	\$0.0000
Total General Account Services		
Lockbox Services		
050000	WLBX LOCKBOX MAINT PER BOX	\$75.0000
050000	WLBX-EDC MONTHLY MAINTENANCE	\$200.0000
0500ZZ	LOCKBOX-MONTHLY CHARGES (Warrants)	\$319.0000
050100	WLBX LOCKBOX PROC PER ITEM	\$0.2200
050115	WLBX MATCH-COMPARE	\$0.1500
05011L	WLBX DOCUMENT RETURN PKG PREP	\$40.0000
05011N	WLBX PAID IN FULL CHECK REVIEW	\$0.1000
05011P	WLBX CHECK DATE REVIEW	\$0.1000
05011P	WLBX WALK-IN COURIER PKG ITEM	\$2.0000
05011R	WLBX IMAGE DOCUMENTS IMAGED	\$0.0180
05011R	WLBX-EDC HL IMAGE TRANS MAINT	\$175.0000
05011R	WLBX-EDC IMAGE FILE PER IMAGE	\$0.0400
05011R	WLBX-EDC-ENHANCED CORR PROCESS	\$0.6200

A Proposed Depository Analysis Statement**San Francisco, CA City & County of**

AFP	Service Description	Proposed
050120	WLBX DUAL SIDED IMAGE MAINT	\$75.0000
050126	WLBX DATA CAPTURE	\$0.0100
050131	WLBX PAYEE VALIDATION PER ITEM	\$0.0984
05013A	WLBX CARD PAYMENT REJECT	\$2.7500
050300	WLBX DEPOSIT PREP PER DEPOSIT	\$1.1000
050400	WLBX CASHPRO REC MAINTENANCE	\$50.0000
050405	WLBX IMAGEDROP MAINTENANCE	\$0.0000
050405	WLBX IMAGEDROP PER FILE	\$5.0000
050405	WLBX IMAGEDROP PER IMAGE	\$0.0000
050413	WLBX COURIER DELIVERY OF PKG	\$520.5100
050422	WLBX CASHPRO REC ARCHIVE 6M-1Y	\$0.0350
050424	WLBX CASHPRO REC ARCHIVE 7 YR	\$0.0525
050424	WLBX CASHPRO REC PER IMAGE	\$0.0100
050424	WLBX IMAGE PDF MAINTENANCE	\$0.0000
050530	WLBX CORRESPONDENCE	\$0.3500
050530	WLBX REJECTED ITEM	\$0.3500
050540	WLBX MISC GOODS RETURNED	\$50.0000
109999	WLBX-EDC EOB PROCESSED	\$0.5900
Total Lockbox Services		
Depository Services		
100000	BANKING CENTER DEPOSIT	\$0.5000
100007	QBD-NIGHT DROP DEPOSIT	\$0.5000
10001A	CURR-COIN DEP-\$100-QBD-ND	\$0.0800
10001Z	CURR-COIN DEP-\$100-BKG CTR	\$0.0800
100040	CHANGE ORDER BKG CTR	\$0.0000
100049	CURR SUPP \$100-BKG CTR	\$0.0000
100100	VAULT DEPOSIT	\$0.2000
100102	CURR DEPOSITED-PER NOTE-VLT	\$0.0280
100111	COIN DEPOSIT-NON STD BAG-VLT	\$2.0657
100113	COIN DEPOSIT-STD BAG-VLT	\$1.0657
10011Z	SAFE-RECYCLER CURR DEP-\$100	\$0.0100
100141	CHANGE ORDER-AUTO OR STNDG-VLT	\$0.5000
100144	COIN SUPP ROLL-VLT	\$0.1000
100148	CURR SUPP-\$100-NONSTD-VLT	\$0.0600
10014A	CURR SUPP-\$100-STD-VLT	\$0.0400
100200	CHECK DEPOSIT-ICL or RDSO	\$0.2000
100200	CHECK DEPOSIT-PAPER	\$0.2000
100209	TRANSMISSION MAINTENANCE	\$100.0000
100229	IMAGE DEPOSITED ITEMS-ICL	\$0.0150
100229	IMAGE DEPOSITED ITEMS-RDSO	\$0.0150
10022Z	CHECKS DEPOSITED-BKG CENTER	\$0.0300
10022Z	CHECKS DEPOSITED-CASH VAULT	\$0.0300
10022Z	CHECKS DEPOSITED-LOCKBOX	\$0.0200

A Proposed Depository Analysis Statement



San Francisco, CA City & County of

AFP	Service Description	Proposed
100310	CHECKS DEPOSITED-FOREIGN ITEM	\$1.0000
100400	RETURNS-CHARGEBACK	\$0.6000
100401	IRI RETURNS IMAGE TRANS MAINT	\$150.0000
100401	RETURNS-ADDITIONAL ADVICE	\$0.3000
100402	RETURNS-RECLEAR	\$0.3000
100419	LARGE ITEM RETURNED	\$10.0000
100430	RETURNS-MAKER REQUIRED	\$0.3000
100499	RETURNS-E-MAIL IMAGES	\$0.3000
100501	DEPOSIT CORRECTION-CASH	\$1.0000
100502	DEPOSIT CORRECTION-NONCASH-RDS	\$1.0000
101010	MTHLY COURIER ARMORED CARRIER	\$12,680.4900
109999	MAIL NOTIF-DCN OR RECEIPT-VLT	\$1.0000
109999	SAFECONNECT-RECYCLER MAINT	\$100.0000
Total Depository Services		
Paper Disbursement Services		
150102	GENERAL DISB CKS PAID-IMAGE	\$0.0800
150102	GENERAL DISB CKS PAID-TRUNC	\$0.0150
150122	PAYEE POSITIVE PAY MAINTENANCE	\$5.0000
150210	PAYEE POSITIVE PAY ISSUE MATCH	\$0.0100
150310	POSITIVE PAY EXCEPTIONS	\$1.0000
150322	ARP POSITIVE PAY RETURN-OTHER	\$4.6900
150410	STOP PAY AUTOMATED<=12 MONTHS	\$1.0000
150410	STOP PAY AUTOMATED>12 MONTHS	\$1.0000
150500	NON-RELATIONSHIP CK CASHED	\$0.0000
150500	NON-RELATIONSHIP CK CASHED-CA	\$0.0000
151099	ARP PPAY NO RECON INPUT ITEM	\$0.0100
151350	CASHPRO IMAGE SUBSCRIPTION	\$10.0000
151350	IMAGEDROP FILE MAINTENANCE	\$5.0000
151351	CASHPRO ONLINE IMAGE RETRIEVAL	\$0.1000
151351	IMAGE ARCHIVE-90 DAYS	\$0.0000
151353	IMAGEDROP PER FILE	\$0.0050
151353	IMAGEDROP PER ITEM	\$0.0050
159999	ARP PPAY INPUT FILE-TRANS	\$0.0000
Total Paper Disbursement Services		
Paper Disb Recon Services		
150030	ARP PPAY MAINT-NO RECON	\$10.0000
159999	ARP AUTO CHECK RETURN MAINT	\$10.0000
200010	ARP FULL PPAY MAINT-PAPER SUPP	\$15.0000
200020	ARP PARTIAL PPAY MAINT-SUPP	\$10.0000
200110	ARP FULL PPAY INPUT PER ITEM	\$0.0100
200120	ARP PARTIAL PPAY ITEM	\$0.0100
200209	ARP VOID CANCEL ITEMS	\$0.0000
200301	ARP RECON OUTPUT FILE	\$2.0000

A Proposed Depository Analysis Statement



San Francisco, CA City & County of

AFP	Service Description	Proposed
200305	CASHPRO ARP REPORTS	\$0.0000
200309	ARP OUTPUT PROCESSING PER ITEM	\$0.0000
200401	ARP SUB-ACCOUNTING	\$0.0000
209999	GLOBAL DIGITAL DISB-MAINT	\$100.0000
209999	GLOBAL DIGITAL DISB-ZELLE ITEM	\$1.0000
Total Paper Disb Recon Services		
General ACH Services		
250000	ACH LV-MONTHLY MAINTENANCE	\$10.0000
250000	ACH MONTHLY MAINTENANCE	\$70.0000
250000	ACH POSITIVE PAY ACCT MAINT	\$5.0000
250100	ACH OFF US DEBITS	\$0.0200
250100	ACH ON US DEBITS	\$0.0200
250100	ACH ON US DEBITS-SAME DAY	\$0.0200
250101	ACH OFF US CREDITS	\$0.0200
250101	ACH OFF US CREDITS-SAME DAY	\$0.0200
250101	ACH ON US CREDITS	\$0.0200
250101	ACH ON US CREDITS-SAME DAY	\$0.0200
250102	ACH LV OFF US ITEMS	\$2.5000
250102	ACH LV OFF US ITEMS-SAME DAY	\$3.5000
250102	ACH LV ON US ITEMS-SAME DAY	\$1.5000
25010B	EXPRESS TAX (EFTPS) ONLINE PMT	\$2.5000
250120	ACH ORIGINATED ADDENDA	\$0.0500
250150	ACH BLOCKS AUTH INSTRUCTIONS	\$0.3500
250200	ACH DEBIT RECEIVED ITEM	\$0.0070
250201	ACH CREDIT RECEIVED ITEM	\$0.0070
250201	ACH CREDIT RECEIVED ITEM	\$0.0070
250302	ACH RETURN ITEM	\$2.0000
250312	ACH UNAUTHORIZED ENTRY	\$4.5000
250400	ACH OUTPUT-FILE	\$20.0000
250400	ACH REPORTS-ELECTRONIC	\$1.0000
250501	ACH INPUT-FILE	\$10.0000
250504	ACH INPUT-ECHANNEL	\$10.0000
250640	ACH DELETE-REVERSAL	\$10.0000
250701	ACH REPORTS-FAX	\$2.1081
250800	PAYMODE CON TRANSACTION	\$0.0400
250800	PAYMODE TRANSACTION	Tiered \$0.5000
250800	PAYMODE TRANSACTION	Tiered \$0.2000
251040	ACH INPUT-BATCH	\$10.0000
251050	ACH BLOCKS AUTH ADD-CHANGE	\$1.0000
251050	ACH BLOCKS AUTH MAINTENANCE	\$1.0000
251070	ACH NOTIF OF CHANGE (NOC)	\$1.2500
251110	PAYMODE CON MTHLY LICENSE	\$115.0000
251110	PAYMODE LICENSE	\$100.0000

A Proposed Depository Analysis Statement



San Francisco, CA City & County of

AFP	Service Description	Proposed
251211	ACH INTERNATIONAL ITEMS	\$3.5000
259999	ACH REPORTS-MAIL	\$0.0000
Total General ACH Services		
EDI Services		
300010	CASHPRO CONNECT REC TRAN MAINT	\$250.0000
300222	EDI REPORT PER ACCOUNT	\$3.0000
300225	CASHPRO CONNECT REC MAINT	\$10.0000
300229	CASHPRO CONNECT REC INVOICES	\$0.0500
Total EDI Services		
Wire & Other Funds Trnsf Svcs		
300221	CASHPRO CONNECT REC ITEMS	\$0.2500
350000	CASHPRO GP ACCTS ENTITLED	\$0.0000
350000	WIRE MONTHLY SUBSCRIPTION	\$10.0000
350103	ELEC WIRE OUT-DOMESTIC	\$4.0000
350113	ELEC WIRE OUT-USD INTL	\$9.5000
350113	ELEC WIRE OUT-USD INTL-CHG OUR	\$35.0000
350120	CASHPRO ACCOUNT TRANSFER	\$1.0000
350123	ELEC WIRE OUT-BOOK DB	\$1.0000
350300	INCOMING DOMESTIC WIRE	\$1.0000
350310	INCOMING USD INTL WIRE-CHG BEN	\$5.0000
350310	INCOMING USD INTL WIRE-CHG OUR	\$0.0000
350320	BOOK CREDIT	\$1.0000
350412	WIRE ADVICE-MAIL	\$2.0000
350521	WIRE OUT-DRAWDOWN RESPONSE	\$5.5000
350550	PH OR STND ORDER TMLT STORG	\$0.5000
350599	CASHPRO GP CUST MNT TMLT STRG	\$0.5000
Total Wire & Other Funds Trnsf Svcs		
Information Services		
400052	CASHPRO ONLINE PDR ACCOUNT	\$4.0000
400055	CASHPRO ONLINE CDR ACCOUNT	\$4.0000
400110	CASHPRO CONNECT PDR ACCT	\$4.0000
400110	CASHPRO CONNECT PDR ITEM	\$0.0150
400110	CASHPRO TRANSMISSION PDR ACCT	\$1.6000
400110	CASHPRO TRANSMISSION PDR ITEM	\$0.0150
400272	CASHPRO ONLINE PDR ITEM	\$0.0150
400275	CASHPRO ONLINE CDR ITEM	\$0.0150
400299	CASHPRO ONLINE SUBSCRIPTION	\$15.0000
400299	CASHPRO REPORT EMAIL SCHEDULED	\$0.4939
400299	CASHPRO REPORTING SUBSCRIPTION	\$15.0000
400340	CASHPRO ONLINE RESEARCH ITEM	\$0.0900
400810	SWEEP ACTIVITY REPORT	\$5.0000
Total Information Services		

A Proposed Depository Analysis Statement



San Francisco, CA City & County of

TOTAL ACTIVITY CHARGES

One Time Service Charges

Depository Services

100830	SUPPLIES-BAGS,TICKETS,MISC	COST
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Total Depository Services

Paper Disbursement Services

150810	SUPPLIES-CHECKS,STAMPS	COST
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Total Paper Disbursement Services

TOTAL ONE TIME SERVICE CHARGES

Prices are valid for 90 days from receipt of this pro-forma.

Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

Confidential to Bank of America