

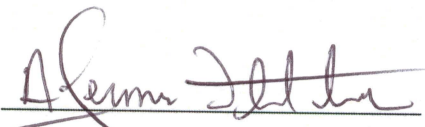
## PAYMENT SERVICES ADDENDUM

This Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and City of North Port (FL) ("Customer") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

- 1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the Agreement.
- 2 **PAYMENT SERVICES.** Customer is adding VS Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of Customer's Sub-Merchant Application and Agreement ("SMAA") and VS's Payment Service Terms & Conditions, each of which shall be incorporated by reference into the Agreement.
- 3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.
- 4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises.

### AGREED TO AND ACCEPTED BY:

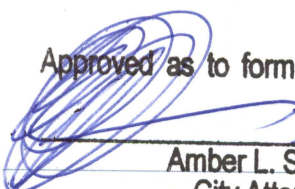
City of North Port (FL)

  
Print Name: A. JEROME FLETCHER  
Title: City Manager

12/28/21  
Date

ATTEST:   
Heather Taylor, City Clerk

Approved as to form and correctness

  
M. Golea For:  
Amber L. Slayton  
City Attorney

## SCHEDULE A – PAYMENT SERVICE RATES & FEES\*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:	City of North Port (FL)	Funds received by 7:00pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<p><i>* Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</i></p> <p><i>** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</i></p> <p><i>*** Daily settlement cut-off times are 7:30pm ET for E-commerce and 9:00pm ET for Card Present MIDS.</i></p>		

## FLAT RATE

CREDIT CARD PROCESSING FEES			
Mastercard Visa Discover	Per electronic authorization	\$	0.15
	Per electronic authorization reversal (void)	\$	0.15
	Per sale transaction	\$	0.15
	Per refund transaction	\$	0.15
	Per credit card decline	\$	0.15
	Credit card account updater fee <small>If &amp; when available and option selected/elected</small>	\$	1.00
	Per chargeback request or return processed	\$	25.00
	Mastercard-Visa-Discover acquired gross purchase sale %		2.15 %
American Express	Per AMEX sale transaction (AMEX Direct)	\$	0.15
	Per AMEX refund transaction (AMEX Direct)	\$	0.15
	Credit card account updater fee <small>If &amp; when available and option selected/elected</small>	\$	1.00
	Per chargeback request or return processed	\$	25.00



	Per AMEX acquired settled transaction (Opt Blue)*	\$	0.15	
	AMEX acquired gross purchase sale % (Opt Blue)		2.15	%
	* VS shall be permitted to switch its primary merchant account to Opt Blue without Sub-Merchant approval or pre-authorization.			
ACH PROCESSING FEES (if and when available & option selected/elected)				
ACH / e-Check Processing	ACH fee per sale transaction	\$	1.00	
	ACH fee per refund transaction	\$	1.00	
	ACH return fee per item	\$	1.50	
	ACH account updater fee	\$	0.50	
	ACH notification of change	\$	1.50	
	ACH auto redeposit	\$	0.50	
INSTANCE-BASED FEES				
Funding Fees	Per fiscal day overdraft fee	\$	110.00	
	Per wired funds transfer	\$	15.00	
	Per ACH credit / debit per funds transfer	\$	0.10	
OTHER FEES				
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed \$75.00 total.	\$	25.00	
NOTES				

Customer

INITIALS:





## SUB-MERCHANT APPLICATION AND AGREEMENT (SMAA)

### SECTION 1: SUB-MERCHANT INFORMATION

Business / Sub-Merchant (provide legal entity name)		Doing Business As (if applicable)	
City of North Port, Florida			
Date of Formation	Approx. Years in Business	Business Address	
June 1959	62	4970 City Hall Blvd., North Port, FL 34286	
Tax ID (FEIN)	Website (URL)	Business Phone	
59-6072227	www.cityofnorthport.com	(941) 429-7000	
Primary Contact Name (for general communications)		Primary Contact Phone	Primary Contact Email
Cheryl Greiner		941-429-7013	cgreiner@cityofnorthport.com
Business Type (Select One)	<b>PUBLIC</b> <input checked="" type="checkbox"/>	<b>INDIVIDUAL</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Individual	<b>CORPORATION</b> <input type="checkbox"/> S-Corp. <input type="checkbox"/> C-Corp. <input type="checkbox"/> LLC
	<b>PRIVATE</b> <input type="checkbox"/>	<b>PARTNERSHIP</b> <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership	<b>OTHER</b> <input type="checkbox"/> Non-Profit (501C) <input checked="" type="checkbox"/> Government <input type="checkbox"/> Other:
Has this business processed credit cards before?		Has this business ever been terminated from accepting credit cards from any network?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Will this business be running a presale prior to opening?	
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	
		What payment methods will the business accept?	
		<input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Credit <input type="checkbox"/> ACH	
Briefly describe the nature of the services provided by this business?		What types of payment would this business like to accept?	
Parks and recreation services		<input checked="" type="checkbox"/> In-Person <input checked="" type="checkbox"/> Online <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Mail-In <input checked="" type="checkbox"/> Recurring Billing	

### SECTION 2: TRANSACTION INFORMATION (all financial assumptions approximated in USD)

Annual Card Volume (\$)	Avg Ticket (Card) (\$)	Max Ticket (Card) (\$)	Annual ACH Volume (\$)	Avg Ticket (ACH) (\$)	Max. Ticket (ACH) (\$)
\$785,000	\$40	\$5,000	0	0	0
Total Annual Sales – All Transactions (\$)					
\$785,000					

### SECTION 3: LOCATION INFORMATION (use additional pages if necessary)

	Location/Business Name	Business Address	Same as Sec 1 address	Business Phone
1	Morgan Family Community Center	6207 W. Price Blvd.	<input type="checkbox"/>	(941) 429-7275
2	George Mullen Activity Center	1602 Kramer Way	<input type="checkbox"/>	(941) 429-7275
3	North Port Aquatic Center	6205 W. Price Blvd.	<input type="checkbox"/>	(941) 429-7275
4			<input type="checkbox"/>	
5			<input type="checkbox"/>	
6			<input type="checkbox"/>	

### SECTION 4: MERCHANT ID INFORMATION (use additional pages if necessary)

	Merchant ID Account Name (will appear on statement)	Associated Location or Address	Annual Card Revenue
1	CoNP Parks & Rec	Location #:	\$706,000
2	CoNP Parks & Rec - Online	Location #:	\$79,000
3		Location #:	
4		Location #:	
5		Location #:	
6		Location #:	



## SECTION 5: OWNER INFORMATION

**Why Do We Need This Information?** We require certain information about your ownership for compliance with federal Know-Your-Customer (or "KYC") regulations promulgated by the Financial Crimes Enforcement Network Bureau of the U.S. Department of Treasury. KYC regulations seek to prevent financial crimes and the funding of terrorism, among other things. The information sought below is required by KYC regulations. Information about Beneficial Owners must be provided for any person or entity with a 25% or more ownership interest in the Sub-Merchant unless the Sub-Merchant is a Government Entity. Beneficial Owners may be natural persons (with Social Security Numbers) or they may be another legal entity (with a federal tax ID number). In addition to Beneficial Owner information, **at least one (1) "Control Owner" must be provided**. A Control Owner is not required to have an ownership interest in the Sub-Merchant (although they often do), and the Control Owner must be a natural person with significant responsibility to control, manage or direct the activities of the Sub-Merchant's business. Control Owners often have the title of CEO, CFO, COO, Managing Member, General Partner, President or Treasurer.

### CONTROL OWNER (must be a natural person; SSN and Driver's License information not required for government entity; \* denotes required fields for all applicants)

Full Legal Name *		Social Security Number	Date of Birth *
Paul Scott Skipper			09/11/1966
Address (Home or Business) *		Title	
4970 City Hall Boulevard, North Port, FL		Accounting Manager	
Driver's License State	Driver's License Number	Phone (Home or Business) *	Email *
		(941) 429-7108	skskipper@cityofnorthport.com

### BENEFICIAL OWNER(S) (may be a natural person or legal entity; SSN and/or FEIN required; Beneficial Owner(s) information not required for government entity)

BENEFICIAL OWNER 1				
Full Legal Name (Owner 1)		SSN or FEIN	Date of Birth / Date of Incorporation	
Address (Home or Business)		Email		
Driver's License State	Driver's License Number	Phone	Ownership Interest	
BENEFICIAL OWNER 2				
Full Legal Name (Owner 2)		SSN or FEIN	Date of Birth / Date of Incorporation	
Address (Home or Business)		Email		
Driver's License State	Driver's License Number	Phone	Ownership Interest	

## SECTION 6: BANKING INFORMATION (copy of a voided check or a bank letter with full account details listed will be required)

Bank Name	Account Name	Routing Number	Account Number
SunTrust Now Truist	City of North Port General Account	061000104	0701001002422

**ACKNOWLEDGEMENT:** By signing below, Sub-Merchant expressly acknowledges that: (1) the individual signing this Sub-Merchant Agreement has the proper legal authority to bind the Sub-Merchant; (2) the Sub-Merchant's Application for payment services may be rejected in underwriting but, once accepted, will constitute a legally binding Sub-Merchant Agreement with the Payment Facilitator identified below; (3) all information provided herein is true and accurate to the best of Sub-Merchant's knowledge; (4) the Payment Service Terms and Conditions, and any other documents referenced as being part of the agreement, shall become part of this Sub-Merchant Agreement; (5) the Payment Facilitator's provision of payment services under the Sub-Merchant Agreement shall be expressly conditioned on Sub-Merchant's payment of all fees and other charges, and its compliance with VS's Terms of Service and Privacy Policy, as may be revised from time to time; and (6) the authority granted herein shall be in the nature of a Power of Attorney, which shall be deemed created, is irrevocable and coupled with an interest.

**AUTHORIZATION:** Sub-Merchant expressly authorizes the Payment Facilitator identified below to take the following actions: (1) to establish a primary merchant account with a payment processor of the Payment Facilitator's choosing; (2) to access Customer Data, including but not limited to Cardholder Data, for the purposes of providing the payment services contemplated by the Agreement; (3) to execute documents on Sub-Merchant's behalf, or to take any other action which the Payment Facilitator deems reasonably necessary to provide its payment services to Sub-Merchant as described herein; (4) to access Sub-Merchant's designated account(s) for purposes of received and accepting payments on settled transactions, together with any adjustments made on Sub-Merchant's behalf; (5) to collect any Fees or other charges owed to Payment Facilitator, or any of Payment Facilitator's affiliates or subsidiaries, directly from the Sub-Merchant's EFT/ACH draft; (6) to set up a reserve account where Payment Facilitator considers it reasonably necessary to protect its legitimate business interests; (7) to withhold the remittance of any funds in accordance with lawful orders, garnishments and/or tax levies; (8) to recoup, retrieve or collect from any source of available funds, including but not limited to the Sub-Merchant's EFT/ACH draft, any Payment Facilitator expenditures related to Sub-Merchant's eCheck returns, chargebacks, negative accruals or overdrawn accounts; and (9) to transfer billed amounts to an account held by Payment Facilitator to facilitate the settling of transactions run at the Sub-Merchant's place or places of business.

SUBMITTED AND AGREED TO BY: Sub-Merchant		ACCEPTED BY: Payment Facilitator	
X 		X 	
Name	Date	Name	Date
	12/28/21	M. Golen	1/3/22