

City of Houston, Texas Ordinance No. 2020-783

AN ORDINANCE APPROVING AND AUTHORIZING A FOURTH AMENDMENT TO THE AGREEMENT FOR CREDIT CARD PROCESSING SERVICES BETWEEN THE CITY OF HOUSTON AND WELLS FARGO BANK, N.A. AND WELLS FARGO MERCHANT SERVICES, LLC; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 16th day of September, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 22 2020.

Art J. Hanief

 City Secretary

(Prepared by Legal Dept. *Lore P. Nguyen*)
 (LPN:ln 7/27/2020 Sr. Assistant City Attorney
 (Requested by Tantri Emo, Director, Finance Department)
 (L.D. File No. 037-10-00056-006)

G:\CONTRACT\LPN\ORDINANCES\Wells Fargo_Credit Card Processing_Fourth Amendmt.doc

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
 REVIEW
 DATE: **SEP 22 2020**

FOURTH AMENDMENT

TO

AGREEMENT FOR CREDIT CARD PROCESSING SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CREDIT CARD PROCESSING SERVICES (the "Fourth Amendment") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas, and **WELLS FARGO BANK, N.A. and WELLS FARGO MERCHANT SERVICES, LLC** ("Contractor"), a Delaware company doing business in the State of Texas.

WITNESSETH

WHEREAS, pursuant to Ordinance No. 2010-0727, passed and adopted by City Council on September 15th, 2010, the City entered into an agreement with Contractor to provide credit card processing services for various City departments (Contract No. C73974) (the "Original Agreement"); and

WHEREAS, pursuant to Ordinance No. 2016-0553, passed and adopted by City Council on July 6, 2016, the City and Contractor amended Exhibit "B" to the Original Agreement to revise Contractor's Processing Fees (the "First Amendment"); and

WHEREAS, pursuant to Ordinance No. 2018-0697, passed and adopted by City Council on September 5, 2018, the City and Contractor amended the Original Agreement, as amended, to extend its term to October 3, 2019 (the "Second Amendment"); and

WHEREAS, pursuant to Ordinance No. 2019-0660, passed and adopted by City Council on September 4, 2019, the City and Contractor amended the Original Agreement, as amended, to extend its term to October 3, 2020 (the "Third Amendment"); and

WHEREAS, the City and Contractor now desire to amend the Original Agreement, as amended, to further extend its term to October 3, 2021 while the City is evaluating proposals for a new contract.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement, as amended, and this Fourth Amendment, the City and Contractor agree as follows:

I.

1) Section V.A. Contract Term, as amended, is hereby deleted in its entirety and substituted in its place with the following:

“A. Contract Term

This Agreement is effective on the Countersignature Date of the Original Agreement, as amended, and remains in effect until October 3, 2021, unless sooner terminated under this Agreement.”

2) Section V.B. Renewals, as amended, is hereby deleted in its entirety and substituted in its place with the following:

“B. Renewals

No renewals shall be permitted beyond October 3, 2021.”

II

In the event of a conflict between the Original Agreement, as amended, and the Fourth Amendment, this Fourth Amendment shall prevail.

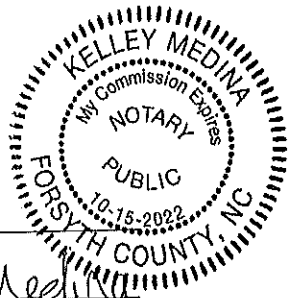
III.

All other terms and conditions of the Original Agreement, as amended, except as amended further by this Fourth Amendment, shall continue in full force and effect.

Signatures

The Parties have executed this Fourth Amendment in multiple copies, each of which is an original. Each person signing this Fourth Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Fourth Amendment. Each Party represents and warrants to the other that the execution and delivery of this Fourth Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the Fourth Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Fourth Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

WITNESS/SEAL:



By: [Signature]
Name: Kelley Medina
County: Forsyth, North Carolina
Title: Broker/Notary

Notary Signature: [Signature]
Commission Expires: 10-15-2022
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Corby Gordon

**WELLS FARGO BANK, N.A. and
WELLS FARGO MERCHANT
SERVICES, LLC**

By: [Signature]
Name: Corby Gordon
Title: Senior Vice President

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

[Signature]
Director, Finance Department

COUNTERSIGNED BY:

City Controller

[Signature]
Chief Procurement Officer

DATE COUNTERSIGNED:

DocuSigned by:
APPROVED AS TO FORM:

[Signature]
80ACA839197C41D...

Sr. Assistant City Attorney
L.D. File No. 0371000056006