

OKLAHOMA COUNTY
BOCC

AGENDA ITEM REQUEST SHEET

FOR THE June 25, 2025 AGENDA

DEPARTMENT: Treasurer REQUESTED BY: Tammy Jones, x1324

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the Third Amendment to the Payment Processing Agreement between CSG Forte Payments, Inc. and the BOCC for the Oklahoma County Treasurer for payment processing and related products and services including but not limited to ACH, credit, and debit card processing, account verification and customer identification services. The services and any potential equipment received will be at no charge to the County, rather all fees will be passed on to constituents through credit card charges/fees. This amendment renews the initial term of our agreement for a period of (1) year commencing on July 1, 2025 and continuing through June 30, 2026. Requested by Forrest "Butch" Freeman, County Treasurer and approved as to form and legality by Aaron Etherington, Assistant District Attorney.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

**THIRD AMENDMENT
TO
PAYMENT PROCESSING AGREEMENT**

This Third Amendment to Payment Processing (the "Amendment"), is made by and between **CSG Forte Payments, Inc.**, formally known as Forte Payment Systems, Inc. ("FORTE"), and **Board of Commissioners of Oklahoma County on behalf of Oklahoma County Treasurer** ("AGENCY"). FORTE and AGENCY entered into that certain Payment Processing Agreement effective as of February 21, 2023 (CSG document no. 44257), as amended (the "Agreement"), and now desire to further amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms. Upon execution by each of AGENCY and FORTE, this Amendment shall be deemed to be effective as of July 1, 2025 (the "Amendment Effective Date").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FORTE and AGENCY agree to the following as of the Amendment Effective Date.

1. Section 5.1 or the Agreement shall be deleted in its entirety and replaced as follows:

5.1 **Term.** This Agreement shall have an initial term commencing as of February 21, 2023, and continuing through June 30, 2023 (the "Initial Term") and, pursuant to that First Amendment to Payment Processing Agreement, effective as of July 1, 2023 (CSG document no. 48009), the Agreement renewed through June 30, 2024 (the "First Renewal Term") and to that Second Amendment to Payment Processing Agreement, effective as of July 1, 2024 (CSG document no. 50709), the Agreement renewed through June 30, 2025 (the "Second Renewal Term"), and further, thereafter, shall be further renewed for an additional period of one (1) year commencing on July 1, 2025, and continuing through June 30, 2026 (the "Third Renewal Term"). Thereafter the Agreement may renew by separate written agreement between the parties. AGENCY may terminate this Agreement for convenience at any time after completion of the Initial Term by providing FORTE not less than thirty (30) days' prior written notice.

IN WITNESS WHEREOF, the parties hereto enter into this Amendment as of the Amendment Effective Date.

**BOARD OF COMMISSIONERS OF
OKLAHOMA COUNTY on behalf of
Oklahoma County Treasurer**

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County Request No. 265

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 4/30/2025 Department: Treasurer

State the nature of the legal request: Review renewal on Payment Processing Agreement
between CSG Forte Payments, Inc. and the BOCC for the Oklahoma County Treasurer for
payment processing related services including but not limited to ACH credit, and debit card
processing, account verification and customer identification services. The services and any
potential equipment received will be at no charge to the County, rather all fees will be passed on
to constituents through credit card charges/fees. This third amendment renews the initial term
of our agreement for a period of one year.

RECEIVED

APR 30 2025

CIVIL DIVISION

DISTRICT ATTORNEY

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 5/1/25

[Signature]
Assistant District Attorney