

## ORDINANCE

**APPROVING A CONTRACT AMENDMENT TO THE DEPOSITORY BANKING AND LOCKBOX SERVICES CONTACT WITH FROST BANK TO ADD SMART SAFE CASH MANAGEMENT SERVICES AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LOOMIS ARMORED US, LLC TO PROVIDE THE SMART SAFE CASH MANAGEMENT SERVICES AS PROVIDED THROUGH THE CONTRACT WITH FROST BANK AS AMENDED FOR AN ESTIMATED AMOUNT OF \$387,913 WITH AN EFFECTIVE DATE OF JULY 1, 2025 AND TERMINATING MARCH 31, 2028.**

\* \* \* \*

**WHEREAS**, the City of San Antonio, Texas (the *City*), by Ordinance No. 2022-12-15-0979 adopted by the City Council on December 15, 2022, approved the execution of the contract between the City and Frost Bank for depository banking and lockbox services and related financial services for a period of three (3) years, commencing on April 1, 2023, through March 31, 2026, with an option to renew for one (1) additional two (2) year period; and

**WHEREAS**, depository banking services include collecting and disbursing the City's funds, providing timely and reader-friendly reports, implementing security measures to protect and assist the City with its fiduciary responsibilities with respect to financial assets, providing online cash management techniques, as well as other financial services including, but not limited to, custodial, safekeeping, trust, escrow, and commercial services. Lockbox services include collecting, processing, and depositing the City's receivables directly through a designated post office box; and

**WHEREAS**, all items collected during the business day are deposited on a same-day basis, with same-day reporting available through electronic transmission; and

**WHEREAS**, the purpose of this contract amendment is to add Smart Safe Cash Management services to the Frost Bank contract which will assist the City in the collection of cash deposits by various City locations/departments; and

**WHEREAS**, as part of this transition, all locations/departments currently receiving armored car services in the City were evaluated to see if they would require Smart Safe Cash Management services or if other collection alternatives could be utilized to meet the needs of the departments and as a result, the number of City locations utilizing the services was reduced from fifty-two to seventeen; and

**WHEREAS**, the City will contract with Loomis to provide Smart Safe Cash Management Services including installing Smart Safes at selected City locations which will streamline the cash-handling process, secure deposits and provide faster funds availability. Other services will be coordinated with City departments and implemented in coordination with the contract with Loomis; and

**WHEREAS**, the term of the contract with Loomis will be effective starting July 1, 2025, which will allow Loomis to provide traditional cash in transit armored car services through the implementation period of the Smart Safes. Once the implementation period is completed, the

contract will be in effect through March 31, 2028, assuming the option for renewal of one (1) additional two (2) year period with Frost Bank is effectuated; **NOW, THEREFORE:**

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

**SECTION 1.** The City hereby approves the First Amendment to the Depository Banking Services and Lockbox Services Contract (the *Amended Contract*) with Frost Bank. The terms and conditions of the Amended Contract, a true and correct copy of which is attached hereto as **Exhibit A**, are hereby authorized and approved. The City Manager, the City Manager's designee, and/or the City's Chief Financial Officer or his designee, and/or the Deputy Chief Financial Officer or his designee, acting on behalf of the City, are hereby authorized to execute and enter into the Amended Contract in substantially the form set forth in **Exhibit A** hereto.

**SECTION 2.** The City hereby approves the Loomis Safepoint Agreement (the *Loomis Agreement*) with Loomis Armored US, LLC. The terms and conditions of the Loomis Agreement, a true and correct copy of which is attached hereto as **Exhibit B**, are hereby authorized and approved. The City Manager, the City Manager's designee, and/or the City's Chief Financial Officer or his designee, and/or the Deputy Chief Financial Officer or his designee, acting on behalf of the City, are hereby authorized to execute and enter into the Loomis Agreement in substantially the form set forth in **Exhibit B** hereto.

**SECTION 3.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

**SECTION 4.** All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

**SECTION 5.** This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 6.** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 7.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 8.** Funding in the amount of \$1,633.50 for this ordinance is available in Fund 11001000, Cost Center 1703010002 and General Ledger 5205050 as part of the Fiscal Year 2025 Adopted Budget approved by City Council.

**SECTION 9.** Funding in the amount of \$1,287.00 for this ordinance is available in Fund 11001000, Cost Center 170607001 and General Ledger 5205050 as part of the Fiscal Year 2025 Adopted Budget approved by City Council.

**SECTION 10.** Funding in the amount of \$2,145.00 for this ordinance is available in Fund 11001000, Cost Center 2614120001 and General Ledger 5205050 as part of the Fiscal Year 2025 Adopted Budget approved by City Council.

**SECTION 11.** Funding in the amount of \$1,221.00 for this ordinance is available in Fund 11001000, Cost Center 402010001 and General Ledger 5205050 as part of the Fiscal Year 2025 Adopted Budget approved by City Council.

**SECTION 12.** Additional funding is contingent upon City Council approval of the Fiscal Year 2026 and subsequent budgets that fall within the contract terms of this ordinance.

**SECTION 13.** Payment is authorized to Frost Bank and Loomis Armored US, LLC and should be encumbered with a purchase order.

**SECTION 14.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 15.** The effective date of this Ordinance shall be governed by the provisions of Sections 1-15 of the City Code of San Antonio, Texas. This Ordinance shall take effect immediately if passed by eight (8) affirmative votes; otherwise, this Ordinance shall take effect 10 days from the date of passage.

**PASSED and APPROVED** this 12<sup>th</sup> day of June, 2025.

**M A Y O R**

Ron Nirenburg

**ATTEST:**

**APPROVED AS TO FORM:**

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Debbie Racca-Sittre, City Clerk

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Andrew Segovia, City Attorney