

**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**

**Second Amendment to Agreement between the City and County of San Francisco and
Bank of America, N.A.**

THIS AMENDMENT (this “Amendment”) is made as of July 8, 2021, in San Francisco, California, by and between Banc of America Merchant Services, LLC and Bank of America, N.A. (collectively “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, and update standard contractual clauses;

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 September 25, 2013 between Contractor and City including the Merchant Processing Agreement (“MPA”) attached thereto and incorporated therein, as amended by the Amendment to MPA between the parties dated October 7, 2017 (“MPA Amendment”) together with this First Amendment dated – July 31, 2018

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. **Term of the Agreement** currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from August 15, 2013 to August 14, 2022.

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

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from August 15, 2013 to August 14, 2023.

2b. Appendix B. Section **14.12 of Appendix B: Merchant Processing Agreement** is hereby amended as follows: The requirement for the Annual Minimum Volume, described in Section 14.12, is hereby waived from July 1, 2021 through August 15, 2022. As such, the requirement of the Minimum shall not apply to Customer's annual bankcard volume requirements for the contract period of July 1, 2021 through August 15, 2022.

2c. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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.

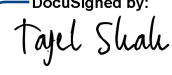
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

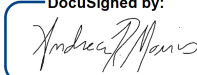
CITY

CONTRACTOR

Recommended by:

Banc of America Merchant Services, LLC

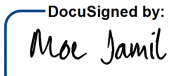
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Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer and Tax Collector

DocuSigned by:

EB28EBED41A8402
Andrea Morris
Senior Vice President
Bank of America, N.A.

City Vendor Number: 2827
City Supplier ID: 24733

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
DBDA121BAB35448
Moe Jamil
Deputy City Attorney