

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ELAVON INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of Dec 2020,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Elavon Inc.
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on December 1, 2017, pursuant to Resolution No. 075597 of the San Mateo County Board of Supervisors, the parties entered into an Agreement for merchant card services for the County departments on December 1, 2017 with an initial term through November 30, 2020, in an amount not to exceed \$600,000 ("Agreement"); and

WHEREAS, on December 1, 2019, pursuant to Resolution No. 076690 of the San Mateo County Board of Supervisors, the parties amended the Agreement to increase the amount payable by \$300,000, to an amount not to exceed \$900,000; and

WHEREAS, the parties entered into a Second Amendment to the agreement, dated as of July 1, 2020, which further revised the scope of services under the Agreement and further increased the total amount payable under the Agreement by \$25,000, to the amount not to exceed \$925,000; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term through November 30, 2022; to further utilize the scope of services; and to increase the amount of payable under the Agreement by \$600,000 to an amount not to exceed \$1,525,000; and to extend the term of the Agreement to November 30, 2022.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Payments of the agreement are amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under the extended term of this Agreement exceed (\$1,525,000) one million five hundred twenty-five thousand dollars. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Subject to compliance with all terms and conditions, the term of this agreement shall be from December 1, 2017, through November 30, 2022.
3. All other terms and conditions of the agreement dated December 1, 2017, as amended by the amendments dated as of December 1, 2019 and July 1, 2020, between the County and Contractor, shall remain in full force and effect.

In witness of and in agreement with this Amendment to the Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ELAVON, INC.

 Timothy I. Miller
Senior Vice President
Global Credit and Risk

Contractor's Signature

Date: 9/14/20