

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
FORT BEND COUNTY TAX ASSESSOR-COLLECTOR CREDIT CARD
PROCESSING SERVICES AGREEMENT
RFP 19-023**

THIS SECOND AMENDMENT (the “Second Amendment”) is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Grant Street Group, (hereinafter “Contractor”) a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor executed the Agreement for Credit Card Processing Services on or about July 23, 2019, and as renewed on or about July 6, 2021 (collectively the “Agreement”), and incorporated fully by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed; effective July 23, 2022 and shall terminate on July 22, 2023. With the exception of pricing and as otherwise provided by this Second Amendment, the terms, conditions, and additional renewal periods shall remain the same. Any references to Attachment 2 of the Agreement (GSG Charges) are hereby deleted and replaced with the Revised Attachment 2 (GSG Charges), attached as Exhibit “I” and incorporated fully by reference.

- B. Limit of Appropriation. The Revised Attachment 2 (GSG Charges) incorporates a reimbursement fee from Contractor of \$0.25 per ACH validation to be paid by County to cover the ACH validation service costs. This service is intended to reduce ACH fraud and bring County in compliance with the new WEB Debit Account Validation Rule as promulgated by the National Automated Clearing House.

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County’s obligations under the terms and provisions of this Second Amendment; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Second Amendment is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as

amended, for the purpose of satisfying County's obligations under the terms and provisions of this Second Amendment; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Second Amendment, the sole and exclusive remedy of Contractor is to terminate this Second Amendment and the Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Second Amendment and the Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the Auditor as of the date so certified.

- C. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- D. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

- E. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

- F. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

(Execution Page Follows)

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

CONTRACTOR:



KP George
County Judge

Signature

Daniel J. Veres, Executive Vice-President
Printed Name and Title


Date

7/8/2022
Date

Attest:

Laura Richard
County Clerk

Reviewed by:



Carmen P. Turner, MPA
Tax Assessor-Collector

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Exhibit I: Revised Attachment 2 (GSG Charges)

Exhibit I

**Attachment 2
GSG Charges**

Fees

1. Card Fees

a. Online Tax

- Per transaction - MasterCard, VISA, AmEx, Discover
- Online - 2.09% service fee
- \$1.00 minimum transaction fee

b. Over-the-Counter DMV, Tax, and Miscellaneous

- Per transaction - MasterCard, VISA, AmEx, Discover
- Online - 2.09% service fee
- \$2.50 minimum transaction fee

c. PIN Debit (OTC only)

- \$2.50 per transaction

2. E-Check Fees

a. Tax

- Online - no charge (Grant Street will pass a fully formatted NACHA file to County's banking services provider for processing)
- NACHA ACH Validation

1. **The National Automated Clearing House (NACHA) has a new WEB Debit Account Validation Rule. Grant Street will provide an ACH validation service in order for County to be in compliance with the new NACHA rule. In doing so, Grant Street will assess a reimbursement fee of \$0.25 per ACH validation to County to cover the ACH validation service costs. This service is intended to reduce ACH fraud and will bring County in compliance with the new rule.*