



AMENDMENT NO. 2

Prepared for: City of Garden Grove

11222 Acacia Parkway
Garden Grove, CA 92840

Amendment Effective Date: December 1, 2020

Fidelity Information Services, LLC

601 Riverside Avenue
Jacksonville, FL 32204-2946

This Amendment No. 2 ("Amendment") is made to the Payment Services Agreement dated 4/1/2008 (as amended, "Agreement") between Fidelity Information Services, LLC as successor-in-interest to Metavante Corporation ("FIS"), and City of Garden Grove ("Client"). To the extent that the FIS party to the Agreement (including any addenda, schedule, or attachment thereto) is a subsidiary or affiliate, FIS is entering into this Amendment on behalf of such subsidiary or affiliate, and such subsidiary or affiliate has authorized the entering into of this Amendment.

AMENDED SERVICES

PayDirect

AMENDMENT DETAIL

- FIS acquisition of Metavante Corporation.** The parties further acknowledge that Fidelity National Information Services, Inc., the sole owner and parent company of Fidelity Information Services, LLC, acquired Metavante Corporation (and its subsidiaries).
- Term.** The Agreement is hereby amended to extend the current term for the Services at the pricing attached in the updated Pricing Attachment through March 31, 2024 after which the Agreement may renew in accordance with the terms of the Agreement.
- Pricing.** Pursuant to the Agreement, as amended, the parties agreed upon certain pricing terms. The parties now wish to update certain pricing to the PayDirect services, and the details of these changes are set forth in the document as the Pricing Attachment which is attached hereto and made part of this Amendment. Notwithstanding FIS' right to adjust such pricing as described in the Agreement, FIS agrees to not increase these fees during this three (3) year extension period.

All terms of the Agreement not amended by this Agreement remain in full force and effect. All fees will be settled or paid as described in the Agreement unless otherwise specified in this Amendment or the pricing attachment. In the event of a conflict or inconsistency between this Amendment and the Agreement, this Amendment controls. Capitalized words not defined in this Amendment shall have the same meaning as in the Agreement.

CITY OF GARDEN GROVE

DocuSigned by:

Signature: B4F3511E7D5F455...

Name: Scott C. Stiles

Title: City Manager

Date: 11/18/2020

FIDELITY INFORMATION SERVICES, LLC

DocuSigned by:

Signature: 2316EE1F54D6424...

Name: John Gaydac

Title: SVP, NA Merchant Services

Date: 11/18/2020



DocuSigned by:

Signature: Teresa Pomeroy
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Name: Teresa Pomeroy

Title: City Clerk

Date: 11/18/2020

DocuSigned by:

Signature: Omar Sandoval
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Name: Omar Sandoval

Title: City Attorney

Date: 11/17/2020



Pricing Attachment

Agency Funded Pricing for City of Garden Grove

FIS will provide the Client with updated Agency funded pricing option for all agencies.

Processing Services	Rate	Frequency
Credit/Debit Discount Rate	2.35%	Per Transaction
ACH/eCheck Discount Rate	\$0.19	Per Item
Settlement ACH	\$0.20	Per Batch
Application Development Services	Rate	Frequency
Initial Set-Up of Standard Application	Waived	Per Standard Application
Custom Application Development	\$2,500.00+ Hourly Rate	Per Custom Application
Voice Talent Recording (IVR)	\$1,500.00	Per IVR Application
Application Maintenance (For All Applications)	\$25.00	Per Month Per Application
Non-Standard Product Development Rate	\$250.00	Per Hour
Ancillary Services	Rate	Frequency
Telecommunication Cost (IVR Only)	\$0.09	Per Minute
Chargebacks (Credit Cards)	\$10.00	Per Occurrence
ACH and eCheck Returns (Web)	\$1.25	Per Occurrence
ACH and eCheck Returns (IVR)	\$2.50	Per Occurrence
Debit Adjustments (Debit Cards)	\$5.00	Per Occurrence
Hardware Devices - TBD	Cost +15%	Varies