

**SECOND AMENDMENT TO RENEWAL AGREEMENT WITH
TSYS MERCHANT SOLUTIONS, LLC dba GLOBAL PAYMENTS, INC.**

THIS SECOND AMENDMENT to the above-referenced agreement is made and entered into on this 2nd day of May 2023, by and between TSYS Merchant Solutions, LLC, dba Global Payments, Inc. & Its Subsidiaries, a Georgia corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On December 6, 2022, the City and Consultant entered into a Renewal Agreement (A-2022-233) for debit and credit card merchant processing services, including gateway transaction integration and support services through December 31, 2025, with options to extend the term. The Agreement is current and in effect.
- B. On December 20, 2022, the parties entered into a First Amendment to the Renewal Agreement (A-2022-251) relating to card services terms & conditions for government entities (“First Amendment”).
- C. The Parties now wish to further amend the Renewal Agreement to expand the scope of services for various City departments and increase the overall compensation in light of the increased services provided by the Consultant.
- D. The parties also wish to amend the Compensation for the Renewal Agreement to cover equipment purchases.

The Parties therefore agree:

- 1. Section 1, **Scope of Services**, is hereby amended as follows:

Consultant shall provide City with the option right for Consultant to provide on-line debit and credit card and electronic fund transfer Automated Clearing House (ACH) merchant processing together with associated on-line gateway transaction integration and support services for the City’s Clariti Land Management System; the City’s CivicPlus CivicRec Parks and Recreation Reservation System; the City’s Centaman Zoo Ticketing System; the City’s 3Di Systems Rental Registry Fee Program; and provision of services contemplated by the Renewal Agreement, as amended, to additional City departments, per the Change Order Contingency sections, detailed below. Consultant shall also sell to City point of sale (POS) payment terminal equipment, necessary for purposes of cashiering for City departments, including but not limited to, the City’s Centaman Zoo Ticketing System.

- 2. Section 2, **Compensation**, is hereby amended as follows:

City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in the Merchant Application. Said compensation shall also include costs for equipment purchases and these services by including an increase in the base contract amount of \$4,000 in Fiscal Year 2022-23. The contingency amount shall be increased

by a total amount not to exceed \$363,000 during said agreement's term; allocated at \$12,000 per fiscal year period for Fiscal Years 2022-23 and 2029-30, and allocated at \$16,000 per fiscal period for Fiscal Years 2023-24 through 2028-29, to cover the cost of said optional expanded services for a combined maximum amount of \$2,022,400, which sum shall constitute the Maximum Contract Compensation Cap.

- a. The breakdown of these expendable funds by fiscal year shall be as set forth in the Contract Expenditure Table shown below:

Contract Expenditure Table

Fiscal Year	Support & Maintenance Amount	Base Contract Amount	Contingency Amount	Maximum Contract Amount
FY 2022-23	\$5,000	\$199,500	\$41,325	\$245,825
FY 2023-24	\$5,000	\$195,500	\$45,325	\$245,825
FY 2024-25	\$5,000	\$200,000	\$46,000	\$251,000
FY 2025-26	\$5,000	\$210,000	\$47,500	\$262,500
FY 2026-27	\$5,000	\$220,000	\$49,000	\$274,000
FY 2027-28	\$5,000	\$230,000	\$50,500	\$285,500
FY 2028-29	\$5,000	\$240,000	\$52,000	\$297,000
FY 2029-30	\$5,000	\$125,000	\$30,750	\$160,750
	\$40,000	\$1,620,000	\$362,400	\$2,022,400

- b. Change Order Contingency: During the term of this Agreement, City may request optional services of Consultant at mutually agreed-upon scope and fees.

1. Change Order

No extra work or services may be undertaken unless a written "Change Order" is first given by the Contract Officer or his/her designee, to Consultant, incorporating therein any material change in the scope, fees and/or administration of this Agreement proposed by City, in accordance with the Additional Work or Services provisions of this Agreement. A Change Order cannot amend this Agreement but serves to obtain different or additional services.

2. Additional Work or Services

(a) Extra Work or Services

City shall have the right at any time during the performance of the work or services set forth in this Agreement, without invalidating said Agreement or any amendments thereto, to elect to exercise any existing option specified in the Scope of Services for extra work or services or to order extra work or services directly related to the general scope of services, including third party integrations to allow City fullest access to agreed-to services and support, or to change the time or manner of delivery of any work or services pursuant to a duly executed Change Order or to expend previously appropriated, but unspent contingency funds authorized to be carried forward by the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding any annual City fiscal year compensation amount cap initially specified under the Compensation provisions of this Agreement or thereby make changes by altering, adding to or deducting from said work or services.

3. Except as modified by this Second Amendment, all terms and conditions of the Renewal Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the date and year first above written.

CITY OF SANTA ANA

ATTEST:

KRISTINE RIDGE
City Manager

Jennifer L. Hall
City Clerk

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
John M. Funk
Chief Assistant City Attorney

DocuSigned by:
David L. Green SB
B858729A465E467...
By: David Green
Title: Corporate Secretary

RECOMMENDED FOR APPROVAL:

KD
Kathryn Downs (Apr 18, 2023 13:56 PDT)

Kathryn Downs, CPA
Executive Director,
Finance and Management Services Agency

Certificate Of Completion

Envelope Id: F0854A0F6D094F0A9FF87B043E39218A

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Subject: Complete with DocuSign: City of Santa Ana - 2nd Amendment

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Michelle Sweeney

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MSweeney@tsys.com

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MSweeney@tsys.com

Signer Events

David L. Green

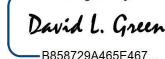
david.green@globalpay.com

Secretary

Global Payments Inc.

Security Level: Email, Account Authentication
(None)**Signature**

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David L. Green
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Sam Baldwin

sbaldwin@tsys.com

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Carl Van Laethem

carl.vanlaethem@globalpay.com

Security Level: Email, Account Authentication
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/18/2023 12:55:47 PM
Signing Complete	Security Checked	4/18/2023 12:55:54 PM
Completed	Security Checked	4/18/2023 12:55:56 PM

Payment Events	Status	Timestamps
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3-29-2023_Final_Second Amendment_TSYS-GP (270269.1) - CAO and Vendor Signed

Final Audit Report

2023-04-18

Created:	2023-04-18
By:	Kristin Andrade (kandrade@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8iESyduNWJsOxfQHHWyy_1I6vKdLE7JU

"3-29-2023_Final_Second Amendment_TSYS-GP (270269.1) - CAO and Vendor Signed" History

-  Document created by Kristin Andrade (kandrade@santa-ana.org)
2023-04-18 - 8:52:03 PM GMT- IP address: 98.153.69.210
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