

AN ORDINANCE 2015-06-04-0491

APPROVING THE FIRST AMENDMENT AND FIRST RENEWAL AND EXTENSION WITH FROST BANK TO PROVIDE DEPOSITORY BANKING AND LOCKBOX SERVICES AND RELATED FINANCIAL SERVICES TO THE CITY OF SAN ANTONIO FOR A RENEWAL PERIOD OF TWO YEARS, COMMENCING ON JULY 1, 2015 AND ENDING ON JUNE 30, 2017; AND AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO.

* * * *

WHEREAS, pursuant to Ordinance No. 2012-04-19-0287, passed and approved on April 19, 2012, the *Depository Banking Services And Lockbox Services Contract* (“Contract”) with FROST BANK (“Frost”) was approved, under which Frost has provided banking and related services for an initial three (3) year term commencing July 1, 2012, at the City’s option to renew for one (1) additional two (2) year term under the same terms and conditions, subject to approval of the City Council; and

WHEREAS, the initial three (3) year term of the Contract expires on June 30, 2015; and

WHEREAS, City Staff has recommended that the Contract be renewed and extended for the two (2) year extension, the term of which will commence July 1, 2015, and terminate June 30, 2017; and

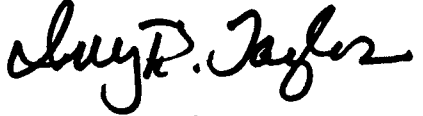
WHEREAS, City Staff has also recommended that the Contract be amended to afford the City the right and option to terminate the provision of Custodial/Trust Services under the Contract and eliminate such services and any and all fees and charges related to them from the terms and conditions of the Contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The *First Amendment And First Renewal And Extension Of Depository Banking Services And Lockbox Services Contract* (“First Amendment And First Extension”) between the City and Frost Bank is hereby approved in all things. A copy of the First Amendment And First Extension is attached hereto as **Attachment I**. The Director of Finance is hereby authorized to execute the First Amendment And First Extension on behalf of the City of San Antonio.

SECTION 2. This Ordinance shall take effect immediately if passed by eight (8) affirmative votes; otherwise this Ordinance shall take effect ten (10) days from the date of passage hereof.

PASSED and APPROVED this 4th day of June, 2015.

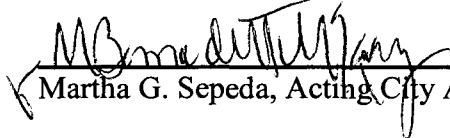

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	21A (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21A, 21B, 22A, 22B)
Date:	06/04/2015
Time:	09:47:28 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the first amendment and first renewal and extension with Frost Bank to provide depository banking and lockbox services and related financial services to the City of San Antonio for a renewal period of two years, commencing on July 1, 2015, and ending on June 30, 2017; and authorizes other matters incident and related thereto.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

A T T A C H M E N T I

**FIRST AMENDMENT
AND
FIRST RENEWAL AND EXTENSION
OF
DEPOSITORY BANKING SERVICES
AND
LOCKBOX SERVICES
CONTRACT**

This *First Amendment And First Renewal And Extension Of Depository Banking Services And Lockbox Services Contract* (“First Amendment And Extension”) is entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (hereinafter referred to as “CITY”), a Texas Home-Rule Municipal Corporation, acting by and through its City Manager, or its Chief Financial Officer, pursuant to Ordinance No. 2015-06-04-____, passed and approved April 30, 2015, and **FROST BANK** (hereinafter referred to as “DEPOSITORY”), a duly incorporated financial institution chartered by and domiciled in the State of Texas and authorized to perform depository services in this State, (formerly known as The Frost National Bank, a National Banking Association) and is as follows:

WHEREAS, pursuant to Ordinance No. 2012-04-19-0287, passed and approved on April 19, 2012, CITY’s City Council authorized the execution of a *Depository Banking Services And Lockbox Services Contract* (“Contract”) with DEPOSITORY to provide banking and related services for an initial three (3) year term commencing July 1, 2012, with the option in CITY to renew for one (1) additional two (2) year term under the same terms and conditions, subject to approval of CITY’s City Council; and

WHEREAS, the initial three (3) year term of the Contract expires on June 30, 2015; and

WHEREAS, CITY desires, and DEPOSITORY has agreed, to renew and extend the Contract for the two (2) year extension, the term of which will commence July 1, 2015, and terminate June 30, 2017; and

WHEREAS, CITY also desires, and DEPOSITORY has also agreed, to amend the Contract by adding Article XXXVI which shall contain provisions affording CITY the right and option to terminate the provision of Custodial/Trust Services under the Contract and eliminate such services and any and all fees and charges related to them from the terms and conditions of the Contract; **NOW, THEREFORE**

FIRST AMENDMENT AND FIRST RENEWAL AND EXTENSION
DEPOSITORY BANKING SERVICES AND LOCKBOX SERVICES
CONTRACT

I. FIRST AMENDMENT OF CONTRACT

1.1 The Contract is hereby amended so as to add ARTICLE XXXVI, which shall read as follows:

ARTICLE XXXVI. OPTIONAL TERMINATION OF CUSTODIAL/TRUST SERVICES

36.01 Option to Terminate: CITY shall have the right and option, in its sole, unfettered discretion, to terminate the provision of Custodial/Trust Services under this Contract and eliminate such services and any and all fees and charges related to them from the terms and conditions of this Contract.

36.02 CITY'S Exercise of Option: In order to exercise its right and option, CITY shall give DEPOSITORY written notice not less than sixty (60) calendar days prior to the date specified by CITY on which Custodial/Trust Services and any and all fees and charges related to them shall be eliminated from the terms and conditions of this Contract ("Termination Date").

36.03 DEPOSITORY'S Actions upon receipt of Notice: Upon DEPOSITORY'S receipt of the written notice from CITY described above, DEPOSITORY shall take any and all actions necessary to accomplish the elimination of Custodial/Trust Services and any and all fees and charges related to them from the terms and conditions of this Contract on the Termination Date.

36.04 Termination Date: At 5:00 P.M. Central Time on the Termination Date, Custodial/Trust Services and any and all fees and charges related to them shall be eliminated from the terms and conditions of this Contract. Fees and charges related to Custodial/Trust Services for the quarter in which the Termination Date occurs will be prorated through and as of the Termination Date.

II. FIRST RENEWAL AND EXTENSION OF CONTRACT

2.1 Pursuant to the provisions of Article V. TERM of the Contract, CITY and DEPOSITORY mutually agree to renew and extend the term of the Contract, as amended pursuant to Article I above, for a period of two years, commencing July 1, 2015, and ending June 30, 2017.

III. REMAINDER OF CONTRACT UNCHANGED AND IN FULL FORCE AND EFFECT

3.1 The terms and conditions of the Contract, as amended pursuant to Article I above, shall remain unchanged and in full force and effect during its extended term.

IV. CONFLICT PROVISIONS

4.1 In the event of conflict between any provision(s) in the Contract and any provision(s) in Article I of this document, the provision(s) in Article I of this document shall control and prevail.

EXECUTED this the _____ day of _____, 2015, to be effective April 30, 2015.

CITY:
CITY OF SAN ANTONIO, TEXAS

DEPOSITORY:
FROST BANK

BY: _____
Troy Elliott, CPA
Finance Director

BY: _____
Tom Frost, III
Executive Vice President

Approved as to Form:

Robert K. Nordhaus
Assistant City Attorney