



**CITY OF OKEECHOBEE
CITY COUNCIL
JULY 20, 2021
LIST OF EXHIBITS**

- Exhibit 1 Tobacco-free park information
- Exhibit 2 Agreement with Global Payments
- Exhibit 3 Maximum Millage Rate for Budget Year 2021-2022
- Exhibit 4 2020-2021-Budget Calendar
- Exhibit 5 SRO Agreement with Okeechobee County School Board



City Council Agenda: July 20, 2021

New Business Item

Presenter and Subject:

Courtney Moyett, Quit Doc Foundation and Okeechobee County Tobacco-free Partnership Manager on the benefits of tobacco free parks.

Background:

Made presentation and obtained a recommendation from the Flagler Park Design Review Advisory Committee (FPDRAC) on May 25, 2021.

Attachments to Exhibit:

- FPDRAC May 24, 2021, Draft Minutes, page one of three only.
- Excerpt of the Code of Ordinances from the City of Parkland, FL.
- Sample of signage and excerpt of the Code of Ordinances from the City of Stuart, FL.
- Sample of signage for Martin County and an excerpt of the Florida Litter Law.
- 2018 Map of municipal park & Recreational facilities with Tobacco policies.



CITY OF OKEECHOBEE
FLAGLER PARK DESIGN REVIEW ADVISORY COMMITTEE
MAY 24, 2021
DRAFT MINUTES

I. CALL TO ORDER

Chairperson Robbie Chartier called the Flagler Park Design Review Advisory Committee (FPDRAC) meeting to order on Monday, May 24, 2021, at 3:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida.

II. ATTENDANCE

Deputy City Clerk Bobbie Jenkins called the roll. Chairperson Robbie Chartier, Regular Members Regina Hamrick, Kathy Scott and Jennifer Tewksbury and Alternate Member Bob Burdge were present. Vice-Chairperson Bert Culbreth, Regular Members Susanne Clemons, Denise Whitehead and Alternate Member Greg Maynard were absent. To maintain a quorum, Chair Chartier moved Alternate Member Burdge to a voting position. Vice-Chair Culbreth entered the Chambers at 3:13 P.M.

III. AGENDA AND PUBLIC COMMENTS

A. Motion by Member Scott, seconded by Member Hamrick to approve the agenda as presented. **Motion Carried Unanimously.**

B. One comment card was submitted by Mrs. Courtney Moyett, with the QuitDoc Foundation, and Okeechobee County Tobacco-free Partnership Manager. Mrs. Moyett made a presentation on the benefits of tobacco-free parks. Materials distributed included a flyer with reasons to support tobacco free spaces, copies of laws adopted in surrounding cities, photographs of signage in other communities as well as providing statistical information on second-hand smoke and the enforcement of these types of laws. She met with Administrator Montes De Oca on this subject, and he recommended she make her presentation to this committee. **The consensus of the FPDRAC was to recommend the City Council consider adopting a tobacco free park policy; and that the signage go through review of the Flagler Parks Master Plan (when adopted) for cohesiveness.**

IV. MINUTES

A. Motion by Member Tewksbury, seconded by Member Scott to approve the March 29, 2021 minutes as presented. **Motion Carried Unanimously.**

Sec. 11-78. - Smoking prohibited in outdoor areas in city parks.

- (1) It shall be unlawful for any person to smoke or chew tobacco on the grounds of any public park operated by the City of Parkland.
- (2) A law enforcement officer may issue a citation to any person in violation of the provisions of this section.
- (3) Penalty. Any person issued a citation pursuant to this section shall be deemed to be charged with a civil infraction. A fine of twenty-five (\$25.00) shall be assessed for each violation of this section.
- (4) This section shall not apply to any person smoking within a motor vehicle that is within a city park, whether or not located in a parking lot.

(Ord. No. 2005-01, § 2, 3-2-2005)

City of Parkland FL

passed in 2005, needs to be amended
to add in E-Cigs, vaping + smokeless



notice

City of Stuart signage

DIVISION 2. - SECOND HAND SMOKE

passed in
2014, should
now include
E-Cigs, vaping
& smokeless tobacco

Sec. 22-36. - Second hand smoke regulations; title, purpose, and intent.

The title of this division shall be known as the "Second Hand Smoke Division." The purpose and intent of second hand smoke division as contained in sections 22-36, 22-37 and 22-38 is:

- (1) To protect the public health, safety and general welfare by prohibiting smoking in public places under circumstances where other persons will be exposed to secondhand smoke;
- (2) To assure a cleaner and more hygienic environment for the town, its residents, visitors, and its natural resources, including but not limited to, the town's parks and recreational areas, canals, lakes, and waterways;
- (3) To strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including children, to breathe smoke-free air, recognizing the threat to public health and the environment that smoking causes; and
- (4) To recognize the rights of residents and visitors to the town to be free from unwelcome secondhand smoke. The town commission hereby declares that exposing other persons to secondhand smoke constitutes a public nuisance and may be remedied as such.

(Ord. No. 322, § 2, 7-25-2006)

Sec. 27-37. - Definitions.

For purposes of this second hand smoke division, the following terms are defined as:

"*Public recreational area*" means any area open to the public for recreational purposes whether or not any fee or admission is charged, including but not limited to, parks, beaches, sport or playing fields, bleachers, gazebos, restrooms, concession areas, stadiums, playgrounds, tot-lots, sandboxes, bike-paths, jogging-paths, picnic areas, squares, courtyards, gardens, boat ramps, and piers.

"*Second-hand smoke*" also known as environmental tobacco smoke emitted from lighted smoldering or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker.

City of Stuart
policy

turn to page 2

"Smoking" or "smoke" means and includes, inhaling, exhaling, burning, carrying, or possessing any lighted smoking equipment, including but not limited to, cigarettes, pipes, cigars, or other like equipment used for the smoking of tobacco, marijuana, or any other weed, plant, or substance that is capable of emitting smoke.

(Ord. No. 322, § 2, 7-25-2006)

Sec. 22-38. - Smoking in town parks and public recreational areas prohibited.

- ★ (a) *Smoking prohibited.* Smoking is prohibited in and upon any town park or public recreational area, including but not limited to parks, beaches, sport or playing fields, bleachers, gazebos, restrooms, concession areas, stadiums, playgrounds, tot-lots, sandboxes, bike-paths, jogging-paths, picnic areas, squares, courtyards, gardens, boat ramps, piers, and other public recreational areas.
- (b) *Signage required.* "NO SMOKING" or "SMOKE FREE" signs, with letters of no less than one inch in height, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) or any alternative signage approved by the town's community development department, shall be conspicuously placed at each entrance to a town park and public recreational area. Notwithstanding this provision, the presence or absence of such signs shall not be a defense to the violation of any provision of this section.
- ★ (c) *Pre-emption.* The provisions of this section shall not apply in any circumstance where federal or state law regulates smoking if the federal or state law preempts local regulation, or if the federal or state law is more restrictive.
- (d) *Related violations.* No person shall dispose of smoking waste in any area in which smoking is prohibited. No person shall cause, permit, aid, abet, or conceal a violation of any provision of this section.
- (e) *Penalty.* Violations of this division shall be a class A violation, punishable as set forth in chapter 18. Punishment under this section shall not preclude additional punishment pursuant to any other code section or law prohibiting the act of littering. The remedies of this section are cumulative, and in addition to any other remedies available at law or in equity.
- (f) *Disclaimer.* By adopting and enforcing this division for the public purposes as stated herein, the town and its officers, employees, and representatives do not assume any legal duty or obligation to any person or estate for monetary damages for personal

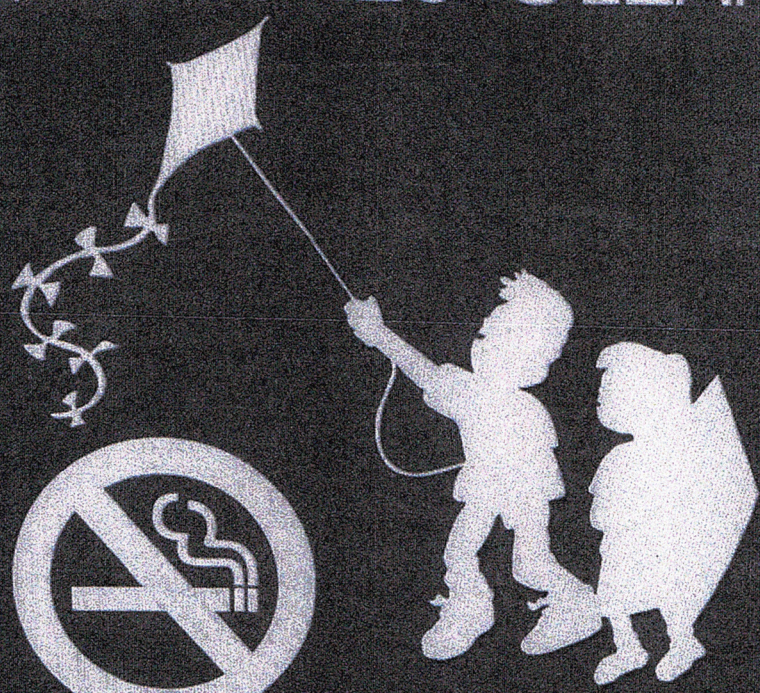
injuries or death which may be claimed or alleged to have arisen as a proximate cause or result of any breach, enforcement or failure to enforce this division.

(Ord. No. 322, § 2, 7-25-2006; Ord. No. 395, § 2, 1-28-2014)

Secs. 22-39—22-60. - Reserved.

★ Martin County only has a signage policy for parks + beaches in general, unless the city has their own.

KEEP OUR PARKS
& BEACHES CLEAN!



TOBACCO FREE ZONE



Martin County Policy
F.S. 403-413

← Florida litter law is what is cited here



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Florida Statutes Title XXIX. Public Health § 403.413. Florida Litter Law

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(1) **Short title.**--This section may be cited as the "Florida Litter Law."

(2) **Definitions.**--As used in this section:

- (a) "Aircraft" means a motor vehicle or other vehicle that is used or designed to fly but does not include a parachute or any other device used primarily as safety equipment.
- (b) "Commercial purpose" means for the purpose of economic gain.
- (c) "Commercial vehicle" means a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship or any other entity conducting business for a commercial purpose.
- (d) "Dump" means to dump, throw, discard, place, deposit, or dispose of.
- (e) "Law enforcement officer" means any officer of the Florida Highway Patrol, a county sheriff's department, a municipal law enforcement department, a law enforcement department of any other political subdivision, or the Fish and Wildlife Conservation Commission. In addition, and solely for the purposes of this section, "law enforcement officer" means any employee of a county or municipal park or recreation department designated by the department head as a litter enforcement officer.
- (f) "Litter" means any garbage; rubbish; trash; refuse; can; bottle; box; container; paper; tobacco product; tire; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (g) "Motor vehicle" means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or semitrailer combination or any other vehicle that is powered by a motor.
- (h) "Person" means any individual, firm, sole proprietorship, partnership, corporation, or unincorporated association.
- (i) "Vessel" means a boat, barge, or airboat or any other vehicle used for transportation on water.

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(3) **Responsibility of local governing body of a county or municipality.**--The local governing body of a county or a municipality shall determine the training and qualifications of any employee of the county or municipality or any employee of the county or municipal park or recreation department designated to enforce the provisions of this section if the designated employee is not a regular law enforcement officer.



(4) **Dumping litter prohibited.**--Unless otherwise authorized by law or permit, it is unlawful for any person to dump litter in any manner or amount:

(a) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers or areas lawfully provided therefor. When any litter is thrown or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this section;

(b) In or on any freshwater lake, river, canal, or stream or tidal or coastal water of the state, including canals. When any litter is thrown or discarded from a boat, the operator or owner of the boat, or both, shall be deemed in violation of this section; or

(c) In or on any private property, unless prior consent of the owner has been given and unless the dumping of such litter by such person will not cause a public nuisance or otherwise be in violation of any other state or local law, rule, or regulation.

(5) **Dumping raw human waste prohibited.**--Unless otherwise authorized by law or permit, it is unlawful for any person to dump raw human waste from any train, aircraft, motor vehicle, or vessel upon the public or private lands or waters of the state.

(6) **Penalties; enforcement.**--

(a) Any person who dumps litter in violation of subsection (4) in an amount not exceeding 15 pounds in weight or 27 cubic feet in volume and not for commercial purposes is guilty of a noncriminal infraction, punishable by a civil penalty of \$100, from which \$50 shall be deposited into the Solid Waste Management Trust Fund to be used for the solid waste management grant program pursuant to s. 403.7095

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. In addition, the court may require the violator to pick up litter or perform other labor commensurate with the offense committed.

(b) Any person who dumps litter in violation of subsection (4) in an amount exceeding 15 pounds in weight or 27 cubic feet in volume, but not exceeding 500 pounds in weight or 100 cubic feet in volume and not for commercial purposes is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082

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or s. 775.083 (<https://1.next.westlaw.com/Link/Document/FullText?>

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. In addition, the court shall require the violator to pick up litter or perform other community service commensurate with the offense committed. Further, if the violation involves the use of a motor vehicle, upon a finding of guilt, whether or not adjudication is withheld or whether imposition of sentence is withheld, deferred, or suspended, the court shall forward a record of the finding to the Department of Highway Safety and Motor Vehicles, which shall record a penalty of three points on the violator's driver license pursuant to the point system established by s. 322.27 (<https://1.next.westlaw.com/Link/Document/FullText?>

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(c) Any person who dumps litter in violation of subsection (4) in an amount exceeding 500 pounds in weight or 100 cubic feet in volume or in any quantity for commercial purposes, or dumps litter which is a hazardous waste as defined in s. 403.703 (<https://1.next.westlaw.com/Link/Document/FullText?>

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, is guilty of a felony of the third degree, punishable as provided in s. 775.082

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. In addition, the court may order the violator to:

1. Remove or render harmless the litter that he or she dumped in violation of this section;

2. Repair or restore property damaged by, or pay damages for any damage arising out of, his or her dumping litter in violation of this section; or

3. Perform public service relating to the removal of litter dumped in violation of this section or to the restoration of an area polluted by litter dumped in violation of this section.

(d) A court may enjoin a violation of this section.

(e) A motor vehicle, vessel, aircraft, container, crane, winch, or machine used to dump litter that exceeds 500 pounds in weight or 100 cubic feet in volume is declared contraband and is subject to forfeiture in the same manner as provided in ss. 932.703 (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000006&refType=LQ&originatingDoc=lc87a68c0893b11e6bdc2a8c48b8>

and 932.704 (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000006&refType=LQ&originatingDoc=lc87a68c1893b11e6bdc2a8c48b8>

(f) If a person sustains damages arising out of a violation of this section that is punishable as a felony, a court, in a civil action for such damages, shall order the person to pay the injured party threefold the actual damages or \$200, whichever amount is greater. In addition, the court shall order the person to pay the injured party's court costs and attorney's fees. A final judgment rendered in a criminal proceeding against a defendant under this section estops the defendant from asserting any issue in a subsequent civil action under this paragraph which he or she would be estopped from asserting if such judgment were rendered in the civil action unless the criminal judgment was based upon a plea of no contest or nolo contendere.

(g) For the purposes of this section, if a person dumps litter or raw human waste from a commercial vehicle, that person is presumed to have dumped the litter or raw human waste for commercial purposes.

(h) In the criminal trial of a person charged with violating this section, the state does not have the burden of proving that the person did not have the right or authority to dump the litter or raw human waste or that litter or raw human waste dumped on private property causes a public nuisance. The defendant has the burden of proving that he or she had authority to dump the litter or raw human waste and that the litter or raw human waste dumped does not cause a public nuisance.

(i) It shall be the duty of all law enforcement officers to enforce the provisions of this section.

(j) Any person who violates the provisions of subsection (5) is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000006&refType=LQ&originatingDoc=lc87addf0893b11e6bdc2a8c48b81>

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; provided, however, that any person who dumps more than 500 pounds or more than 100 cubic feet of raw human waste, or who dumps any quantity of such waste for commercial purposes, is guilty of a felony of the third degree, punishable as provided in paragraph (c).

(7) Enforcement by certain county or municipal employees.--Employees of counties or municipalities whose duty it is to ensure code compliance or to enforce codes and ordinances may be designated by the governing body of the county or the municipality to enforce the provisions of this section. Designation of such employees shall not provide the employees with the authority to bear arms or to make arrests.

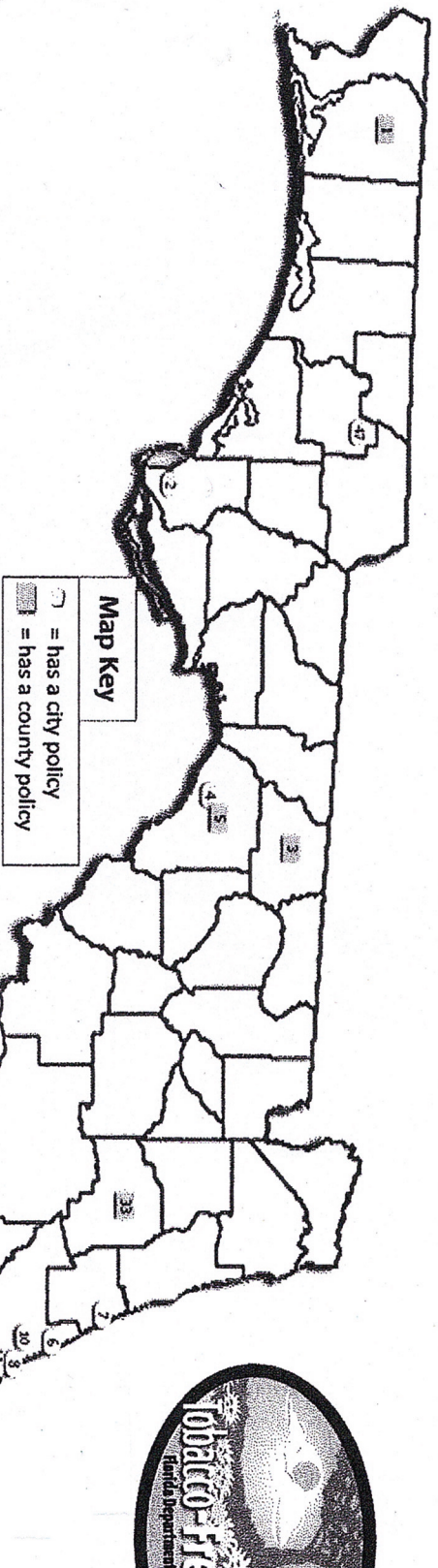
(8) Enforcement of other regulations.--This section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter or solid waste management.

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[Read this complete Florida Statutes Title XXIX, Public Health § 403.413, Florida Litter Law on Westlaw \(https://1.next.westlaw.com/Document/ID89FAC00C74F11E6AED6FC95048517F1/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)\)](https://1.next.westlaw.com/Document/ID89FAC00C74F11E6AED6FC95048517F1/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)))

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Municipal Park and Recreational Facilities with Tobacco Policies

1	Santa Rosa County	18	Titusville	35	Cooper City
2	Port St. Joe	19	Rockledge	36	Coral Springs
3	Madison County	20	Brevard County	37	Dania Beach
4	Perry	21	Martin County	38	Davie
5	Taylor County	22	Hendry County	39	Lauderdale Lakes
6	Ormond Beach	23	Sarasota County	40	Oakland Park
7	Palm Coast	24	DeSoto County	41	Parkland
8	South Daytona	25	North Port	42	Pembroke Park
9	New Smyrna Beach	26	Punta Gorda	43	Pembroke Pines
10	Holly Hill	27	Cape Coral	44	Sunrise
11	Port Orange	28	Marco Island	45	Weston
12	St. Pete	29	Bonita Springs	46	Doral
13	Casselberry	30	Sarasota	47	Chipley
14	Oviedo	31	Sanibel	48	Cocoa
15	Tavares	32	Venice	49	Moore Haven
16	Leesburg	33	Putnam County	50	Palm Beach County
17	St. Cloud	34	Coconut Creek	51	Boca Raton

The locations of cities are approximate.
34 ordinances - 5 resolutions - 12 policies

This map is not an all-inclusive list of local tobacco policies. The Florida Department of Health developed this map for reference purposes only and makes no representations as to the validity or enforceability of the ordinances, resolutions and policies identified on this map. Local governments should consult with their attorneys before developing any regulation governing smoking of tobacco products.

map from 2018, maybe more since then



City of Okeechobee

Date: for July 20, 2021 meeting

To: Gary Ritter, City Administrator

FR: India Riedel, Finance Department

RE: Contract for Services with OpenEdge a division of Global Payments

Suggested Motion: To approve the contract for services with Global Payments to provide credit card services.

Background: The city will be able to provide the means for its Citizens, Businessowners, and Customers to use credit and debit cards to provide payment of fees, permits, etc. The cost of this service (convenience fee) will be 3% of the amount paid and passed on to the customer.

OpenEdge is the preferred vendor of our accounting software, Tyler Technologies.



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Okeechobee - Building Department		Merchant's Legal Name: CITY OF OKEECHOBEE	
Physical Street Address (No P.O. Box): 55 SE 3rd Avenue		Legal Address: 55 SE 3rd Avenue	
City, State, Zip: Okeechobee, FL 34974		City, State, Zip: Okeechobee, FL 34974	
DBA Phone: (863) 763-3372	Fax:	Corp. Phone: (863) 763-3372	Fax:
Contact Name at this Address: India Riedel		Contact Name at this Address: India Riedel	
E-Mail: iriedel@cityofokeechobee.com		E-Mail: iriedel@cityofokeechobee.com	
Customer Service Phone # (Required for MOTO and Internet merchants only): (863) 763-3372			
Website Address (Required for Internet merchants): https://www.cityofokeechobee.com			

Merchant Profile													
Ticker Symbol:		Market Type:											
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality		<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other											
Type of Goods or Services Sold:		Sales Profile (Must equal 100%)											
Building Permits		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Card Swiped</td> <td style="text-align: right;">80%</td> </tr> <tr> <td>Manual Keyed with Imprint</td> <td style="text-align: right;">0%</td> </tr> <tr> <td>Mail Order/Telephone</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>Internet</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">100%</td> </tr> </table>		Card Swiped	80%	Manual Keyed with Imprint	0%	Mail Order/Telephone	10%	Internet	10%	Total	100%
Card Swiped	80%												
Manual Keyed with Imprint	0%												
Mail Order/Telephone	10%												
Internet	10%												
Total	100%												
SIC Code: 9399													
Years in Business Under Current Ownership: 110		Federal Tax ID #: 596000393											
Do you currently accept AMEX/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													

Does merchant accept transactions before the customer receives product or service? Yes No If yes:

How long does customer wait before product is received? day(s) % of sales in this category
% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? Yes No If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$50,000.00

Average Ticket: \$4.00

Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Card Services Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on pertinent Visa International Operating Regulations with which Merchants must comply.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Guide" at:
https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Card Services Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature:

Name (printed):

Title:

Date

Gary Ritter

City Admin

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.0000	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> POS Vendor Fee†						

Merchant FNS# _____

Cash Benefits: YES NO

Daily Discount: YES NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Tiered | <input type="checkbox"/> Enhanced Billback | <input type="checkbox"/> Interchange Plus |
| 0.00% Rewards Discount | Enhanced Billback | |
| 0.00% Mid-Qualified Discount | | |
| 0.00% Non-Qualified Discount | | |

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$0.00 Chargeback Fee *
\$0.00 Membership Fee	\$0.00 Retrieval Fee *	Monthly Debit Card Membership Fee
\$0.00 Monthly Regulatory Compliance Fee	\$0.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.00 Voice AVS Fee *	Setup Fee *
Global Access @dantage Monthly Fee	PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$0.00 Voice Authorization Fee *	PCI ASSURE Non-Compliance	Monthly Fee
\$0.00 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$0.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$0.00 Account Maintenance Fee	Other: _____	\$0.00 Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee	POS Vendor Fee† (Monthly)

†Third party fee for Merchant's POS/business management software (Global Direct bills this fee as agent of the software provider.) Questions about this fee should be addressed to the software provider directly.

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000% GP Fee - DISC Assessments *	\$0.0000 GP Fee - MC Acct Status Inquiry *
0.0000% GP Fee - DISC Intl Processing *	\$0.0000 GP Fee - MC Data Integrity *
0.0000% GP Fee - DISC Intl Service *	\$0.0000 GP Fee - MC CVC2 *
\$0.0000 GP Fee - DISC Program Integrity Fee *	0.0000% GP Fee - MC Assessments *
0.0000% GP Fee - PayPal Assessment *	0.0000% GP Fee - MC Assessments Lg Tkt *
\$0.0000 GP Fee - PayPal Participation *	0.0000% GP Fee - MC Acceptance & Licensing *
0.0000% GP Fee - VISA Assessments-Credit *	0.0000% GP Fee - MC Cross Bdr Domestic *
0.0000% GP Fee - VISA Assessments-Debit *	0.0000% GP Fee - MC Cross Bdr Foreign *
0.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000% GP Fee - MC Acq Program Support *
0.0000% GP Fee - VISA Intl Svc Assessment *	0.0000% GP Fee - MC Digital Enablement *
0.0000% GP Fee - VISA Intl Acquiring *	\$0.0000 GP Fee - MC Monthly Fee
\$0.0000 GP Fee - VISA Trans Integrity *	0.0000% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0000 GP Fee - VISA APF - Credit *	\$0.0000 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0000 GP Fee - VISA APF - Debit *	\$0.0000 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0000 GP Fee - VISA APF Intl - Credit *	0.0000% GP Fee - AMEX Inbound *
\$0.0000 GP Fee - VISA APF Intl - Debit *	0.0000% GP Fee - AMEX Network *
\$0.0000 GP Fee - VISA AVS Only *	0.0000% GP Fee - AMEX CNP *
\$0.0000 GP Fee - VISA Misuse of Auth *	0.0000% GP Fee - AMEX Access *
\$0.0000 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0000 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0000 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0000 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Gary Ritter

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
Gary Ritter	City Admin	0%	09/09/1999	999-99-9999	(863) 763-3372
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
55 SE 3rd Avenue			Okeechobee	FL	34974
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	XXXXXXXXXX	XXXXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: _____

Surrounding Area: Commercial Industrial Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? Yes No

If no, explain: _____

Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No

The Merchant: Owns Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X _____ Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
-----------------	-----------------	---------------------	----------------------

Amex annual volume < \$1,000,000 YES NO

Amex Acceptance YES NO

Amex Marketing YES NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Merchant Operating Guide ("Agreement") - https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature X Name (printed): Gary Ritter Title: City Admin Date: _____

Hardware			
Quantity	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - iPP320 V4	Rental	\$0.00

* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Special Instructions:

Rate Table: N (M)

Global Terminal Type: ZQ2

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number Government Entities 08-20-GP-Direct-WF-GPI, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed): Gary Ritter	Title: City Admin	Date:
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Okeechobee (Business Tax)		Merchant's Legal Name: CITY OF OKEECHOBEE	
Physical Street Address (No P.O. Box): 55 SE 3rd Avenue		Legal Address: 55 SE 3rd Avenue	
City, State, Zip: Okeechobee, FL 34974		City, State, Zip: Okeechobee, FL 34974	
DBA Phone: (863) 763-3372	Fax:	Corp. Phone: (863) 763-3372	Fax:
Contact Name at this Address: India Riedel		Contact Name at this Address: India Riedel	
E-Mail: iriedel@cityofokeechobee.com		E-Mail: iriedel@cityofokeechobee.com	
Customer Service Phone # (Required for MOTO and Internet merchants only): (863) 763-3372			
Website Address (Required for Internet merchants): https://www.cityofokeechobee.com			

Merchant Profile			
Ticker Symbol:		Market Type:	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality		<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other	
Type of Goods or Services Sold: Business Tax, Parking Permits		SIC Code: 9399	
Years in Business Under Current Ownership: 110		Federal Tax ID #: 596000393	
Do you currently accept AMEX/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Does merchant accept transactions before the customer receives product or service? Yes No If yes:

How long does customer wait before product is received? day(s) % of sales in this category
% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? Yes No If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$750.00

Average Ticket: \$4.00

Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Card Services Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on pertinent Visa International Operating Regulations with which Merchants must comply.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Guide" at:
https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Card Services Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature:

Name (printed):

Title:

Date

Gary Ritter

City Admin

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.0000	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.0000%	\$0.0000	\$0.0000
<input checked="" type="checkbox"/> POS Vendor Fee†						

Merchant FNS# _____

Cash Benefits: YES NO

Daily Discount: YES NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Tiered | <input type="checkbox"/> Enhanced Billback | <input type="checkbox"/> Interchange Plus |
| 0.00% Rewards Discount | Enhanced Billback | |
| 0.00% Mid-Qualified Discount | | |
| 0.00% Non-Qualified Discount | | |

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$0.00 Chargeback Fee *
\$0.00 Membership Fee	\$0.00 Retrieval Fee *	Monthly Debit Card Membership Fee
\$0.00 Monthly Regulatory Compliance Fee	\$0.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.00 Voice AVS Fee *	Setup Fee *
Global Access @dantage Monthly Fee	PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$0.00 Voice Authorization Fee *	PCI ASSURE Non-Compliance	Monthly Fee
\$0.00 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$0.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$0.00 Account Maintenance Fee	Other: _____	\$0.00 Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee	POS Vendor Fee† (Monthly)

†Third party fee for Merchant's POS/business management software (Global Direct bills this fee as agent of the software provider.) Questions about this fee should be addressed to the software provider directly.

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000% GP Fee - DISC Assessments *	\$0.0000 GP Fee - MC Acct Status Inquiry *
0.0000% GP Fee - DISC Intl Processing *	\$0.0000 GP Fee - MC Data Integrity *
0.0000% GP Fee - DISC Intl Service *	\$0.0000 GP Fee - MC CVC2 *
\$0.0000 GP Fee - DISC Program Integrity Fee *	0.0000% GP Fee - MC Assessments *
0.0000% GP Fee - PayPal Assessment *	0.0000% GP Fee - MC Assessments Lg Tkt *
\$0.0000 GP Fee - PayPal Participation *	0.0000% GP Fee - MC Acceptance & Licensing *
0.0000% GP Fee - VISA Assessments-Credit *	0.0000% GP Fee - MC Cross Bdr Domestic *
0.0000% GP Fee - VISA Assessments-Debit *	0.0000% GP Fee - MC Cross Bdr Foreign *
0.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000% GP Fee - MC Acq Program Support *
0.0000% GP Fee - VISA Intl Svc Assessment *	0.0000% GP Fee - MC Digital Enablement *
0.0000% GP Fee - VISA Intl Acquiring *	\$0.0000 GP Fee - MC Monthly Fee
\$0.0000 GP Fee - VISA Trans Integrity *	0.0000% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0000 GP Fee - VISA APF - Credit *	\$0.0000 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0000 GP Fee - VISA APF - Debit *	\$0.0000 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0000 GP Fee - VISA APF Intl - Credit *	0.0000% GP Fee - AMEX Inbound *
\$0.0000 GP Fee - VISA APF Intl - Debit *	0.0000% GP Fee - AMEX Network *
\$0.0000 GP Fee - VISA AVS Only *	0.0000% GP Fee - AMEX CNP *
\$0.0000 GP Fee - VISA Misuse of Auth *	0.0000% GP Fee - AMEX Access *
\$0.0000 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0000 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0000 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0000 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Gary Ritter

Signature of Guarantor (please sign below)

X _____, an individual

Name (printed):

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Gary Ritter	Title: City Admin	Equity Owned: 0%	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 999-99-9999	Home Phone #: (863) 763-3372
Home Address: 55 SE 3rd Avenue			City: Okeechobee	State: FL	Zip Code: 34974
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	XXXXXXXXXX	XXXXXXXXXX	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: _____

Surrounding Area: Commercial Industrial Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? Yes No

If no, explain: _____

Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No

The Merchant: Owns Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X _____

Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
-----------------	-----------------	---------------------	----------------------

Amex annual volume < \$1,000,000 YES NO

Amex Acceptance YES NO

Amex Marketing YES NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Merchant Operating Guide ("Agreement") - https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature _____ **Name (printed):** Gary Ritter _____ **Title:** City Admin _____ **Date:** _____
X

Hardware			
Quantity	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - iPP320 V4	Rental	\$0.00

* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Special Instructions:

Rate Table: N (M)

Global Terminal Type: ZQ2

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number Government Entities 08-20-GP-Direct-WF-GPI, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed): Gary Ritter	Title: City Admin	Date:
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:

CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**")

and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 39 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "Card Association Rules"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction consistent with the Card Association Rules. To the maximum extent not prohibited under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such liability assessments, fees and costs except to the extent that such liability assessments, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit

Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that

Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.

- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.
7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
- 10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have

been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue

of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information; or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*
- 12.2. *To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) 3 months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) \$50,000.00. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct, ISO, or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant*

for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.

- 12.4. *It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error, or the imposition of any allegedly improper fee(s) within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

- 13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the “**Initial Term**”); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.
- 13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application; where the Card Association Rules require that the Member and/or Global Direct terminate and/or suspend this Card Services Agreement or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.
- 13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.
- 13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card

Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS. If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT; HOLDBACK RIGHTS.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instructs said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their

commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein); (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County

or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. Class Action Waiver: *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the “**American Express Guide**”).

18. AMENDMENTS. Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a “**Third Party Change**”) may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the “**Change Notice**”), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within five business days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.

19. WAIVER. No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION. Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. SEVERABILITY; CONSTRUCTION. If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (<https://reporting.globalpay.com/login>) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "**Effective Date.**"
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
28. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
29. **REPORTING.** Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.
30. **RELATIONSHIP OF THE PARTIES.** Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services

Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.

31. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Debit Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.

31.2. Merchant will comply with Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 31 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

31.4. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 31 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental

contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days' written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

33. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

34. **CALLPOP OPENEDGE SERVICES.**

34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

34.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

34.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop***

OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.
36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.
37. **AMERICAN EXPRESS CARD ACCEPTANCE.**
- 37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.
- 37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its

responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

- 37.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.
- 37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. ELECTRONIC SIGNATURES.

- 38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same

manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

38.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. SURCHARGES/OTHER FEES.

39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at <https://www.globalpaymentsinc.com/ratetable>. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

39.2. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

39.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

39.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's

monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

39.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

39.6. Merchant will also be assessed a Discover Network Authorization Fee.

39.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

39.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements

which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World

Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number Government Entities 08-20-GP-Direct-WF-GPI, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
Merchant's Signature:	Name (Printed):	Title:	Date:		
	Gary Ritter	City Admin			

GOVERNMENT ENTITIES ADDENDUM A

1. **EQUIPMENT SELECTION AND RENTAL TERM.** This addendum to the Card Services Agreement (the “**Agreement**”) to which it is attached governs the rental (the “**Rental**”) of any point of sale equipment (“**Equipment**”) by merchant (“**you**” or “**your**”) under the Agreement, as indicated on the application pages or any subsequent order form (collectively, the “**Application**”). The Equipment is provided through OpenEdge Payments LLC, a subsidiary of Global Payments Direct, Inc. The initial term (“**Initial Term**”) shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one month periods (each a “**Renewal**”) on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least 10 days prior to the expiration of the Initial Term or the then-current Renewal.
2. **FEES AND CHARGES.** Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon 60 days’ written notice. You authorize OpenEdge to debit your merchant bank account for all charges incurred by you under the Agreement for the Equipment, including any charges incurred by OpenEdge on your behalf. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a 1½% per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. If any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within 10 days of OpenEdge’s written demand therefor. To the extent not prohibited by applicable law, you agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys’ fees, incurred by OpenEdge in enforcing collection of any monies due it under the Agreement. To the extent not prohibited by applicable law, you shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge’s net income.
3. **TITLE AND LOSS.** Any rented Equipment is OpenEdge’s property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable and as not prohibited by applicable law. At OpenEdge’s request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge’s security interest in such Equipment, as applicable and as not prohibited by applicable law. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global Direct under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever (“**Loss or Damage**”), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge’s prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear; provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited by applicable law, you will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any

costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by you on any Equipment.

4. **SOFTWARE.** You acknowledge that the Equipment provided hereunder is embedded with proprietary technology ("**Software**"). Furthermore, the term "Software" includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge's confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge's suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee's conduct with regard to the Software. To the extent not prohibited by applicable law, you will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from your breach of this section 4 or otherwise arising out of use of the Software.
5. **MAINTENANCE.** You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge's property. You are required to ship replaced Equipment to OpenEdge within 30 days of its replacement, and it will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment. If any replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within 30 days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.
6. **ACCESS TO PREMISES.** You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.
7. **WARRANTIES AND REPRESENTATIONS.** Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a

particular purpose with respect to any terminal, any Equipment, the Software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

- 8. LIMITATION OF LIABILITY.** OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. ***To the maximum extent not prohibited by law, the liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one month's average charge paid hereunder by you for the rented Equipment during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within 30 days of such failure to perform, or in the event of a billing error, within 60 days of the invoice or applicable statement.***
- 9. TERMINATION.** You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a \$50 re-stocking fee. In the event that you terminate this Agreement in breach of this section 9, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within 10 days of the date of OpenEdge's invoice for the same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of, but in addition to, any payment obligations otherwise incurred by you under this Agreement and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for 10 days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make

the Rental terminable, at your option, at the end of such 30 day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within 30 days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.

10. **SURVIVAL.** All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.



City Council Agenda: July 20, 2021

Agenda Item

Proposed motion

Approval of maximum millage rate for advertisement for 2021 Tax notices, 8.6018 for budget year 2021-2022.

Background: The proposed rate of 8.6018 is the current rate plus 1 mil.

	Total Taxable Value	96%*	FY 2020/2021 Budgeted
2021/2022 Taxable Value:	\$347,778,134	\$333,867,009	\$318,932,293
2021/2022 Same Property Values: (Values w/o New Construction)	\$344,003,132	\$330,243,007	
Increase in same properties	\$12,222,432 3.69%	\$11,733,535 3.69%	
Millage Rate, 7.6018 generated Ad Valorem Revenue	\$2,643,740	\$2,537,990	\$2,424,459
2021/2022 Rollback/Rollforward Millage Rate, 7.3317 (w/o New Construction)	\$2,522,128	\$2,421,243	
2021/2022 Rollback Millage Rate, w/CPI 7.6565** (w/o New Construction)	\$2,633,860	\$2,528,506	
2021/2022 Using the Current Rate of 7.6018 (w/o new construction)	\$2,615,043	\$2,510,441	
<i>Ad Valorem Revenue w/Rollback Rate w/CPI & New Construction***</i>	\$2,662,763	\$2,556,253	

Taxable Values used within the budget.

**CPI (Change in Per Capita Income) provided by State Statute, 4.43%

***New Construction value \$3,775,002



City Council Agenda: July 20, 2021

Agenda Item

Proposed motion

Approval of Budget Calendar, which sets the First Public Hearing for budget year 2021/2022 on September 7, 2021, at 6:00 p.m.

Background: The dates provided are in accordance with the TRIM requirements and publication requirements of ordinances.



Proposed
BUDGET CALENDAR
FISCAL YEAR 2021-2022

07/01/2021	Certification from Property Appraiser
07/20/2021	Set proposed date, time and place for public hearings and set maximum millage rate for tentative budget (regular council meeting)
07/27/2021	Workshop – Definitions of Fund Balance, Revenues, Expenditures, 5:00 pm, Tuesday
08/11/2021	Budget Workshop, 5:00 pm, Wednesday
08/17/2021	Budget Workshop*, 5:00 pm, Tuesday (regular meeting)
09/07/2021	First Public Hearing at 6:00 pm, Tuesday (regular meeting)
09/22/2021	Display Advertisement in local Newspaper
09/27/2021	Final Public Hearing at 6:00 pm, Monday

All meetings to be held:
Council Chambers at City Hall
55 SE 3rd Avenue
Okeechobee, FL 34974

*If needed

**AGREEMENT BETWEEN
THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE FLORIDA
AND
THE CITY OF OKEECHOBEE, FLORIDA
FOR THE 2021-2022 SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

THIS REVISED AGREEMENT, made and entered into this 1st day of October 2021, by and between **THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "SCHOOL BOARD"), and **THE CITY OF OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "CITY");

WITNESSETH:

WHEREAS, the SCHOOL BOARD and the CITY desire to provide Law enforcement, counseling, and law-related educational service programs to the schools of Okeechobee County as defined in Florida Statutes (F.S.) 1006.12; and

WHEREAS, an SRO Program has been proposed for the school system of Okeechobee, Florida as hereinafter described; and

WHEREAS, the SCHOOL BOARD and the CITY recognize the potential outstanding benefits of the SRO Program to the citizens of Okeechobee County, Florida, and particularly to the students of the school system of Okeechobee County, Florida; and

WHEREAS, it is in the best interest of the SCHOOL BOARD, the CITY, and the citizens of Okeechobee County to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the SCHOOL BOARD and the CITY hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

An SRO Program is hereby established in the school system of Okeechobee County, Florida for ten (10) months as follows:

- A. Elementary School Staffing - One Officer per school (1)
- B. Freshman Campus- One Officer (1)

ARTICLE II: RIGHTS AND DUTIES OF THE CITY

The CITY shall provide SROs as follows:

- A. Number of SROs:
 - 1. The CITY shall assign two (2) regularly employed SROs to the SCHOOL BOARD of Okeechobee County, Florida, to work designated schools as agreed upon between both parties.
- B. Regular Duty Hours of SROs

1. Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on those days that the school is in session. The work hours shall be determined by the school principal and CITY's Office supervisor. The SRO may be temporarily reassigned by the CITY or his/her designee during school holidays, vacations or during a period of any police emergency.

C. Duties of School Resource Officers as defined in F.S. 1006.12:

1. SRO shall abide by SCHOOL BOARD policies and school rules and shall consult with and coordinate activities through the school principal. The SRO shall be responsible to the Law enforcement agency in all matters relating to employment.

Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal. This relationship will not be delegated.

2. The SRO will comply with all applicable Federal and State Civil Rights, Anti-Discrimination and Anti-Bullying laws and regulations including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 as amended (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. In addition, the SRO will comply with the requirements of Florida Statute 1012.465 (the Jessica Lunsford Act). It is expressly understood that upon receipt of competent and persuasive evidence of such discrimination/bullying, the SCHOOL BOARD shall have the right to terminate this Agreement for breach. (Board Policies 3.33, 5.321, and 6.43)
3. Perform law enforcement functions within the school setting.
4. Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
5. Foster a better understanding of the law enforcement function.
6. Develop positive concepts of law enforcement.
7. Develop a better appreciation of citizen rights, obligations, and responsibilities.
8. Provide information about crime prevention.
9. Provide assistance and support for crime victims identified within the school setting, including abused children.
10. Promote positive relations between students and law enforcement officers.
11. Enhance knowledge of the fundamental concepts and structure of law.
12. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues pursuant to Chapter 39, F.S. and confidentiality rules and ethics as accepted and defined in state laws and professional standards. The duty must be approved by the unit supervisor.

- 13.** The SRO shall become familiar with all community agencies which offer assistance to youths and their families, such as, mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
- 14.** The SRO shall develop expertise in presenting various subjects to the students.
- 15.** The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest and emergency situations.
- 16.** Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes.
- 17.** The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests or individuals who have committed a crime or delinquent act that poses a threat to school safety who may appear at the school or related school functions.
- 18.** The primary function of the SRO is a campus Law Enforcement Officer and includes enforcement of items listed in this document pursuant to F.S. 1006.12. The SRO shall give assistance to other police and deputies in matters regarding his/her school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State Attorney, etc.).
- 19.** The SRO will submit reports and statistical data, as necessary.
- 20.** The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. SRO are not to be used for regularly assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- 21.** When an SRO is required to perform duties outside the school, (i.e., court, training, depositions, vacation. Etc.), coverage will be provided.
- 22.** The SRO, or other assigned law enforcement personnel, may provide security at SCHOOL BOARD meetings and campus functions beyond the school day when students, parents and the public are present.
- 23.** The SRO will participate in Active Assailant/Emergency Drills.
- 24.** The SRO will, along with a SCHOOL BOARD employee, participate in the Crime Watch Programs.
- 25.** The SRO will participate in school-based threat assessment teams.
- 26.** The SRO will perform his/her duties in CITY's Office duty uniform. Civilian clothes may be worn with the approval of the unit supervisor.

27. All violations of the law will be reported to the school's resource officer by all school personnel.

28. All SROs and the Law Enforcement Supervisor will meet with their assigned principal and together they will develop an operational plan to work in harmony with guidelines set forth within this document which will determine the focus of the SRO Program at their respective school.

ARTICLE III: RIGHTS AND DUTIES OF THE SCHOOL BOARD

The SCHOOL BOARD shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

A. A secure and private office located as close to the principal's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.

1. Desk and chair
2. 4-drawer legal locking file cabinet
3. 2 visitor chairs for counseling and interviews
4. Office supplies as requested
5. A computer, Internet access, email, and secretarial assistance
6. A safe
7. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

B. All school personnel shall report to the SRO any acts that pose a threat to school safety, whether committed by a student or adult. The disposition of each reported incident shall be properly documented.

ARTICLE IV: FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

A. The SCHOOL BOARD and the CITY agree to share in the overall costs associated with the School Resource Officer Program. Exceptions involve grant provisions for the next three years. It is agreed that the Okeechobee County SCHOOL BOARD will pay the CITY \$98,112.59 for the budget year 2021-2022. Payment shall be made in quarterly installments pursuant to billing submitted to the SCHOOL BOARD by the CITY. The amount funded will be negotiated each year prior to July 1st. This payment will cover the two (2) SROs provided by the CITY.

B. Any vehicle or equipment purchased, leased, rented, or donated to the CITY for use in the SRO Program shall become an asset of the CITY and; therefore, will be subject to CITY's regulations, and policy governing use.

C. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO unit.

ARTICLE V: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

SRO shall remain employees of the CITY and shall not be employees of the SCHOOL BOARD. The SCHOOL BOARD and the CITY acknowledge that the SRO shall remain responsive to the chain of command of the CITY OF OKEECHOBEE FLORIDA.

ARTICLE VI: APPOINTMENT AND TRAINING OF SRO

- A.** Appointment of SRO will be made solely by the CITY in accordance with CITY's Office policy with input from the school principal.
- B.** All SROs will receive a minimum of 40 hours of training as determined by the SRO supervisor and school personnel.
- C.** The SCHOOL BOARD of Okeechobee recognizes that within the total payment amount, a sum of \$600 per SRO is earmarked for annual School Resource Officer training.

ARTICLE VII: DISMISSAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT

- A.** In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, as outlined in F.S. 1006.12, the principal shall recommend to the CITY, or designee, that the SRO be removed and shall state the reasons in writing.
 - 1.** If the CITY so desires, the principal shall meet with the SRO and his/her immediate supervisors to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present. The CITY or supervisor may call for mediation to resolve any disputes.
 - 2.** If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO may be removed from the program at the school and replaced with another qualified SRO in accordance with Article VI.
- B.** The CITY may dismiss or reassign an SRO based upon agency rules and regulations.
- C.** In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the CITY will provide a temporary or permanent relief, as soon as possible.

ARTICLE VIII: SRO SCHEDULE

- A.** An SRO will be assigned to each school designated in Article I from the beginning of the school year to the end of the school year.
- B.** An SRO may be assigned to the summer school session from the beginning to the end of the session.
- C.** The SRO will perform his/her duties at his/her assigned campus under normal conditions. The SRO may flex his/her time to compensate for hours worked, if approved by the unit supervisor.

ARTICLE IX: HOLD HARMLESS AGREEMENT

The CITY agrees to defend, indemnify, and hold the SCHOOL BOARD, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against or from the SCHOOL BOARD, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

ARTICLE X: TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination. The SCHOOL BOARD shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI: GOOD FAITH

The SCHOOL BOARD, the CITY, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the CITY.

ARTICLE XII: MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIII: NON ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the SCHOOL BOARD and the CITY is obtained.

ARTICLE XIV: MERGER

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

CONTRACTOR'S DUTIES REGARDING PUBLIC RECORDS

(A) Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, F.S. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption.

(B) Recordkeeping and Public Access

Under F.S. 119.0701(3)(a), a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Contractor must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Contractor or keep and maintain public records required by the School district to perform the service. If the Contractor transfers all public records to the School District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District. At the conclusion of the Contract' with the School District, Contractor shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash drive).

(C) IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000x1026, EMAIL ADDRESS kenworthyk@okee.k12.fl.us AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, Florida 34974.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

AS TO THE CITY:

ATTEST:

Dowling R. Watford, Jr., Mayor

Date: _____

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney

AS TO THE SCHOOL BOARD:

Ken Kenworthy, Superintendent

Date: _____