

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **PAYMENTECH LLC**, whose address is 8181 Communications Parkway Plano, TX 75024 ("Paymentech") and **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Member"),

WITNESSETH:

WHEREAS, the City, Member, and Paymentech previously entered into an Agreement dated April 22, 2015 as amended by Amendatory Agreement dated March 13, 2018 and Second Amendatory Agreement dated December 30, 2020 (collectively, the "Agreement") relating to processing of City credit card transactions through Member; and

WHEREAS, the City has determined to extend the Agreement on the month to month basis as currently permitted under the Agreement; and

WHEREAS, the utilization of the monthly extended term will require an increase in the contract Maximum Contract Amount;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 18 of the Agreement, entitled "Compensation and Payment," is amended to read as follows:

18. **COMPENSATION AND PAYMENT.**

(a) **Fee:** Paymentech's compensation for its services rendered and costs incurred under this Agreement from the City, if all Renewal Terms are effected, during the Term shall not exceed Ninety Million Dollars (\$90,000,000.00) and, unless otherwise agreed to in writing by the parties. Fee amounts billed may not exceed the rates set forth in **Exhibits A, A-1 and A-2** as applicable.

(b) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, if all Renewal Terms are effected under the Term shall not exceed Ninety Million Dollars (\$90,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Paymentech beyond that specifically described herein. Any services performed beyond those set forth therein are performed at Paymentech's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into

the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code or specified in the Agreement.

(3) At any time during the Term, Paymentech may request an amendment to this Agreement to modify the Maximum Contract Amount.

2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.

Contract Control Number: FINAN-202055923-03 [201520122-03]
Contractor Name: PAYMENTECH LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202055923-03 [201520122-03]
PAYMENTECH LLC

DocuSigned by:
By: Vincent T Walker
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Name: vincent T walker
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)