

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
HEARTLAND PAYMENT SYSTEMS, INC.  
AND  
CITY OF FRESNO**

**THIS AMENDMENT** (the “Amendment”) to the Agreement dated October 27, 2014 (the “Agreement”) is made as of the 11<sup>th</sup> day of February, 2015 (the “Effective Date”), by and between Heartland Payment Systems, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 90 Nassau Street, 2<sup>nd</sup> floor, Princeton, New Jersey 08542 and City of Fresno (“City”). Contractor and City are collectively from time to time referred to herein as the “Parties” with each being individually referred to as a “Party.”

**WHEREAS**, City and Contractor desire to amend the Agreement and to modify Exhibit B, Fee Schedule thereof.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor agree as follows:  
*(Edits are italicized for the convenience of the reader.)*

- Replace II. OBLIGATIONS OF THE CONTRACTOR, Section 2. Credit/Debit Card Services, paragraph d, with the following:

“d. CITY authorizes CONTRACTOR to debit the CITY Designated Account in connection with:

- i. any Card transaction reversed by any card issuer or brand.
- ii. any Chargeback Card transaction that is initiated by a Citizen
- iii. any electronic check returned for any reason.
- iv. *any Convenience Fees earned by CONTRACTOR and deposited into the CITY’s Designated Account.*”

- Replace II. OBLIGATIONS OF THE CONTRACTOR, Section 2. Credit/Debit Card Services, paragraph k, with the following:

“k. CONTRACTOR shall arrange for a unique line merchant descriptor, *if applicable*, for the CITY Payment that references the name of CITY and arrange for a separate unique line merchant description for the Convenience Fee that references CONTRACTOR and the nature of the fee.”

- Replace VI. COMPENSATION/INVOICING, Section 1. Electronic Check, Credit and Debit Card Chargeback Fees and Charges, with the following:

“1. Electronic Check, Credit and Debit Card Chargeback Fees and Charges CONTRACTOR will receive fees for Services in accordance with the rates set forth on Exhibit B – Fee Schedule, which is incorporated into this Agreement by

reference. CONTRACTOR may charge a Convenience Fee for each Payment Transaction. The Convenience Fee *may be processed as a separate payment if agreed to by the parties hereto*, in addition to the corresponding CITY Payment. *(Two transactions are required for the Convenience Fee to be shown on the Citizen's statement as being paid to Heartland Payment Systems.)* The Convenience Fee will *always* be charged to Citizens *either in a single transaction or in two transactions*. During the term of this Agreement, CONTRACTOR may invoice CITY for any other amounts owed by CITY under this Agreement, including, but not limited to, Chargebacks, Chargeback fees, deposit charges, refunds, Returned Transaction Fees, and ACH debits that previously overdrawed the CITY Designated Account. Notwithstanding the foregoing, Chargeback fees and Returned Transaction Fees will be limited to a total of Five-Thousand Dollars (\$5,000) per calendar year for the term of this Agreement and any renewals thereof.”

- Replace VI. COMPENSATION/INVOICING, Section 2. Credit/Debit Card Fees, with the following:

“2. Credit/Debit Card Fees

CONTRACTOR may charge Citizens a Convenience Fee for each Card transaction processed, to be collected in addition to the corresponding CITY Payment. A schedule of the Convenience Fees for Credit/Debit card Payment Transactions is attached to this Agreement as Exhibit B – Fee Schedule. Except for any transaction costs to be paid by CITY as set forth in Exhibit B, CONTRACTOR shall not charge CITY a fee in consideration for CONTRACTOR providing the Card Services to Citizens. Enhancements to the Services or additional services not provided for in this Agreement, and any related fees payable by CITY, *which do not include Convenience Fees paid by Citizens, deposited into the CITY's Designated Account, and then remitted to CONTRACTOR*, in connection therewith, will be mutually agreed upon by CONTRACTOR and CITY by an amendment to this Agreement and at no time shall cumulatively exceed Forty-Nine Thousand Dollars (\$49,000) over the term of this Agreement and any renewals thereof.”

- Replace VI. COMPENSATION/INVOICING, Section 4. with the following:

“4. In no event shall compensation paid by CITY to CONTRACTOR under this Agreement be in excess of Forty-Nine Thousand Dollars (\$49,000) during the term of this Agreement and any renewals thereof. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR. *For clarity, the Convenience Fees paid by Citizens and deposited into the CITY's Designated Account and paid to CONTRACTOR do not constitute a payment by the CITY to CONTRACTOR pursuant to the foregoing.*”

- In Exhibit B, Fee Schedule, under Standard Convenience Fee Pricing Model, delete 1.a) and 1.b) in the entirety and replace with the following:

*1. For Payments Heartland will charge a convenience fee based on the payment type:*

*a.) For credit & debit cards a convenience fee of 2.30% per transaction in addition to the amount paid for the completed transaction made in-person, online or via IVR. (Example: A customer paying a bill of \$1,000.00 X 2.30% = \$1,023.00.)*

*b.) For E-Checks a convenience fee of \$.89 in addition to the amount paid for the completed transactions made via IVR or online. (Example: A customer paying a bill of \$1,000.00 would incur a total cost of \$1,000.00 + \$.89 = \$1,000.89.)*

- In Exhibit B, Fee Schedule, under Standard Convenience Fee Pricing Model, delete in the Convenience Fee Summary Table: Tax Payments, the fees in “Convenience Fee Assessed” in the entirety and replace pursuant to the fees provided above.
- Under Convenience Fee Summary Table: Tax Payments, add the following:

*“For clarity, the Convenience Fees paid by Citizens and deposited into the CITY’s Designated Account and paid to CONTRACTOR do not constitute a payment by the CITY to CONTRACTOR pursuant to VI. COMPENSATION/INVOICING, Section 4, of this Agreement.”*

2. This Amendment does not, and shall not be construed to, modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Amendment. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. Except as otherwise modified herein, the capitalized terms used in this Amendment shall have the meaning specified in the Agreement.

Signatures on following page.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized officers as of the Effective Date.

CITY OF FRESNO

HEARTLAND PAYMENT SYSTEMS, INC.

By: Micah Lind

By: [Signature]

Title: Controller

Title: President-Strategic Markets Group

Date: 5/21/15

Date: 5/20/15

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
BY: [Signature]  
DEPUTY CITY ATTORNEY

6.30.15

ATTEST:

YVONNE SPENCE, CMC  
CITY CLERK

By: Cindy Brewer 6/30/15  
Deputy