

City of Houston, Texas Ordinance No. 2020-817

**AN ORDINANCE APPROVING AND AUTHORIZING A SEVENTH AMENDMENT TO THE PAY CONNEXION SERVICE TERMS CONTRACT BETWEEN THE CITY AND JPMORGAN CHASE BANK, N.A.; 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 23rd 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 29 2020.

*Pat J. Harrel*  
 \_\_\_\_\_  
 City Secretary

(Prepared by Legal Dept. *Lam P. Nguyen*)  
 (LPN:ln 7/27/2020) Sr. Assistant City Attorney  
 (Requested by Tantri Emo, Director, Finance Department)  
 (L.D. File No. 370800094009)

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AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		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 29 2020**

**SEVENTH AMENDMENT**

**TO**

**PAY CONNEXION SERVICE TERMS AGREEMENT**

**THIS SEVENTH AMENDMENT TO THE PAY CONNEXION SERVICE TERMS AGREEMENT** (this “Seventh Amendment”) is effective as of the date countersigned by the City Controller herein (“Effective Date”), and amends and modifies (i) that certain Pay Connexion Service Terms between JPMorgan Chase Bank, N.A. (the “Bank”) and the City of Houston, Texas (“Public Sector Entity”), (the “Pay Connexion Service Agreement”), as amended, and (ii) the related Submitter Merchant Payment Processing Instructions and Guidelines (attached to the Pay Connexion Agreement as Exhibit C) between Paymentech, LLC and the Public Sector Entity, as amended (the “Paymentech Agreement”, and collectively with the Pay Connexion Agreement, the “Service Agreement - Contract No. C73154”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

**WHEREAS**, the Service Agreement provides for the processing and funding of payment transactions by Paymentech and Bank for the Public Sector Entity, together with associated Convenience Fees transactions charged by Public Sector Entity to the Payor, which are retained by Bank as compensation for providing the Services; and

**WHEREAS**, the parties now desire to amend the Service Agreement, as amended, to extend its term to October 3, 2021 while Public Sector Entity is evaluating proposals for a new contract.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Service Agreement, as amended, and this Seventh Amendment, Public Sector Entity and the Bank agree as follows:

**I.**

1) Section 7.1 Term of the Service Agreement, as amended, is hereby deleted in its entirety and substituted in its place with the following:

“7.1 Term. These Service Terms will be effective on the Effective Date and continuing through October 3, 2021, unless (a) terminated earlier as set forth below, or (b) either party notifies the other of its desire to terminate the Service Terms at least sixty (60) days prior to the expiration of the above term.”

II

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

III.

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

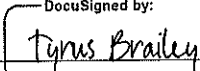
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**Signatures**

The Parties have executed this Seventh Amendment in multiple copies, each of which is an original. Each person signing this Seventh Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Seventh Amendment. Each Party represents and warrants to the other that the execution and delivery of this Seventh Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the Seventh 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 Seventh 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.

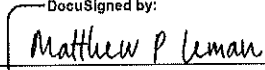
**JPMorgan Chase Bank, N.A.**

**City of Houston, Texas**

By:   
DocuSigned by:  
94023760AE3C458...  
Name: Tyrus Brailey  
Title: Authorized Officer

By: \_\_\_\_\_  
Mayor

**Paymentech, LLC**

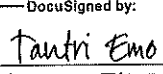
By:   
DocuSigned by:  
65B63C5B773145E...  
Name: Matthew P Leman  
Title: Executive Director

ATTEST/SEAL:

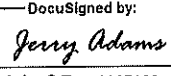
\_\_\_\_\_  
City Secretary

APPROVED BY:

COUNTERSIGNED BY:

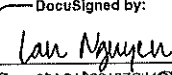
  
DocuSigned by:  
57206503441457  
Director, Finance Department

\_\_\_\_\_  
City Controller

  
DocuSigned by:  
20374428417681  
Chief Procurement Officer

\_\_\_\_\_  
Date Countersigned

APPROVED AS TO FORM:

  
DocuSigned by:  
Sr. Assistant City Attorney  
L. D. File No. 0370800094009