

AN ORDINANCE 2017-06-15-0452

APPROVING A CONTRACT AMENDMENT REGARDING THE MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT WITH PAYMENTECH LLC AND JPMORGAN CHASE BANK, N.A. TO EXTEND ITS TERM FOR AN ADDITIONAL TWO YEARS ENDING JUNE 30, 2019 WITH AN OPTIONAL ADDITIONAL ONE YEAR EXTENSION TO END JUNE 30, 2020; AND APPROVING TWO NEW FEES THAT WILL BE INCORPORATED INTO THE AMENDED AGREEMENT.

* * * *

WHEREAS, pursuant to Ordinance No. 2012-06-21-0520, passed and approved on June 21, 2012, the *Merchant Payment Instrument Processing Agreement* (“Agreement”) with JPMORGAN CHASE BANK, N.A. and PAYMENTECH, LLC (“Chase Paymentech”) was approved, under which Chase Paymentech has provided merchant banking services for an initial three (3) year term commencing July 1, 2012, with the option in the City 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, pursuant to Ordinance No. 2015-06-04-0492, passed and approved June 4, 2015, the Agreement was extended for its two (2) year renewal term beginning July 1, 2015 and ending June 30, 2017; and

WHEREAS, City Staff has recommended that the Agreement be amended to provide for (a) one (1) additional two (2) year renewal term that will begin July 1, 2017 and end June 30, 2019 and (b) one (1) optional additional one (1) year term that would begin July 1, 2019 and end June 30, 2020, and as so amended, that the Agreement be extended for the two (2) year renewal term that will begin July 1, 2017 and end June 30, 2019; and

WHEREAS, City Staff has also recommended that the Agreement be further amended to provide for two new fees for new services that will be utilized by the City during remaining term of the Agreement, which fees and their purpose are as follows:

1. A \$0.15 Hosted Pay Page Transaction Fee (the “Hosted Pay Page Transaction Fee”) as part of the development of the online payment portal and kiosk for the Library Public Printing Project; and
2. A Wireless Fee of \$25 monthly per merchant account for the processing of credit card transactions via wireless terminals in connection with the Downtown Parking Project; and

WHEREAS, upon consideration and deliberation of the matter, the City Council has determined that it is in the best interest of the City to accept and follow all of the City Staff recommendations set out above; **NOW THEREFORE:**

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

SECTION 1. The *June 2017 Amendment to Merchant Payment Instrument Processing Agreement* (“Second Extension”) between the City and Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A. is hereby approved in all things. A copy of the Second Extension is attached hereto as **Attachment I**. The Second Extension also provides for the \$0.15 Hosted Pay Page Transaction Fee in connection with the Library Public Printing Project. The Deputy Chief Financial Officer or his designee is hereby authorized to execute the Second Extension on behalf of the City of San Antonio. The Deputy Chief Financial Officer or his designee is hereby further authorized to execute any and all further instruments and/or documents approved by the City Attorney that are determined to be necessary in order to implement the Hosted Pay Page Amendment.

SECTION 2. The *Fees / Entitlement Amendment to the Merchant Application & Agreement* that provides for a Wireless Fee of \$25 monthly per merchant account in connection with the Downtown Parking Project (the “Downtown Parking Project Amendment”) is hereby approved in all things. A copy of the Downtown Parking Project Amendment is attached hereto as **Attachment II**. The Deputy Chief Financial Officer or his designee is hereby authorized to execute the Downtown Parking Project Amendment on behalf of the City of San Antonio. Any and all actions heretofore taken on behalf of the City with regard to the Downtown Parking Project Amendment are hereby ratified and confirmed in all things.

SECTION 3. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors. All expenditures will be in accordance with the Fiscal Year 2017 and subsequent budgets that fall within the term period of this contract approved by City Council.

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SECTION 4. 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 15th day of June, 2017.

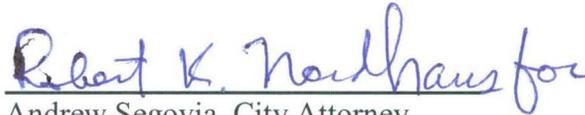

M A Y O R
Ivy R. Taylor *for*

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	24 (in consent vote: 4, 5, 6, 7, 9, 10, 11A, 11B, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35A, 35B)						
Date:	06/15/2017						
Time:	09:32:16 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving a contract amendment regarding the Merchant Payment Instrument Processing Agreement with Paymentech LLC and JPMorgan Chase Bank, N.A. to extend its term for an additional two years ending June 30, 2019 with an optional additional one year extension to end June 30, 2020; and approving two new fees that will be incorporated into the amended Agreement [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	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				
Ana E. Sandoval	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

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A T T A C H M E N T I

PAYMENTECH, LLC
JUNE 2017 Amendment to
MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT

MERCHANT NAME: CITY OF SAN ANTONIO

This June 2017 Amendment to the Merchant Payment Instrument Processing Agreement (the "Amendment") amends and attaches to the Merchant Payment Instrument Processing Agreement, dated on or about July 31, 2012, as may have been amended (the "Agreement"), between Paymentech, LLC, (or its predecessor in interest; "Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Member"), and the merchant(s) whose signature(s) appear below (all merchants hereto collectively referred to herein as "Merchant"). This Amendment is dated as of the date last signed below (the "Effective Date"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Agreement. All references to section numbers herein shall refer to the corresponding section of the Agreement. To the extent that any conflict or inconsistency exists between the terms of this Amendment and the Agreement, the terms of this Amendment will control.

1. EXTENSION OF TERM:

Section 10.1 of the Agreement is hereby amended to provide that the term of the Agreement is extended to run through June 30, 2019. Merchant shall have the right to renew or extend this Agreement for one (1) additional one (1) year term under the same terms and conditions of this Agreement contingent on Merchant's City Council approval to exercise such option. If Merchant intends not to renew this Agreement after June 30, 2019 then Merchant agrees to provide Paymentech notice of such intent no less than ninety (90) days prior to June 30, 2019. In the event Merchant fails to provide such notice of intent to renew then the Agreement shall be deemed to have renewed for an additional one (1) year term.

2. NEW PRICING.

Your pricing shall be modified in accordance with the selection below:

The fees for one or more of the services specified on your pricing schedule shall be modified in accordance with the following table. Only the fees described in "Description of Service" below are hereby added to reflect the fees. All other fees in the existing Schedule A shall continue in full force and effect and are unchanged by this Amendment.

Description of Service	Fee:
Hosted Pay Page Transaction Fee	\$.15

3. CONTINUED EFFECT: Except to the extent amended hereby, all terms, provisions and conditions of the Agreement are hereby ratified and shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

This Amendment shall be effective on the Effective Date.

Agreed and Accepted by:

CITY OF SAN ANTONIO
MERCHANT LEGAL NAME (Print or Type)
111 SOLEDAD ST., SAN ANTONIO, TX 78205-2230
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Frillici/mj/053017

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: David Miller

Title: Vice President, Credit Operations

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

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A T T A C H M E N T I I



**FEES / ENTITLEMENT AMENDMENT TO THE
MERCHANT APPLICATION & AGREEMENT**

This AMENDMENT TO THE MERCHANT APPLICATION AND AGREEMENT (the "Amendment") is dated as of the date last signed below (the "Effective Date") and hereby amends, is attached to and forms a part of that certain Merchant Application and Agreement dated on or about April 14, 2017, between Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Member"), and CITY OF SAN ANTONIO ("Merchant"), as may have been amended (the "Agreement"). Terms not otherwise defined herein have the meanings ascribed to them in the Agreement. To the extent that any conflict or inconsistency exists between the terms of this Amendment and the Agreement, the terms of this Amendment will control.

"Paymentech", "we", "us" or "our":

"Merchant", "you" or "your":

Paymentech, LLC

Merchant ID: 5904481, 5904424 & 5904474

1. ADDITIONAL FEE / ENTITLEMENT:

The fees for one or more of the services specified on your pricing schedule shall be modified in accordance with the following table:

Description of Service <i>[State exactly as stated on your pricing schedule]</i>	Fee:
American Express Authorization Fee Service Entitlement Number: _____ <i>[If received directly from American Express]</i>	\$ _____
Batch Settlement Fee	\$ _____
Discover Authorization Fee	\$ _____
Electronic Benefits Transfer (EBT) Service Entitlement Number: _____ <i>[As received from State Entity]</i>	\$ _____
Hosted Pay Page Transaction Fee	\$ _____
JCB Authorization Fee	\$ _____
Online Reporting Fee	\$ _____
Orbital Monthly Fee	\$ _____
PIN Debit (interchange pass through plus)	\$ _____
Pin Pad Encryption Fee	\$ _____
Private Label Authorizations Fee	\$ _____
NetConnect One Time Set-up Fee	\$ _____
NetConnect Dial Backup Fee	\$ _____

Net Connect is a product that utilizes the Internet for the transmission to us of your Sales Data. We cannot and will not be responsible for the reliability or security of your transmission to us while they are in transit to us via the Internet. We strongly recommend that you maintain a dial back-up option to us for transmission of Sales Data for use during periods when your Internet connection is unavailable. Transactions sent to us via a dial back-up option during such periods will be billed an additional \$0.015 per transaction for increased communication costs.

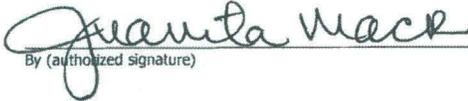
Print Statement Fee	\$ _____
Safetech Encryption Item Fee	\$ _____
Encryption Monthly Fee	\$ _____
Safetech Tokenization per Item Fee	\$ _____
Tokenization Monthly Fee	\$ _____
Statement Fee	\$ _____
Voyager Authorization Fee	\$ _____
WEX Authorization Fee	\$ _____
Wireless One Time Set-Up Fee	\$ _____
Wireless Monthly Fee	\$25 TID Count: 2 MID(5904481)
	\$25 TID Count: 2 MID(5904424)
	\$25 TID Count: 2 MID(5904474)

2. **CONTINUED EFFECT:** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, including Schedule A, are hereby ratified and shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms. Without limiting the foregoing, and for the sake of clarity, it is acknowledged and agreed that, where no fee is specified for any service described above, the fee for such service shall be and remain as specified in the Agreement, including Schedule A.

This Amendment shall be effective on the Effective Date.
Agreed and Accepted by:

CITY OF SAN ANTONIO
MERCHANT LEGAL NAME (Print or Type)

111 SOLEDAD ST., SAN ANTONIO, TX 78205
Address (Print or Type)


By (authorized signature)

JUANITA MACK
By, Name, Title (Print or Type)

4/17/17
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 14221 Dallas Parkway, Dallas TX, 75254