

AMENDMENT TO WELLS FARGO MERCHANT AGREEMENT

This Amendment (the "Amendment") to the Merchant Agreement, which includes the Merchant Processing Application, the Program Guide Form WFB2009 (the "Program Guide") and the schedules thereto and documents incorporated therein, each as amended from time to time (collectively, the "Agreement") is entered into on the last date signed below (the "Effective Date") between Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A., at P.O. Box 6079, Concord, CA 94524 (collectively, "SERVICERS"), and CITY OF DORAL, with offices located at 8401 NW 53rd Terrace, DORAL, FL 33166 (hereinafter referred to as "MERCHANT").

WITNESSETH:

WHEREAS, SERVICERS and MERCHANT have fully negotiated in good faith and agreed to revise and/or modify certain provisions of the Agreement, and now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, SERVICERS and MERCHANT agree that the terms set forth below shall be incorporated into, and become a part of, the Agreement and the parties further agree to be legally bound by the following new terms and to amend the Agreement as follows:

1. The first sentence in Section 10.3 is deleted in its entirety and replaced with the following, "Notwithstanding the above or any other provisions of this Agreement, we may terminate this Agreement at any time and for any reason by providing 30 days' advance notice to you."
2. Section 24.1 is deleted in its entirety and replaced with the following, "Our Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to its choice of law provisions)."
3. Section 24.2 is deleted in its entirety.
4. **Early Termination Fee.** Notwithstanding anything to the contrary provided in Section 41.3, the parties agree that MERCHANT shall not be obligated to pay any early termination penalties upon termination of the Agreement.
5. All other provisions of the Agreement shall remain unchanged and in full force and effect.

This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Amendment may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Amendment by all parties to the same extent that an original signature could be used.

Except as set forth herein, the terms and conditions of the Agreement shall remain in full force and effect; provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the date below.

CITY OF DORAL

WELLS FARGO MERCHANT SERVICES, L.L.C.
and WELLS FARGO BANK, N.A.

By: [Signature]
(Duly Authorized Signor)

By: [Signature]
(Duly Authorized Signor)

Title: CITY MANAGER

Title: Vice President

Print Name: EDWARD A. ROJAS

Print Name: Kenneth Jun

Date: 1/13/17

Date: 3/20/18

RESOLUTION No. 17-52

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS #2016-29 "CREDIT CARD PROCESSING SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WELLS FARGO, AS THE TOP RANKED FIRM, FOR THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF CREDIT CARD PROCESSING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued an Request for Proposal #2016-29 for "Credit Card Processing Services" (the "RFP"), and the City of Doral received six (6) submittals by the October 14, 2016 deadline, with all the firms meeting the required criteria.; and

WHEREAS, staff recommends that the City Council accept the ranking of the firms as specified herein and authorize the City Manager to negotiate and enter into an agreement for three (3) years with two (2) one (1) year options for a possible total of five (5) years with Wells Fargo to provide Credit Card Processing Services, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Rankings. The City Council hereby approves the rankings of the three (3) firm as provided by the Evaluation Committee as follows:

- | | |
|----------------|--------------|
| 1. Wells Fargo | 272.0 Points |
| 2. FIS | 265.0 Points |
| 3. Blackstone | 256.0 Points |

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate with Wells Fargo, as the top ranked firm, and enter into an agreement for three (3) years with two (2) one (1) year options for a possible total of five (5) years, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of credit card processing services. The City Manager is further hereby authorized to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with the top ranked firm. City Manager is authorized to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption.

The motion was seconded by Councilmember Rodriguez and upon being put to a vote,

the vote was as follows:

| | |
|----------------------------------|---------------------------------|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Pete Cabrera | Not Present at Time of The Vote |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 12 day of April, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY