



Government and/or Public Education Credit/Debit Card Processing Agreement Terms and Conditions

Welcome to Heartland Payment Systems®

This Credit/Debit Card Processing Agreement is dated January 1, 2025 and is between Heartland Payment Systems, LLC, a Delaware limited liability company authorized to do business in California, whose address is 3550 Lenox Road, Suite 3000, Atlanta, Georgia 30326, and the County of Fresno, a political subdivision of the State of California.

Recitals

- A. Merchant is a local governmental entity that collects taxes, fines, fees, and other types of monetary payments ("County Payments") from individuals and entities ("Payers").
- B. Merchant requires electronic payment processing services to receive such payments by various methods, including credit card and debit card. These services are required across multiple platforms, including Merchant's website, interactive voice response ("IVR") systems, phone systems, and point of sale locations.
- C. Merchant issued Request for Proposal (RFP) Number 24-065 for Electronic Payment Processing, seeking the services required by Merchant, on May 1, 2024, with a closing date of May 28, 2024. HPS submitted a timely proposal in response to the RFP.
- D. Based on HPS's proposal, Merchant wishes to purchase from HPS the services that Merchant requires, subject to the provisions of this Agreement.
- E. Simultaneously with this Agreement, Merchant and HPS are entering a separate agreement for ACH payment transaction services.

The parties therefore agree as follows:

1. Services

HPS will, during the term of this Agreement and pursuant to its terms and conditions, (a) be responsible for and will settle funds with the Merchant; (b) provide the following payment processing solutions to the Merchant: (i) Web Payment Solutions; (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. Definitions

- 2.1 **"Account"** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2 **"ACH"** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3 **"Agreement"** means this Government and/or Public Education Credit/Debit Card Processing Agreement Terms and Conditions ("Merchant Processing Agreement"), the Merchant Application in which "Cost Plus" is checked on page 2, a copy of which is attached as exhibit A ("Cost Plus Merchant Application"), the Government and Education Merchant Processing Agreement (also known as a Government and Education Processing Application) in which "Service Fee (Pass Through/Single Transaction)" is checked on page 2, a copy of which is attached as exhibit B ("Service Fee Merchant Application"; together with the Cost Plus

Merchant Application, “Merchant Applications”), exhibit C titled “Merchant Identification Numbers,” exhibit D titled “Self-Dealing Disclosure Form,” and the Addendum This Agreement incorporates the Merchant Processing Agreement, the Merchant Applications, and the Addendum, by reference, with the same force and effect as if it were given in full text.

- 2.4** “**Authorization**” means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5** “**Card**” means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.
- 2.6** “**Cardholder**” used interchangeably with **Card Member** means the person or Card Member whose name is embossed upon the face of the Card.
- 2.7** “**Card Issuer**” means the financial institution or company that has provided a Card to the Cardholder.
- 2.8** “**Card-Not-Present Transaction**” means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.9** “**Card Schemes**” used interchangeably with **Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.
- 2.10** “**Cashiering Payment Solution**” means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.
- 2.11** “**Chargeback**” means the procedure by which (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer’s applicable rules or operating regulations or for any other reason as provided in this Agreement and (ii) the Merchant’s Account is debited for such return.
- 2.12** “**Convenience Fee**” means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.
- 2.13** “**Credit Voucher**” means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to payment to be credited to a Cardholder account.
- 2.14** “**Debit Networks**” means the authorization networks utilized by Merchant for PIN Debit Transactions.
- 2.15** “**EMV Card**” refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device’s contactless reader. Visit <http://www.emv-connection.com/> for more information on EMV.
- 2.16** “**EMV Transaction**” means the electronic acceptance of an EMV Card’s chip data by point of sale equipment or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a “Card Swipe”, “EMV Transaction” or its manual equivalent, an “Imprint” (solely to the extent expressly permitted by the Rules), is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.
- 2.17** “**HPS**” means collectively Heartland Payment Systems, Inc., and its sponsoring banks, and other vendors and subcontractors.
- 2.18** “**Member Sponsor Bank**” is a bank that has obtained a membership with the Card Brands to allow processor access to the Card Brand Networks.

- 2.19** “**Merchant**” means the County of Fresno, including each of its departmental units identified by the merchant identification numbers set forth in exhibit C to this Agreement.
- 2.20** “**MCC**” also known as “**Merchant Category Code**” is a 4 digit number used to describe the Merchant’s primary business.
- 2.21** “**Outbound Telemarketing Transaction**” means a transaction in which a payment results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.
- 2.22** “**Pass Through**” means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.
- 2.23** “**Payment Facilitator**” is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.
- 2.24** “**Payment Service Provider (PSP)**” is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.
- 2.25** [Reserved.]
- 2.26** “**Rules**” means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.
- 2.27** “**Sales Draft**” means an electronic receipt evidencing a payment Transaction.
- 2.28** “**Sub-merchant**” is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).
- 2.29** “**Third Party Agent (TPA)**” means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.
- 2.30** “**Transaction**” means any payment, or credit therefore, for which the customer makes payment using any Card presented to HPS for payment.
- 2.31** “**Virtual Terminal**” means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.
- 2.32** “**Voice Authorization**” means an Authorization obtained by a direct-dialed telephone call.
- 2.33** “**Web Payment Solution**” may be used interchangeably with “Heartland/TouchNet Hosted Website” and means an automated solution that will allow Cardholders to pay a Merchant on a hosted website.

3. Data Security Requirements

- 3.1** The PCI Security Standards Council (“PCI SSC”) was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards (“PCI DSS”) as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard (“PA-DSS”) and PIN Transaction Security Requirements for PIN-Entry Devices (“PED”).

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp

www.mastercard.com/sdp

www.discovernetwork.com/fraudsecurity/disc.html

www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation by Merchant of data security standards.

- 3.2** Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Sales Drafts maintained in accordance with this Agreement, applicable law, or Rules). Merchant must also ensure proper destruction of Cardholder, Transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

4. Rights, Duties, and Responsibilities of Merchants

- 4.1** Merchant agrees that during the term of this Agreement HPS shall be the primary provider for all payment processing services provided hereunder.
- 4.2** Merchant's policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.
- 4.3** MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.
- 4.4** Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant represents and warrants to HPS that: (a) the Account will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account and will keep such Account open at all times during which a provision of this Agreement is in effect; and, (c) the Account will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or applicable law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys' fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.
- 4.5** Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

- 4.6** As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Member Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.
- 4.7** Merchant agrees to accept Cards in accordance with the terms of this Agreement, will not process transactions or re-direct payments on behalf of another entity, and accepts American Express as a third party beneficiary, without obligations, under this Agreement. Merchant is not a third party beneficiary of any Agreement between HPS and American Express.
- 4.8** Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.9** Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.10** Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.
- 4.11** Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.
- 4.12** Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.
- 4.13** Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.
- 4.14** MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites:
<https://usa.visa.com/dam/VCOM/download/merchants/third-party-agent-due-diligence-risk-standards.pdf>
<https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>
- 4.15** Payment Service Provider (PSP)/ Payment Facilitator (PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.
- 4.16** Merchant must meet requirements as defined by the Card Schemes. Information is available at:
www.visa.com
www.mastercard.com
www.discovernetwork.com
www.americanexpress.com/merchanttopguide
www.americanexpress.com - For American Express Direct Merchants Only.
- 4.17** In the event that Merchant has elected to receive Tokenization Services, the following terms and conditions of this Section 4.17 shall apply with respect thereto. HPS will tokenize each cardholder primary account number ("PAN") submitted to HPS by Merchant in connection with a Transaction. HPS's tokenization of each PAN submitted to HPS by Merchant will occur after Authorization. Merchant hereby acknowledges that tokens may be assigned to a token group which may be shared among other HPS merchants. Merchant further acknowledges and agrees that all tokens provided or created in connection herewith remain the sole and exclusive property of HPS and cannot be transferred or removed from HPS and will not follow Merchant to any other provider without prior written approval from HPS, which approval may be approved or withheld by HPS in its sole discretion.

5. Debit Card Processing

- 5.1 Merchant understands and agrees that HPS and Bay Bank, FSB or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.
- 5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.
- 5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

6. Fees

- 6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if (i) any Card Scheme or third party changes its fees with HPS, including American Express fees, in the event that Merchant's American Express status changes or (ii) the average ticket size increases from the average ticket size of the previous thirty (30) day period. If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.
- 6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.
- 6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Merchant Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

- 7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.
- 7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.
- 7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.
- 7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.
- 7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

- 8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.
- 8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.
- 8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Merchant Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments.

Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

- 9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.
- 9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.
- 9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses pursuant to this Agreement are commercial in nature.
- 9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
- 9.5 Merchant agrees to abide by the limitations of liability as set forth in this Agreement, and also agrees that neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.
- 9.6 In this Section 9, "HPS" includes each of HPS and American Express.

10. Display of Materials: Trademarks

- 10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of promotional materials and use of any trade name, trademark, service mark or logo type (“Marks”) associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.
- 10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant’s products or services.
- 10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant’s website(s), once (a) this Agreement is terminated or expires or (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

11. Term: Termination

11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of thirty-six (36) months therefrom. Thereafter, this Agreement may be extended for no more than two additional twelve (12) month periods only upon written approval of both parties at least 30 days before the first day of the next 12-month extension period. The Merchant’s Auditor-Controller/Treasurer-Tax Collector or their designee is authorized to sign the written approval on behalf of the Merchant based on HPS’s satisfactory performance. The extension of this Agreement by the Merchant is not a waiver or compromise of any default or breach of this Agreement by HPS existing at the time of the extension whether or not known to the Merchant. In case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.

- (i) The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the Merchant, upon 30 days’ advance written notice to HPS, may modify the services provided by HPS under this Agreement, or terminate this Agreement.

11.2 In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must (i) notify HPS of such breach; (ii) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate this Agreement subject to the terms herein.

- 11.3 If any of the following events shall occur (each an “Event of Default”):
- (i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or
 - (ii) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
 - (iii) Material adverse change in the business, financial condition, business procedure or services of Merchant; or
 - (iv) any information contained in the Merchant Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
 - (v) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant’s Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
 - (vi) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or
 - (vii) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
 - (viii) Merchants engages in any Outbound Telemarketing Transactions; or
 - (ix) Merchant or any other person owning or controlling Merchant’s business is or becomes listed in any Card Scheme’s security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

- 11.4** In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold the applicable Fees set forth in the applicable Merchant Agreement and until the Merchant's obligations are fully satisfied discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.
- 11.5** Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS/TouchNet and/or its suppliers.
- 11.6** Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of this Agreement, which by their terms are intended to survive or be perpetual or irrevocable.
- 11.7** If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.
- 11.8** The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

- 12.1** If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the terminated merchant file. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

- 13.1** All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Merchant Application or to HPS at the address set forth below, or at such other address as the receiving party may have provided by prior written notice to the other:

Heartland Payment Systems, LLC

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
Phone: (888) 963-3600

Member Sponsor Banks

Issues Regarding Credit Cards

Deutsche Bank Trust Company Americas

Cash Management
1 Columbus Circle, New York NY, USA 10019-8735
Email: COMPL.Card_Acquiring@list.DB.com

Wells Fargo Bank, N.A.

P.O. Box 6079
Concord, CA 94524
Phone: (844) 284-6834

Issues Regarding Debit Cards

PB&T BANK
301 West 5th Street
Pueblo, CO. 81003
(888) 728-3550

14. Additional Terms

- 14.1 Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Merchant Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.
- 14.2 Entire Agreement:** With respect to the subject matter of this Agreement, this Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.
- 14.3 Amendments:** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.
- 14.4 No Waiver of Rights:** Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 14.5 Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.
- 14.6 Assignability:** Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.
- 14.7 Damages:** In any judicial proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the providing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts.
- 14.8 Relationship of the Parties:** Except as otherwise expressly set forth in this Agreement, HPS and Merchant are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Except as provided in this Agreement, HPS and Merchant each shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Neither HPS nor Merchant will have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.
- 14.9 Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.
- 14.10 Privacy Policy:** All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions

or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.

14.11 Governing Law: This Agreement shall be construed and governed by the laws of the state of in which the Merchant is located without regard to legal principles related to conflict of laws.

14.12 Jurisdiction & Venue: Any suit, action or proceeding (collectively “action”) arising out of or relating to this Agreement shall be brought only in the courts of the state in which the Merchant is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and further waive any claim that such action is brought in an improper or inconvenient forum.

14.13 No Third Party Beneficiary. Under no circumstance, shall any third party be considered a third party beneficiary of Merchant’s rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

14.14 Changes: HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when reasonable notice thereof is given by HPS either through written communication or on its merchant website located at <https://infocentral.heartlandpaymentsystems.com>.

14.15 Reserved.

14.16 Nondiscrimination. To the extent required by law, during the performance of this Agreement, HPS shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

14.17 Disclosure of Self-Dealing Transactions.

- (i) **Applicability.** This section applies if HPS is operating as a corporation, or changes its status to operate as a corporation.
- (ii) **Duty to Disclose.** If any member of HPS’s board of directors is party to a self-dealing transaction, they shall disclose the transaction by completing and signing a “Self-Dealing Transaction Disclosure Form” (Exhibit D to this Agreement) and submitting it to Merchant before commencing the transaction or immediately after.
- (iii) **Definition.** “Self-dealing transaction” means a transaction in which HPS is a party and in which one or more of its directors, as an individual, has a material financial interest.

15. Optional Card Brand Fees:

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a “true convenience” are payment through the internet, mail order or phone order. All Card Schemes allow merchants to charge a convenience fee. All Card Schemes must be charged equally. Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any government or education merchant; and (iii) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder’s receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the merchant’s cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of its establishment and at the point of sale. The Cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant’s discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education merchants to charge a different type of fee called a “service fee”. This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge “convenience fees” and has no separate “service fee” for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

- 16. Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
- 17. State Audit Requirements.** If the compensation to be paid by Merchant under this Agreement exceeds \$10,000, this Agreement is subject to the examination and audit of the California State Auditor, as provided in California Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

Signature Page Follows

By signing below, each party acknowledges that it has carefully read and fully understood this agreement, and each agrees to be bound by the terms of this agreement.

HEARTLAND PAYMENT SYSTEMS, LLC


DocuSigned by:
By: David L. Green
B858729A465E467... BS

Name: David L. Green

Title: Secretary

Date: 12/02/2024

COUNTY OF FRESNO

By: 

Name: Nathan Magsig

Title: Chairman of the Board of Supervisors of the County of Fresno

Date: 12-17-2024

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY COF:

ORG NO.: 0410
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000



- CARD ONLY
- ACH ONLY
- DUAL

RS-SONA	_____	_____	_____
AFFILIATE CODE / PARTNER ID	_____	NAME OF AFFILIATE	LEAD GENERATOR ID #
Greg Mathews	_____	713-655-1991	_____
RM	_____	PHONE #	_____

COMPANY INFORMATION

Cost Plus Pricing	Nely Pacheco Jimenez	559-600-1339	AUTHORIZED TO PURCHASE:
MERCHANT DBA NAME	PRIMARY CONTACT NAME	PRIMARY CONTACT PHONE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2281 Tulare St Room 101	Fresno, CA 93721	559-600-3487	5
DBA ADDRESS	DBA CITY / STATE / ZIP	DBA PHONE NUMBER	NUMBER OF LOCATIONS
County of Fresno	Frank Gomez	559-600-1643	AUTHORIZED TO PURCHASE:
LEGAL NAME	SECONDARY CONTACT NAME	SECONDARY CONTACT PHONE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(Must correspond with IRS Filing Name)			
PO Box 1247	Fresno, CA 93715	559-600-3487	94-6000512
LEGAL ADDRESS	LEGAL CITY / STATE / ZIP	LEGAL PHONE NUMBER	FEDERAL TAX ID / EIN
			(Must correspond w/ Legal Name)
www.fresnocountyca.gov			
WEBSITE ADDRESS		CUSTOMER SERVICE EMAIL	

njimenez@fresnocountyca.gov	Nely	Pacheco Jimenez
EMAIL ADDRESS (InfoCentral Admin User Email Address)	EMAIL CONTACT FIRST NAME	EMAIL CONTACT LAST NAME

MEMBER SPONSOR BANK DISCLOSURE INFORMATION

SERVICE PROVIDER: Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

MEMBER SPONSOR BANK (ACQUIRER) INFORMATION (Visa & Mastercard Only)

DEBIT BANK SPONSOR

Deutsche Bank Trust Company Americas
 Cash Management
 1 Columbus Circle, New York NY, USA 10019-8735
 Email: COMPL.Card_Acquiring@list.DB.com

Wells Fargo Bank, N.A.
 P.O. Box 6079
 Concord, CA 94524
 Phone: (844) 284-6834

PB&T Bank
 301 West 5th Street
 Pueblo, Colorado 81003
 Phone: 1 (888) 728-3550

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: <https://www.Mastercard.us/en-us/about-Mastercard/what-we-do/rules.html>
- You may download "American Express Merchant Operating Requirements" at: www.americanexpress.com/merchantopguide

IMPORTANT MERCHANT RESPONSIBILITIES

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
- Merchant must maintain fraud and chargeback below thresholds.
- Merchant must review and understand the terms of the Merchant Processing Agreement.
- Merchant must comply with the Card Brands Operating Regulations.
- Merchant must retain a signed copy of this Disclosure Page.

- The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
- The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
- The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
- The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

DocuSigned by:		11/26/2024
	Oscar J. Garcia, Auditor-Controller/Treasurer-Tax Collector	_____
<input checked="" type="checkbox"/> OV D823AAC1FBCF4B4...	PRINT NAME & TITLE	DATE

CARD FEE SCHEDULE

SERVICE REQUESTED	DISCOUNT RATE	DISCOUNT PER ITEM	TRANS FEE DIAL	TRANS FEE IP
Visa	0.12 %	\$	\$ 0.12	\$ 0.12
MasterCard	0.12 %	\$		
Discover/JCB	0.12 %	\$		
PayPal	%	\$	\$ 0.12	\$ 0.12
PIN Debit (Plus Debit Network Fees)	%	\$	\$ 0.12	\$ 0.12
American Express	0.12 %	\$	\$ 0.12	\$ 0.12
RECURRING FEES				
		MONTHLY FEE	TRANACTIO N FEE	SETUP FEE
Chargeback Fee			\$ 5.00	
Voice Auth Fee			\$ 0.00	
Service & Regulatory Mandate Fee		\$		
PCI Non-Compliance Fee		\$ 8.50		
<input type="checkbox"/> Extended+:		\$ 0.00	Wells Fargo Merchants Only	

\$ 5,414,185.78 ANNUAL VOLUME

\$ AVERAGE TICKET

Cost Plus

Service Fee (Pass Through/Single Transaction)

SETTLEMENT: Daily / Split Daily / Net Monthly Disc Fee 0 BP

\$ AMERICAN EXPRESS ANNUAL VOLUME

\$ AMERICAN EXPRESS AVERAGE TICKET

OptBlue – See Industry Thresholds for eligibility if Volume is greater than \$1MM

I opt out of receiving marketing material from American Express

AMERICAN EXPRESS MERCHANT NUMBER

AMERICAN EXPRESS FRANCHISE CAP NUMBER

AMERICAN EXPRESS FRANCHISE NAME

IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement". Note: Any individual, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a merchant must be listed below.

(1) Authorized Signer

Citizenship: U.S. NON-U.S.

Oscar J. Garcia Auditor-Controller/Treasurer-Tax Collector

NAME TITLE SOCIAL SECURITY NUMBER 12191962 DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP LENGTH OF TIME AT ADDRESS DRIVER'S LICENSE NUMBER

(2) Authorized Signer

Citizenship: U.S. NON-U.S.

NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP LENGTH OF TIME AT ADDRESS DRIVER'S LICENSE NUMBER

DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Heartland to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Heartland has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Heartland under this Agreement have been paid in full.

DEPOSITORY BANK NAME PHONE NUMBER CITY, STATE, ZIP

CARD DEBIT AND CREDIT AUTHORIZATION

	TYPE OF ACCOUNT	ACCOUNT NUMBER	ROUTING NUMBER	NAME AS IT APPEARS ON BANK ACCOUNT
CARD DEPOSITS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:	097002596	121100782	BMO Bank NA
CARD FEES (If separate from Deposit)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:			

ACH DEBIT / CREDIT AUTHORIZATION

	ACCOUNT TYPE	TRANSIT ROUTER / ABA NUMBER	ACCOUNT NUMBER	NAME AS IT APPEARS ON ACCOUNT
DEPOSITS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA
FEES	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA
RETURNS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA

INTERCHANGE QUALIFICATION

MOTO / Internet Retail Small Ticket

CARD ACCEPTANCE

All Cards Accepted

DEPOSIT METHOD

Standard

SALES METHOD

On Premise Face to Face Sales: 10 %
Off Premise Face to Face Sales: %
Mail Order Sales: %
Real-Time Internet Sales: 80 %
Inbound Telephone Order Sales: 10 %
Outbound Telephone Order Sales: %
Internet (keyed) : %
Recurring Billing: %
TOTAL = 100%

PROCESSING METHOD

Card Swiped: 10 %
Keyed with Imprinted Receipt: %
Keyed without Imprinted Receipt: 90 %
TOTAL = 100%

FUTURE DELIVERY (FD)*

2 - 5 Days: %
6 - 10 Day: %
11 - 30 Days: %
31 - 60 Days: %
61 - 90 Days: %
91 - 120 Days: %
> 120Days: %
IF APPLICABLE TOTAL = 100%

MOTO CARD TYPE

Percent of Domestic Transactions: 100 %
Percent of Foreign Transactions: %
TOTAL = 100%

PERCENT OF GIFT CARD SALES: 0 %

WHAT PERCENTAGE OF
BANKCARD VOLUME IS "FD": %

* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

STATEMENT OPTIONS

STATEMENT TYPE

Standard

MAIL STATEMENTS TO

Suppress Statements

DISPUTE LETTERS *Select mail option as back-up.

MAILING OPTIONS

Legal DBA

ELECTRONIC OPTIONS*

Fax Email

* All Electronic Communications (Including ACH Returns): Same Email as InfoCentral Preferred Email Address:

MERCHANT DETAIL

TYPE OF BUSINESS:

Private
 Public:

TYPE OF OWNERSHIP:

Corporation
 Government
 Municipality
 Non-Profit

BUSINESS IS CONDUCTED:

Consumer: 100%
ARE WEB BASED SALES PROCESSED BY HPS: Yes

1877

DATE BUSINESS STARTED

Tax Time

PEAK RECURRING TRANSACTION DATES

Tax Collection

PRODUCT/SERVICE PROVIDED

Duplicates and errors only

DEFINE YOUR REFUND POLICY

PCI COMPLIANCE

IS YOUR BUSINESS PCI COMPLIANT: Yes No

DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: Yes No
(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

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:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR: Yes No N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE): Yes No N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED: Yes No N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE.*: Yes No N/A
If yes, what was the date of the compromise:
(Copy of the completed forensic investigation is required with the app.) 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: Yes No N/A
 I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL: Yes No N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**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 Heartlands 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 Heartland immediately should the information on this Compliance Statement change.

<input checked="" type="checkbox"/> Heartland ACH WEB: <input type="checkbox"/> Consumer <input type="checkbox"/> Corporate <input checked="" type="checkbox"/> Both	<input checked="" type="checkbox"/> Heartland ACH Debit (Select all that apply): <input checked="" type="checkbox"/> Single <input checked="" type="checkbox"/> Consumer <input checked="" type="checkbox"/> Recurring <input checked="" type="checkbox"/> Corporate Virtual Terminal:	<input checked="" type="checkbox"/> Heartland ACH Tel Vendor: <input checked="" type="checkbox"/> Heartland <input type="checkbox"/> Third Party: _____
---	---	--

Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

ACH FEE SCHEDULE

NOTE: ACH ACCOUNT VERIFICATION IS INCLUDED

FEE TYPE	DOLLAR	PERCENTAGE
<input checked="" type="checkbox"/> Setup Fee	\$	
<input checked="" type="checkbox"/> Transaction Fee	\$ 0.35	%
<input checked="" type="checkbox"/> Service Fee	\$	%
<input checked="" type="checkbox"/> Return Item Fee	\$5.00	
<input checked="" type="checkbox"/> Unauthorized Entry Fee	\$5.00	
<input checked="" type="checkbox"/> Re-presentation Fee*	2.00	
	\$	0.00
Monthly Fee	OR	Monthly Minimum

\$ 200,000,000.00	\$ 4000.00
ANNUAL ACH VOLUME	AVERAGE ACH TICKET AMOUNT
\$ 250,000.00	25
HIGH ACH TICKET LIMIT REQUESTED (Subject to Approval)	HIGH TICKET FREQUENCY
\$ 2500.00	\$ 2
AVERAGE RETURN CHECK AMOUNT	TOTAL MONTHLY CHECK RETURNS
3,000	
AVERAGE NUMBER OF ACH TRANSACTION PER MONTH	*Re-presentation (Limitation of 2 per NACHA guidelines)

For High Ticket Transactions an additional BP will be assessed on the amount above \$

PROCESSING METHOD - Note: Must equal 100%			
Heartland ACH Debit	Heartland ACH TEL	Heartland ACH WEB	TOTAL
10 %	10 %	80 %	100%

AUTHORIZATION METHOD

Which authorization procedure does Merchant utilize to confirm customers consent:

Heartland ACH Debit
 Signed written authorization from customer: Heartland provides Authorization Form Template Merchant created Authorization Form

Heartland ACH WEB
 Web Authorization: Customer provides electronic signature Customer logs in a username and password

Heartland ACH TEL
 Recorded Verbal Authorization: Heartland provided script Merchant created script
 If utilizing Recorded Verbal Authorization; select one:
 Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
 Merchant has existing recording service to capture verbal customer authorizations
 How are recordings stored:
 Via website URL: _____ Via phone: #: _____

REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.

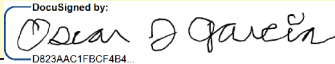
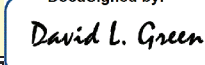
DESCRIPTOR

PHONE NUMBER AS IT APPEARS ON CUSTOMER STATEMENTS _____ COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters) _____

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES NO If yes, date filed: _____

In connection with this Application, I, the undersigned, authorize Heartland to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to Heartland obtaining consumer reports about me at various times during the term of the Agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the Agreement; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize Heartland to contact third parties to verify any information in the Application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize Heartland to share my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this Application shall constitute the agreement(s) between the parties. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

<input checked="" type="checkbox"/>  DocuSigned by: Oscar J. Garcia, Auditor-Controller/Treasurer-Tax Collector	11/26/2024
AUTHORIZED MERCHANT SIGNER SIGNATURE	DATE
<input checked="" type="checkbox"/>  DocuSigned by: David L. Green	12/02/2024
OWNER SIGNATURE	DATE

THE TERM OF THIS AGREEMENT IS 36 MONTHS

CARD ONLY
 ACH ONLY
 DUAL

RS-SONA	_____	_____	_____
AFFILIATE CODE / PARTNER ID	_____	NAME OF AFFILIATE	LEAD GENERATOR ID #
Greg Mathews	_____	713-655-1991	_____
RM	_____	PHONE #	_____

COMPANY INFORMATION

Auditor-Controller/Treasurer-Tax Collector, Treasurer	Nely Pacheco Jimenez	559-600-1339	AUTHORIZED TO PURCHASE:
MERCHANT DBA NAME	PRIMARY CONTACT NAME	PRIMARY CONTACT PHONE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2281 Tulare St Room 101	Fresno, CA 93721	559-600-3487	5
DBA ADDRESS	DBA CITY / STATE / ZIP	DBA PHONE NUMBER	NUMBER OF LOCATIONS
County of Fresno	Frank Gomez	559-600-1643	AUTHORIZED TO PURCHASE:
LEGAL NAME	SECONDARY CONTACT NAME	SECONDARY CONTACT PHONE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(Must correspond with IRS Filing Name)			
PO Box 1247	Fresno, CA 93715	559-600-3487	94-6000512
LEGAL ADDRESS	LEGAL CITY / STATE / ZIP	LEGAL PHONE NUMBER	FEDERAL TAX ID / EIN
			(Must correspond w/ Legal Name)
www.fresnocountyca.gov			
WEBSITE ADDRESS		CUSTOMER SERVICE EMAIL	

njimenez@fresnocountyca.gov	Nely	Pacheco Jimenez
EMAIL ADDRESS (InfoCentral Admin User Email Address)	EMAIL CONTACT FIRST NAME	EMAIL CONTACT LAST NAME

MEMBER SPONSOR BANK DISCLOSURE INFORMATION

SERVICE PROVIDER: Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

MEMBER SPONSOR BANK (ACQUIRER) INFORMATION (Visa & Mastercard Only)

Deutsche Bank Trust Company Americas
 Cash Management
 1 Columbus Circle, New York NY, USA 10019-8735
 Email: COMPL.Card_Acquiring@list.DB.com

Wells Fargo Bank, N.A.
 P.O. Box 6079
 Concord, CA 94524
 Phone: (844) 284-6834

DEBIT BANK SPONSOR

PB&T Bank
 301 West 5th Street
 Pueblo, Colorado 81003
 Phone: 1 (888) 728-3550

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: <https://www.Mastercard.us/en-us/about-Mastercard/what-we-do/rules.html>
- You may download "American Express Merchant Operating Requirements" at: www.americanexpress.com/merchantopguide

IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
- Merchant must maintain fraud and chargeback below thresholds.
- Merchant must review and understand the terms of the Merchant Processing Agreement.
- Merchant must comply with the Card Brands Operating Regulations.
- Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

- The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
- The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
- The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
- The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

DocuSigned by:

 DB29AAC1FBCF4B4
 OWNER/OFFICER SIGNATURE *

Oscar J. Garcia, Auditor-Controller/Treasurer-Tax Collector

PRINT NAME & TITLE

11/26/2024

DATE

Exhibit B

CARD FEE SCHEDULE

SERVICE REQUESTED	DISCOUNT RATE	DISCOUNT PER ITEM	TRANS FEE DIAL	TRANS FEE IP
Visa	2.30 %	\$	\$ 0	\$ 0
MasterCard	2.30 %	\$		
Discover/JCB	2.30 %	\$		
PayPal	%	\$	\$	\$
PIN Debit (Plus Debit Network Fees)	%	\$	\$ 3.29	\$ 3.29
American Express	2.30 %	\$	\$ 0	\$ 0
RECURRING FEES				
		MONTHLY FEE	TRANACTIO N FEE	SETUP FEE
Chargeback Fee			\$ 5.00	
Voice Auth Fee			\$ 0.00	
Service & Regulatory Mandate Fee		\$		
PCI Non-Compliance Fee		\$ 0.00		
<input type="checkbox"/> Extended+:		\$ 0.00	Wells Fargo Merchants Only	

\$66,800,000.00 ANNUAL VOLUME

\$811.81 AVERAGE TICKET

Cost Plus

Service Fee (Pass Through/Single Transaction)

SETTLEMENT: Daily / Split Daily / Net Monthly Disc Fee 0 BP

\$4,800,000.00 AMERICAN EXPRESS ANNUAL VOLUME

\$2200.00 AMERICAN EXPRESS AVERAGE TICKET

OptBlue – See Industry Thresholds for eligibility if Volume is greater than \$1MM

I opt out of receiving marketing material from American Express

AMERICAN EXPRESS MERCHANT NUMBER

AMERICAN EXPRESS FRANCHISE CAP NUMBER

AMERICAN EXPRESS FRANCHISE NAME

IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement". Note: Any individual, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a merchant must be listed below.

(1) Authorized Signer

Citizenship: U.S. NON-U.S.

Oscar J. Garcia, Auditor-Controller/Treasurer-Tax Collector

NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP LENGTH OF TIME AT ADDRESS DRIVER'S LICENSE NUMBER

(2) Authorized Signer

Citizenship: U.S. NON-U.S.

NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP LENGTH OF TIME AT ADDRESS DRIVER'S LICENSE NUMBER

DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Heartland to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Heartland has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Heartland under this Agreement have been paid in full.

DEPOSITORY BANK NAME PHONE NUMBER CITY, STATE, ZIP

CARD DEBIT AND CREDIT AUTHORIZATION

	TYPE OF ACCOUNT	ACCOUNT NUMBER	ROUTING NUMBER	NAME AS IT APPEARS ON BANK ACCOUNT
CARD DEPOSITS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:	097002596	121100782	BMO Bank NA
CARD FEES (If separate from Deposit)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:			

ACH DEBIT / CREDIT AUTHORIZATION

	ACCOUNT TYPE	TRANSIT ROUTER / ABA NUMBER	ACCOUNT NUMBER	NAME AS IT APPEARS ON ACCOUNT
DEPOSITS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA
FEES	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA
RETURNS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	121100782	097002596	BMO Bank NA

Exhibit B

INTERCHANGE QUALIFICATION

MOTO / Internet Retail Small Ticket

CARD ACCEPTANCE

All Cards Accepted

DEPOSIT METHOD

Standard

SALES METHOD

On Premise Face to Face Sales: 10 %
Off Premise Face to Face Sales: %
Mail Order Sales: %
Real-Time Internet Sales: 80 %
Inbound Telephone Order Sales: 10 %
Outbound Telephone Order Sales: %
Internet (keyed) : %
Recurring Billing: %
TOTAL = 100%

PROCESSING METHOD

Card Swiped: 10 %
Keyed with Imprinted Receipt: %
Keyed without Imprinted Receipt: 90 %
TOTAL = 100%

FUTURE DELIVERY (FD)*

2 - 5 Days: %
6 - 10 Day: %
11 - 30 Days: %
31 - 60 Days: %
61 - 90 Days: %
91 - 120 Days: %
> 120Days: %
IF APPLICABLE TOTAL = 100%

MOTO CARD TYPE

Percent of Domestic Transactions: 100 %
Percent of Foreign Transactions: %
TOTAL = 100%

PERCENT OF GIFT CARD SALES: 0 %

WHAT PERCENTAGE OF
BANKCARD VOLUME IS "FD": %

* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

STATEMENT OPTIONS

STATEMENT TYPE

Standard

MAIL STATEMENTS TO

Suppress Statements

DISPUTE LETTERS *Select mail option as back-up.

MAILING OPTIONS

Legal DBA

ELECTRONIC OPTIONS*

Fax Email

* All Electronic Communications (Including ACH Returns); Same Email as InfoCentral Preferred Email Address:

MERCHANT DETAIL

TYPE OF BUSINESS:

Private
 Public:

TYPE OF OWNERSHIP:

Corporation
 Government
 Municipality
 Non-Profit

BUSINESS IS CONDUCTED:

Consumer: 100%
ARE WEB BASED SALES PROCESSED BY HPS: Yes

1877
DATE BUSINESS STARTED

Tax Time
PEAK RECURRING TRANSACTION DATES

Tax Collection

PRODUCT/SERVICE PROVIDED

Duplicates and errors only

DEFINE YOUR REFUND POLICY

PCI COMPLIANCE

IS YOUR BUSINESS PCI COMPLIANT: Yes No

DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: Yes No
(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

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:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR: Yes No N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE): Yes No N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED: Yes No N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE.*: Yes No N/A
If yes, what was the date of the compromise:
(Copy of the completed forensic investigation is required with the app.) 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: Yes No N/A
 I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL: Yes No N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**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 Heartlands 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 Heartland immediately should the information on this Compliance Statement change.

<input checked="" type="checkbox"/> Heartland ACH WEB: <input type="checkbox"/> Consumer <input type="checkbox"/> Corporate <input checked="" type="checkbox"/> Both	<input checked="" type="checkbox"/> Heartland ACH Debit (Select all that apply): <input checked="" type="checkbox"/> Single <input checked="" type="checkbox"/> Consumer <input checked="" type="checkbox"/> Recurring <input checked="" type="checkbox"/> Corporate Virtual Terminal:	<input checked="" type="checkbox"/> Heartland ACH Tel Vendor: <input checked="" type="checkbox"/> Heartland <input type="checkbox"/> Third Party: _____
---	---	--

Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

ACH FEE SCHEDULE

NOTE: ACH ACCOUNT VERIFICATION IS INCLUDED

FEE TYPE	DOLLAR	PERCENTAGE
<input checked="" type="checkbox"/> Setup Fee	\$	
<input checked="" type="checkbox"/> Transaction Fee	\$	%
<input checked="" type="checkbox"/> Service Fee	\$ 0.50	%
<input checked="" type="checkbox"/> Return Item Fee	\$5.00	
<input checked="" type="checkbox"/> Unauthorized Entry Fee	\$5.00	
<input checked="" type="checkbox"/> Re-presentation Fee*	2.00	
	\$	0.00

\$ 200,000,000.00	\$ 4000.00
ANNUAL ACH VOLUME	AVERAGE ACH TICKET AMOUNT
\$ 250,000.00	25
HIGH ACH TICKET LIMIT REQUESTED (Subject to Approval)	HIGH TICKET FREQUENCY
\$ 2500.00	\$ 2
AVERAGE RETURN CHECK AMOUNT	TOTAL MONTHLY CHECK RETURNS
3,000	
AVERAGE NUMBER OF ACH TRANSACTION PER MONTH	*Re-presentation (Limitation of 2 per NACHA guidelines)

Monthly Fee OR Monthly Minimum

For High Ticket Transactions an additional BP will be assessed on the amount above \$

PROCESSING METHOD - Note: Must equal 100%

Heartland ACH Debit	Heartland ACH TEL	Heartland ACH WEB	TOTAL
10 %	10 %	80 %	100%

AUTHORIZATION METHOD

Which authorization procedure does Merchant utilize to confirm customers consent:

Heartland ACH Debit
 Signed written authorization from customer: Heartland provides Authorization Form Template Merchant created Authorization Form

Heartland ACH WEB
 Web Authorization: Customer provides electronic signature Customer logs in a username and password

Heartland ACH TEL
 Recorded Verbal Authorization: Heartland provided script Merchant created script
 If utilizing Recorded Verbal Authorization; select one:
 Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
 Merchant has existing recording service to capture verbal customer authorizations
 How are recordings stored:
 Via website URL: _____ Via phone: #: _____

REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.

DESCRIPTOR

PHONE NUMBER AS IT APPEARS ON CUSTOMER STATEMENTS _____ COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters) _____

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES NO If yes, date filed: _____

In connection with this Application, I, the undersigned, authorize Heartland to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to Heartland obtaining consumer reports about me at various times during the term of the Agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the Agreement; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize Heartland to contact third parties to verify any information in the Application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize Heartland to share my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this Application shall constitute the agreement(s) between the parties. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

DocuSigned by: <input checked="" type="checkbox"/> <i>Oscar J Garcia</i> <small>D823AAC1FBCF4B4</small> AUTHORIZED MERCHANT SIGNER SIGNATURE	Oscar J. Garcia, Auditor-Controller/Treasurer-Tax Collector PRINT NAME & TITLE	11/26/2024 DATE
DocuSigned by: <input checked="" type="checkbox"/> <i>David L. Green</i> <small>B858729A465E467...</small> _____ AU _____ BS _____ NER SIGNATURE	David L. Green PRINT NAME & TITLE Secretary	12/02/2024 DATE

THE TERM OF THIS AGREEMENT IS 36 MONTHS

Exhibit C

Merchant Identification Numbers

Service Fee MIDs

Merchant Number	DBA Name	Card	ACH
650000007654372	FRESNO CO PUBLIC WORKS AND PLA	x	
650000007834370	FRESNO CO PUB WORKS AMERICAN A	x	
650000007834396	FRESNO CO PUB WORKS DEVSERVICE	x	
650000007994042	FRESNO COUNTY TAX COLLECTOR	x	x
650000008492061	COUNTY OF FRESNO DPH VITAL STA	x	
650000011998757	FRESNO COUNTY CLERK	x	
650000007620407	FRESNO COUNTY AGRICULTURE DEPT	x	

Cost Plus MIDs

Merchant Number	DBA Name	Card	ACH
650000007578654	REVENUE COLLECTIONS UNIT WEB	x	x
650000007578670	REVENUE COLLECTIONS UNIT IVR	x	x
650000007654349	FRESNO CO DEPT OF BEHAVIORAL H	x	x
650000007654398	FRESNO COUNTY DSS FINANCE	x	
650000007695128	DPH ADMINISTRATION BUSINESS OF	x	x
650000007695235	DPH EMERGENCY MEDICAL SERVICES	x	x
650000007695243	DPH ENVIRONMENTAL HEALTH	x	x
650000007695250	DPH IMMUNIZATIONS CLINIC	x	x
650000008002092	FRESNO CO PROBATION DV	x	
650000008002167	FRESNO CO PROBATION AWOP	x	
650000008007307	FRESNO COUNTY CLERK ELECTIONS	x	
650000010802422	FRESNO COUNTY DSS FINANCE	x	
650000011895722	FRESNO COUNTY PUBLIC LAW LIBRA	x	

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno (“County”), members of a Contractor’s board of directors (“County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.”

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Addendum

HPS shall provide electronic payment processing for credit card, debit card, and e-check payments, as applicable, under the Agreement, via the Merchant's websites, IVR systems, phone systems, and point of sale ("POS") locations.

In addition to the services outlined in the Agreement, HPS shall provide the following services:

1. Electronic Payment Services

- a. HPS shall provide Payers with the opportunity to make County Payments by electronic check, credit card, and debit card, as applicable, under the Agreement, through an Internet interface, an IVR system, phone systems (including live operator), POS locations, self-service kiosks, and mobile payment options.
- b. HPS shall provide real-time processing of all payment transactions, including:
 - i. Validating bank transit routing numbers and ACH eligibility;
 - ii. Validating checking account numbers for structure and validity;
 - iii. Checking against negative files in established proprietary databases; and
 - iv. Ensuring transaction amounts are within County-specified limits.
- c. HPS shall create transaction files and forward payment transactions to the appropriate processing networks (ACH for e-checks, card networks for credit or debit cards), electronically debiting the Payers' accounts and crediting the Merchant Account.
- d. HPS shall settle each County Payment into the Account or Merchant Account, as applicable under the Agreement, within three (3) business days following the completion date of the County Payment transaction.
- e. HPS shall confirm the dollar amount of each County Payment and the corresponding fees to be charged, obtaining the Payer's authorization prior to initiating the transaction.
- f. HPS shall provide Payers with electronic confirmation of transactions and retain authorization logs and transaction records for the period required by applicable laws and regulations.
- g. HPS shall arrange for unique descriptors for County Payments and fees on Payers' bank statements, clearly distinguishing between the two.
- h. HPS shall provide Merchant with daily reports detailing payment transactions and chargeback transactions.
- i. HPS shall support both blind collection of fees and matched payments tied to live data, with the ability to validate amounts and identifiers such as Assessor's Parcel Number (APN).

- j. HPS shall implement a system capable of processing payments with effective dates and retaining historical fee information.

2. System Capabilities and Integration

- a. HPS shall provide a system that integrates with Merchant systems, including but not limited to CUBS (Columbia Ultimate Business Solutions), Tax System, and PeopleSoft.
- b. HPS shall support flexible web payment solutions for integration into Merchant-hosted webpages.
- c. HPS shall provide IP-based POS hardware/software as needed and agreed upon, meeting or exceeding industry standards.
- d. HPS shall ensure the system is capable of adding successfully completed transactions to the appropriate Merchant system via multiple file formats, including at minimum a 'flat' file with all necessary data elements.
- e. HPS shall support various closing/reconciliation times and procedures for different Merchant departments.
- f. HPS shall integrate the payment system with iNovah Cashier (2.6 version) System Innovators (SI), a division of N. Harris Computer Corporation.

3. Reporting and Reconciliation

- a. HPS shall provide real-time reporting capabilities via a secure website.
- b. HPS shall generate daily, weekly, monthly, and year-to-date reports by payment type and transaction type, including record counts and user-designated date ranges.
- c. HPS shall provide standard reports, including but not limited to:
 - i. Transaction/Payment Type Report
 - ii. Summary of Payments Report
 - iii. Payment Void Report
- d. HPS shall ensure all reports are exportable to archival file types such as PDF or CSV.
- e. HPS shall make reports available via email to appropriate Merchant Department contacts and/or via secure internet access.

4. Security and Compliance

- a. HPS shall maintain a compliant PCI DSS "Report on Compliance" (RoC) at HPS's sole cost and expense.
- b. HPS shall implement and maintain EMV (Europay, Mastercard, and Visa) technology standards throughout the term of the agreement and any renewal periods.

- c. HPS shall ensure the protection of Payers' personal identifying information, maintaining strict confidentiality at all times.
- d. HPS shall co-administer security with designated Merchant employee(s).

5. User Interface and Accessibility

- a. HPS shall provide public-facing services in languages other than English.
- b. HPS shall ensure all public-facing services meet ADA compliance requirements.
- c. HPS shall implement a system capable of printing customer receipts with data elements and receipt information in formats determined by the System Administrator for each Merchant department.

6. Implementation and Support

- a. HPS shall complete system installation and be ready for training within 45 days of contract signing.
- b. HPS shall ensure the system is in full production use no later than December 24, 2024.
- c. HPS shall provide "train-the-trainer" style classes at a County location, covering administrative, supervisory, and data entry functions\
- d. HPS shall provide support from 7:00 a.m. to 5:00 p.m. (Pacific Time) on weekdays, excluding County holidays.
- e. The vendor handles all customer claims and transaction disputes, providing support from 8:00 a.m. to 5:00 p.m. (Pacific Time) with both Internet and telephone options preferred.

7. Insurance

For purposes of this section 7, "County" means Merchant and "Contractor" means HPS.

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) a security, which may include disclosure of personal information to an unauthorized third party; (ii) data breach; (iii) breach of any of the Contractor's obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including personal information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including security breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including personal information; and (xxi) credit monitoring expenses.

Additional Insurance Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnoCountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the

County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Certificate Of Completion

Envelope Id: 41C0CB7C96A142E18D211C5EEBF3FF22	Status: Completed
Subject: David L. Green - Complete with Docusign: County of Fresno Credit-Debit Processing Agreement.pdf	
Source Envelope:	
Document Pages: 29	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Kerri O'Connell keoconnell@tsys.com
Envelopeld Stamping: Enabled	IP Address: 68.229.176.68
Time Zone: (UTC-06:00) Central Time (US & Canada)	

Record Tracking

Status: Original 12/2/2024 12:06:33 PM	Holder: Kerri O'Connell keoconnell@tsys.com	Location: DocuSign
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Signer Events

David L. Green
david.green@globalpay.com
Secretary
Global Payments Inc.
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
David L. Green
B858729A465E467...

Signature Adoption: Pre-selected Style
Using IP Address: 64.27.254.14

Timestamp

Sent: 12/2/2024 12:18:03 PM
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Signed: 12/2/2024 2:44:58 PM

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Intermediary Delivery Events

Status

Timestamp

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Status

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Greg Mathews
greg.mathews@globalpay.com
Security Level: Email, Account Authentication (None)

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Brandon Simpson
bsimpson@tsys.com
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Accepted: 9/4/2024 1:18:03 PM
ID: 75ccb7a-ff32-462b-8d53-cfdf1dc11b72

TMSMerchantLegalRequests
TMSMerchantLegalRequests@tsys.com
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/2/2024 12:18:03 PM
Certified Delivered	Security Checked	12/2/2024 2:44:48 PM
Signing Complete	Security Checked	12/2/2024 2:44:58 PM
Completed	Security Checked	12/2/2024 2:45:02 PM

Payment Events	Status	Timestamps
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- ii. send us an email to robert.massaro@globalpay.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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