

Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Recommendation for Approval of an Extension to a Non-Competitive Legacy Contract
for Electronic Payment Services and an Increase in the Card Services Convenience Fee

Amended
Agenda Item No. 8(O)(3)

Resolution No. R-241-25

At the February 12, 2025 Appropriations Committee, the item was amended to remove the proposed fee increase. The Contract will be extended for one year with two one-year options to renew, subject to the vendor's approval. Conforming changes were made to the title of the resolution.

Executive Summary

This item seeks approval from the Board of County Commissioners (the "Board") for an extension to a non-competitive legacy contract with ACI Payments, Inc. ("ACI") (formerly Princeton eCom Corporation), the Miami-Dade Water and Sewer Department's ("WASD's") merchant services provider for electronic payment processing services. This Amendment is necessary to ensure the sustainability and efficiency of the payment processing services offered by WASD while Miami-Dade County (the "County") works on an upgrade of its Customer Care and billing system over the next year. The new billing system will include new payment processing options and software to enhance customer service and operational efficiencies which will ultimately reduce costs for our customers. However, in the meantime, the existing relationship with ACI must be maintained to allow customers to continue utilizing credit cards to pay their WASD bills.

The "County's Master Services Agreement with ACI (the "Agreement") will be extended through execution of the Fifth Amendment to the Agreement (the "Amendment"), which will extend the term by an additional year and will allow the County to exercise up to two (2) one-year options to renew ("OTRs"). The Amendment will also adjust the card services convenience fee from \$3.95 to \$4.49 per transaction for WASD customers who make credit card payments for utility fees and services processed through the ACI Speedpay bill payment solution. The County does not pay ACI for this credit card processing service. The proposed service fee increase by ACI will take effect on September 22, 2024. Since the inception of the County's partnership with ACI in 2003, the card services convenience fee has remained at \$3.95. A copy of the Amendment is attached hereto as Exhibit A.

Recommendation

It is recommended that the Board approve this request for an extension of the non-competitive legacy contract with ACI by authorizing the County Mayor or County Mayor's designee to execute the Amendment to the Agreement. Approval of this Amendment will enable the County to continue to provide a high quality of service to WASD customers who utilize credit cards to pay for their utility fees and services while the County works on an overhaul of its Customer Care and billing system.

Scope

The scope of the Amendment is countywide.

Fiscal Impact/ Funding Source

Although WASD customers will see a slight increase in the convenience fee charged by ACI for processing credit card payments used to pay WASD bills, there will be no fiscal impact to the County with the approval of this Amendment.

Track Record/Monitoring

WASD's Chief Financial Officer Frances G. Morris will oversee the implementation of the Amendment.

Delegated Authority

This item authorizes the County Mayor or County Mayor's designee to execute the Amendment to the Master Services Agreement with ACI, to exercise any and all rights conferred therein, and, if necessary, to exercise the two (2) one-year OTRs.

Background

On May 3, 2003, the County entered into the Agreement with Princeton eCom Corporation, now known as ACI, for the provision of electronic collection processing services. Under the Agreement, ACI has been providing WASD with a range of services, including Electronic Check Services for personal and business checking and savings accounts; Credit Card Services, including VISA and MasterCard; Debit Card Services; and Point-of-Sale (POS) services for over-the-counter transactions facilitated through a virtual terminal application.

Throughout the years, several amendments and updates have been made to the Agreement. In February 2004, an amendment to the electronic invoice payment agreement, which is a subcontract to the Agreement, was enacted to incorporate ePaybill Services. ePaybill Services entails submitting electronic bills to customers and processing payments electronically via the internet.

In November 2004, the County entered into Schedule 3 to the Agreement in order to allow for Convenience Pay Services, which provides a website and user interface that enables payers to remit payments through credit card and electronic (ACH) payments using eCom for amounts owed to WASD.

In August 2006, an Amendment to Schedule 3 of the Agreement was executed that allowed WASD customers to utilize ATM and debit cards to pay their WASD bills.

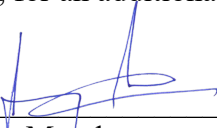
In September 2014, the parties executed the Third Amendment to the Agreement, which introduced Point-of-Sale services that enabled over-the-counter payment capabilities.

Most recently, in May 2017, the parties entered into the Fourth Amendment to the Agreement, which clarified the services being provided by ACI and the rates charged.

Continuation of the Agreement with ACI for the next one to three years is necessary to ensure continuity of maintenance and support services for the County's customers who utilize the credit card services provided by ACI while the County is working to overhaul its Customer Care and billing services software. ACI's electronic payment services have worked well for WASD's customers over the years and, at this time, ACI is the only vendor who can provide these services with WASD's current billing system. Given ACI's long-standing relationship with the County and deep integration into the existing infrastructure,

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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transitioning to a new vendor would likely cause significant operational disruptions, delays, and additional costs associated with system integration, testing, and training. Furthermore, ACI has demonstrated its ability to handle sensitive payment information in compliance with all relevant security standards, which is critical for maintaining customer trust during this period of change. Accordingly, it is in the County's best interest to continue this legacy contract, pursuant to section 2-8.1(b)(2) of the Miami-Dade County Code, for an additional one to three years.



Jimmy Morales
Chief Operating Officer

FIFTH AMENDMENT TO MASTER SERVICES AGREEMENT

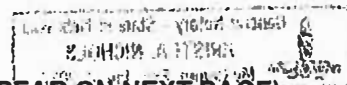
This **Fifth Amendment** (including the Schedules attached hereto, this "Amendment") amends that certain Master Services Agreement dated May 3, 2003 (as amended, the "Agreement") by and between **ACI PAYMENTS, INC.** (successor in interest to Official Payments Corporation; a wholly-owned subsidiary of ACI Worldwide Corp., successor in interest to Online Resources Corporation, successor in interest to Princeton ORCC Corporation, successor in interest to Princeton eCom Corporation) ("ACI"), and Miami-Dade County through the **MIAMI-DADE WATER AND SEWER DEPARTMENT** ("Client"), and is executed and entered into by ACI and Client (together, the "Parties") effective as of the last date set forth in the signature block below (the "Amendment Effective Date").

SECTION 1. MODIFICATIONS TO AGREEMENT

- 1.1. **ACI References.** All references in the Agreement to "OPAY" or "Official Payments" shall be amended to "ACI".
- 1.2. **Term.** Notwithstanding anything in Section 4.1 of the Agreement to the contrary, the term of the Agreement shall be extended for one (1) year from and after the last day of the existing Renewal Term ("**Extension Term**", together with Renewal Extension Terms, the "**Term**"). The Client may elect to extend the Term for two (2) successive one (1) year renewal terms (each a "**Renewal Extension Term**") by providing written notice to ACI of its decision to extend the Agreement no later than thirty (30) days prior to the expiration of the Extension Term or the Renewal Extension Term. Notwithstanding the foregoing, either Party may give the other written notice of non-renewal at least ninety (90) days prior to the end of the Extension Term or then-current Renewal Extension Term.
- 1.3. **Fees.** The "Service Fee -- Card Payments" per Transaction fee of \$3.95 set forth on **Exhibit A to Schedules 1 and 2** to the Agreement shall be updated to reflect \$4.49 per Transaction.

SECTION 2. EFFECTIVENESS OF AGREEMENT

Unless otherwise defined or modified in this Amendment, all capitalized word or terms used in this Amendment shall have the definitions ascribed to such words or terms in the Agreement. Except as expressly amended and modified by this Amendment, all terms and conditions set forth in the Agreement shall remain unmodified, binding, and in full force and effect. This Amendment sets forth the entire agreement and understanding of the Parties regarding the particular subject matter of this Amendment, and merges and supersedes all prior or contemporaneous agreements, discussions and correspondence pertaining to the subject matter of this Amendment. This Amendment may be executed in counterpart copies, each of which, and together, shall be effective as original, binding instruments. Any change to this Amendment by or at the direction of Client, following ACI's signature hereof and prior to receipt by ACI of a fully executed identical copy hereof, which is not expressly ratified by ACI in writing within three (3) calendar days of the date of ACI's signature shown below, shall render this Amendment null and void ab initio and ACI shall be relieved automatically of all obligations hereunder.



(REMAININDER OF PAGE LEFT BLANK- SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the Amendment Effective Date first defined above.

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Mayor

Print Name Date

ACI PAYMENTS, INC.

By: Michelle M. Marsh

Name: Michelle M. Marsh

Title: Power of Attorney

Date: 8/8/2024



STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of August, 2024, by Michelle M. Marsh, as Power of Attorney, on behalf of ACI Payments, Inc., who is personally known to me.

[Notary Seal]



Kristi A. Nichols
(Signature of person taking acknowledgment)

Kristi A Nichols
(Name typed, printed or stamped)

(Serial number, if any)

Approved for Legal Sufficiency:

Assistant County Attorney



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 8(O)(3)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(O)(3)
3-4-25

RESOLUTION NO. R-241-25

RESOLUTION APPROVING EXTENSION OF A NON-COMPETITIVE LEGACY CONTRACT BETWEEN MIAMI-DADE COUNTY AND ACI PAYMENTS, INC. FOR ELECTRONIC PAYMENT PROCESSING SERVICES, THROUGH EXECUTION OF THE FIFTH AMENDMENT TO THE MASTER SERVICES AGREEMENT, WHICH AMENDMENT EXTENDS THE MASTER SERVICES AGREEMENT FOR AN ADDITIONAL YEAR, PROVIDES FOR TWO ONE-YEAR OPTIONS TO RENEW, AND ALLOWS ACI PAYMENTS, INC. TO DEPLOY CARD TYPE DETECTION AT THE TIME OF PAYMENT ENTRY, CHARGING A FEE BASED ON CARD TYPE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIFTH AMENDMENT AND TO EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN, INCLUDING THE OPTIONS TO RENEW, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPLORE THE USE OF WASD CARES TO REIMBURSE CUSTOMERS FOR ANY FEE INCREASE PAID BEFORE APPROVAL

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Pursuant to section 2-8.1(b)(2) of the Code of Miami-Dade County, this Board approves of continuation of a non-competitive legacy contract between Miami-Dade County and ACI Payments, Inc. ("ACI") for electronic payment processing services that are used by customers of the Miami-Dade Water and Sewer Department ("WASD") to pay for their water and sewer service charges through credit card payments. Specifically, the Board authorizes the County

Mayor or County Mayor's designee to execute the Fifth Amendment to the Master Services Agreement, in substantially the form attached to the accompanying memorandum as Exhibit A, inclusive of certain changes addressed below, such as the adoption of Option 2 from the supplemental memorandum accompanying this item (the "Fifth Amendment"). The Fifth Amendment extends the Master Services Agreement for an additional year, provides for two one-year options to renew that can be exercised by the County, and allows ACI to implement card type detection at the time of payment entry and charge a fee based on card type. If a customer enters a High-Cost Card (HCC), the payment processing service will display a notice indicating that a higher, percentage-based convenience fee will be applied and provide the option to switch to an alternative payment method (ACH or non-HCC card).

Section 2. This Board directs the County Mayor or County Mayor's designee to explore the use of the WASD Cares or other legally available funds to potentially reimburse customers for the fee increase (\$0.54) paid before this item was approved, via bill credit or rebate.

Section 3. This Board further directs the County Mayor or County Mayor's designee to develop, issue, and publicly advertise a Request for Proposals (RFP) for the Miami-Dade Water and Sewer Department's electronic payment processing services within 90 days of the Effective Date of this Resolution.

Section 4. This Board further authorizes the County Mayor or County Mayor's designee to exercise any and all provisions contained in the Fifth Amendment, including the options to renew, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	nay	Oliver G. Gilbert, III	absent
Roberto J. Gonzalez	nay	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis