

**SIXTH AMENDMENT TO AGREEMENT TO PROVIDE RETAIL PAYMENT PROCESSING  
SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT TO PROVIDE RETAIL PAYMENT PROCESSING SERVICES ("Sixth Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GSC ENTERPRISES, INC. D/B/A FIDELITY EXPRESS**, for-profit corporation duly organized in Texas and authorized to do business in the state of Florida (EIN# 75-1413801) ("Vendor").

**WHEREAS**, on May 6, 2015, City and Vendor entered into an Agreement to Provide Retail Payment Processing Services (the "Original Agreement"), City of Ocala Contract Number: CSO/15-007, for a term beginning May 11, 2015, and ending on August 18, 2017; and

**WHEREAS**, on July 6, 2017, City and Vendor entered into a First Amendment to the Agreement to Provide Retail Payment Processing Services to renew the term of the Original Agreement for an additional one-year term beginning August 19, 2017, and ending August 18, 2018; and

**WHEREAS**, on June 5, 2018, City and Vendor entered into a Second Amendment to the Agreement to Provide Retail Payment Processing Services to renew the term of the Original Agreement for an additional one-year term beginning August 19, 2018, and ending August 18, 2019; and

**WHEREAS**, on September 30, 2019, City and Vendor entered into a Third Amendment to the Agreement to Provide Retail Payment Processing Services to renew the term of the Original Agreement for an additional one-year term beginning August 19, 2019, and ending August 18, 2020; and

**WHEREAS**, on April 13, 2020, City and Vendor entered into a Fourth Amendment to the Agreement to Provide Retail Payment Processing Services to renew the term of the Original Agreement for an additional one-year term beginning August 19, 2020, and ending August 18, 2021; and

**WHEREAS**, on July 7, 2021, City and Vendor entered into a Fifth Amendment to the Agreement to Provide Retail Payment Processing Services to renew the term of the Original Agreement for an additional one-year term beginning August 19, 2021, and ending August 18, 2022; and

**WHEREAS**, City and Vendor wish to renew the Original Agreement, as amended, for an additional one-year term.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Sixth Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **AUGUST 19, 2022** and terminating **AUGUST 18, 2023**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional consecutive one-year terms upon written agreement between the parties.
4. **NOTICES.** All notices, certifications or communications required by this Sixth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Fidelity Express, a Division of GSC Enterprises, Inc.  
Attn: Jeff Clemmons  
1301 Main Street  
Sulphur Springs, TX 75482  
PH: 800-621-8030 ext. 4444  
FAX: 855-262-4808  
E-mail: [billeroops@fidelityexpress.com](mailto:billeroops@fidelityexpress.com)

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343 FAX: 352-690-2025  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to:

Robert W. Batsel, Jr., Esq.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-579-6536  
E-mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)

5. **COUNTERPARTS.** This Sixth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Sixth Amendment. Further, a duplicate or copy of the Sixth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Sixth Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Sixth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Sixth Amendment.

**IN WITNESS WHEREOF,** the parties have executed this Sixth Amendment on 07 / 18 / 2022.

**ATTEST:****CITY OF OCALA**

Angel B. Jacobs  
City Clerk



Peter Lee  
Interim City Manager

**Approved as to form and legality:**

**GSC ENTERPRISES, INC. D/B/A  
FIDELITY EXPRESS**



Robert W. Batsel, Jr.  
City Attorney



Signature

Marc Tafuro

Name

Director of Sales & Operations

Title

Doc ID: 44c51623949fa503b7bab58d71ac200087bc0d4b

<b>TITLE</b>	FOR SIGNATURES - Sixth Amendment to Agreement to Provide.....
<b>FILE NAME</b>	FOR SIGNATURES - ... (CSO 15-007).pdf
<b>DOCUMENT ID</b>	44c51623949fa503b7bab58d71ac200087bc0d4b
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**07 / 14 / 2022**

07:16:28 UTC-4

Sent for signature to Marc Tafuro (mtafuro@fidelityexpress.com), Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org  
IP: 216.255.240.104



VIEWED

**07 / 15 / 2022**

09:34:00 UTC-4

Viewed by Marc Tafuro (mtafuro@fidelityexpress.com)  
IP: 66.76.8.67



SIGNED

**07 / 15 / 2022**

09:35:57 UTC-4

Signed by Marc Tafuro (mtafuro@fidelityexpress.com)  
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VIEWED

**07 / 17 / 2022**

09:02:27 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55



SIGNED

**07 / 17 / 2022**

09:03:08 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55

<b>TITLE</b>	FOR SIGNATURES - Sixth Amendment to Agreement to Provide.....
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## Document History



**07 / 18 / 2022**  
07:06:50 UTC-4

Viewed by Peter Lee (plee@ocalafl.org)  
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**07 / 18 / 2022**  
07:07:08 UTC-4

Signed by Peter Lee (plee@ocalafl.org)  
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**07 / 18 / 2022**  
08:57:01 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)  
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**07 / 18 / 2022**  
08:57:10 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)  
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**07 / 18 / 2022**  
08:57:10 UTC-4

The document has been completed.