

FOURTH AMENDMENT
TO BANKING SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO BANKING SERVICES AGREEMENT ("Amendment #4") is made and entered into as of this ____ day of June, 2025, by and between the CITY OF FRESNO, a municipal corporation ("City" or "Client"), and BANK OF AMERICA, N.A., with offices located at 100 North Tyron Street, Charlotte, NC 29255 ("Bank").

WHEREAS, on July 1, 2018, City and Bank entered into a Banking Services Agreement, as amended, including by that certain Amendment #1 and Contract Extension letter dated April 25, 2023, and Amendment #3 dated July 1, 2024 ("Agreement"); and

WHEREAS City and Bank now desire to further amend the Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree that the Agreement be amended as follows:

1. **Definitions:** Capitalized terms used but not defined in this Amendment #4 will have the definitions and meanings given to them in the Agreement.
2. **Representations:** Each party represents and warrants to the other party that this Amendment #4 has been duly authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. **Amendment:**
 - (i) ***Term Extension. Subject to either party's right to terminate, this Agreement is extended for a period of 180 days beginning on July 1, 2025, and ending on December 28, 2025. The Term may be further extended or renewed at any time by mutual consent of the parties. Client shall notify Bank in writing of its desire to extend or renew this Agreement not less than 60 days prior to the expiration date of the Term hereof. In the event the Client and Bank fail to agree to extend or renew this Agreement prior to its expiration, Bank may, in its sole discretion, terminate any or all Services in accordance with the T&Cs Booklet or otherwise continue providing the Services thereafter; provided, however, if the Bank continues provision of the Services and the Client continues to utilize the Services without further written agreement between the Bank and Client, all Services thereafter provided shall be subject to and in accordance with the Bank's then-current form of its Global Transaction Services Terms and Conditions as available on the Bank's relevant website.***
4. **Ratification:**

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the Parties, and this Amendment #4, whose terms shall prevail in the event of any inconsistency with the Agreement, may be executed in counterparts and delivered by fax or other electronic means.
5. **Authority.** Client and Bank each represents and warrants that this Amendment #4 has been duly authorized by all necessary action and is binding on such party in accordance with its terms.
6. **Counterparts.** This Amendment #4 may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
7. **Severability.** Should any provision of this Amendment #4 be deemed illegal or otherwise unenforceable, that provision shall be severed, and the remainder of this Amendment #4 shall remain in full force and effect. The waiver of any right or election of any remedy in one instance, by either party, shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 by their duly authorized representatives as of the date first set forth above.

CITY OF FRESNO,
A municipal corporation

By: _____
Georgeanne A. White
City Manager

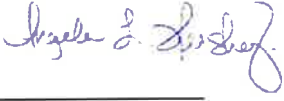
APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  7/19/25
Christine C. Charitar
Deputy City Attorney Date

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

BANK OF AMERICA N.A.
A national banking association

By: 

Name: Angela L. Hershey

Title: SVP, Sr. Client Manager

Date: 07.03.2025

By: _____

Name: _____

Title: _____

Date: _____