



Amendment No. ~~5~~Six
To Agreement Number MA-074-12011056
For Payment Processing Services with Elavon, Inc.

This Amendment Number ~~Five-Six~~ to Agreement Number MA-074-12011056 (hereinafter "ORIGINAL AGREEMENT") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County") through the Treasurer-Tax Collector and Elavon, Inc., (hereinafter "Elavon" or "CONTRACTOR") with a place of business at 7300 Chapman Highway, Knoxville, TN 37920, which are sometimes individually referred to as "Party", or collectively to as "Parties".

RECITALS

WHEREAS, County and CONTRACTOR entered into Agreement No. MA-074-12011056 for Payment Processing services, commencing on March 6, 2012 and expiring on May 31, 2015 (hereinafter referred to as "ORIGINAL AGREEMENT"); and

WHEREAS, the ~~parties~~ Parties executed Amendment No.1 to update the pricing structure for the PCI Compliance Program, PCI Compliance Program Addendum; and

WHEREAS, the ~~parties~~ Parties executed Amendment No. 2 ~~the ORIGINAL AGREEMENT~~ to renew the Agreement for an additional two years, effective 6/1/15 through 5/31/17, in the amount not to exceed \$1,305,000.00; and

WHEREAS the Parties executed Amendment No. 3 ~~the ORIGINAL AGREEMENT~~ to renew the Agreement for an additional one year, effective June 1, 2017 through May 31, 2018, in the amount not to exceed \$250,000 with a cumulative total not-to-exceed \$1,555,000; and

WHEREAS, the ~~parties~~ Parties executed Amendment No. 4 ~~the ORIGINAL AGREEMENT~~ to renew the Agreement for an additional one year, effective June 1, 2018 through May 31, 2019, in the amount not to exceed \$1,950,000 with a cumulative total not-to-exceed \$3,505,000; and

WHEREAS, the Parties ~~now desire to amend the ORIGINAL AGREEMENT with this Amendment No. 5~~ executed Amendment No. 5 to extend the Agreement for an additional two years, effective June 1, 2019 through May 31, 2021, in the amount not-to-exceed \$ 5,300,000 with a cumulative total not-to-exceed \$ 8,805,000 and add additional terms to this contract; and

WHEREAS, the Parties now desire to amend the ORIGINAL AGREEMENT with this Amendment No. 6 to extend the Agreement for one additional two year term, effective June 1, 2021 through May 31, 2023 for an amount not-to-exceed \$5,300,000 with a cumulative total not-to-exceed amount of 14,105,000.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and CONTRACTOR agree to amend the ORIGINAL AGREEMENT as follows:

1. **Term:** The term of the Original Agreement is hereby extended for ~~an one~~ additional two years term, effective June 1, ~~2019-2021~~ through May 31, ~~2021-2023~~.
2. **Compensation & Payment:** The Parties agree that the compensation and pricing for Amendment No. ~~5-6~~ shall not exceed \$5,300,000, with a cumulative agreement total not-to-exceed \$~~814,805,105~~,000.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- ~~4. **Change of Ownership/Name, Litigation, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.~~

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

- ~~5. Except as amended herein, all other terms and conditions, including the terms of the ORIGINAL AGREEMENT and any other amendments/modifications are incorporated by this reference as if fully set forth here in and shall remain unchanged, in full force and effect.~~

Signature Page Follows*

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Elavon, Inc.*

Print Name Title

Signature Date

Print Name Title

Signature Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California
Office of Treasurer-Tax Collector

Deputy Purchasing Agent (Print Name)

Signature Date

Approved As To Form:
Office of the County Counsel
Orange County, CA

By: _____
Ronald T. Magsaysay, Deputy

Date: _____