

AGREEMENT

THIS AGREEMENT is made and entered into on November 6, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY") and Heartland Payment Systems, LLC, a Delaware limited liability company authorized to do business in California, whose address is 3550 Lenox Road, Suite 3000, Atlanta, GA 30326 ("CONTRACTOR").

Recitals

A. The COUNTY collects taxes, fines, fees, and other types of monetary payments from individuals and entities subject to its jurisdiction.

B. The COUNTY desires to permit payment of amounts owed to it by means of electronic transactions.

C. The CONTRACTOR provides electronic check payment and processing transaction services and credit and debit card payment transaction services through an Internet interface over the web and an interactive telephone voice response system ("IVR").

D. The CONTRACTOR represents that it is ready, willing, and able to provide electronic payment and processing transaction services and credit and debit card payment transaction services as required by the COUNTY and subject to the terms of this agreement.

The parties therefore agree as follows:

1. DEFINITIONS

"Card Services" means the services provided by CONTRACTOR relating to credit card and/or pin-less debit card services provided in accordance with this agreement inclusive of payment and electronic funds transfer which enable Payment Transactions to be processed.

"Chargeback" means the reversal of a Payment Transaction previously credited to a COUNTY Designated Account.

"Citizen" means the person, business, or entity that initiates and makes payment of the COUNTY Payment and Convenience Fee through a Payment Transaction.

"Co-Brand" means an electronic transaction containing payment and identification

1 data which is initiated by the Citizen on the COUNTY website. The Citizen's transaction is then
2 transferred to a CONTRACTOR webpage where the Citizen completes the transaction and is
3 provided with a confirmation of the Payment Transaction.

4 "Co-Brand Plus" means an electronic transaction containing payment and
5 identification data which is initiated by the Citizen on the COUNTY website. The Citizen's
6 transaction is then transferred to a CONTRACTOR webpage where the Citizen completes the
7 transaction. The Citizen is subsequently transferred back to the COUNTY website along with
8 confirmation of the Payment Transaction.

9 "CONTRACTOR System" means CONTRACTOR's and its Suppliers' electronic
10 payment processing system including but not limited to its technology, hardware, software and
11 equipment.

12 "Convenience Fee" means the fee charged to a Citizen by CONTRACTOR for the
13 convenience of Citizen making a COUNTY Payment by use of the Services.

14 "COUNTY Designated Account" means one or more direct deposit and debit
15 accounts established and maintained by COUNTY at an ACH receiving depository institution
16 reasonably acceptable to CONTRACTOR for payment of Citizen obligations and debit of
17 Chargebacks, Return Transactions, fines, and fees.

18 "COUNTY Payment" means any payment that is owed by a Citizen to COUNTY
19 and paid through a Payment Transaction.

20 "Electronic Check Services" means the services provided by CONTRACTOR
21 relating to electronic check services provided under this agreement, including payment and
22 electronic funds transfer, which enable Payment Transactions to be processed.

23 "Payment Transaction" means an electronic payment transaction initiated by a
24 Citizen by electronic check or by credit or debit card as provided below, at the CONTRACTOR
25 or COUNTY website or IVR, as applicable, and processed by CONTRACTOR, its Suppliers, or
26 both under this agreement.

27 "PCI DSS" means the Payment Card Industry Data Security Standard that is
28 administered by the Payment Card Industry Security Standards Council.

1 “Return Transaction” means a Payment Transaction that a Citizen's depository
2 financial institution is unable to process.

3 “Return Transaction Fee” means the fee charged to COUNTY for a Payment
4 Transaction that a Citizen's depository financial institution is unable to process.

5 “Services” means the Card Services and/or Electronic Check Services provided
6 by CONTRACTOR and its Suppliers under this agreement.

7 “Simple Transaction Processor” or “STP” means an electronic transaction and
8 return confirmation containing payment and identification data, initiated and received by the
9 Citizen on the COUNTY website, without a link or transfer to a CONTRACTOR webpage.

10 “Suppliers” means CONTRACTOR authorized vendors including, but not limited
11 to, one or more ACH processors.

12 2. OBLIGATIONS OF THE CONTRACTOR

13 1) Electronic Check Services

14 A. CONTRACTOR shall provide Citizens with the opportunity to make
15 COUNTY Payments by electronic check through an Internet interface and through an IVR
16 system.

17 B. CONTRACTOR shall provide real time processing of electronic check
18 transactions, validate the bank transit routing number, validate the Automated Clearing House
19 (“ACH”) eligibility of the bank transit routing, determine that the dollar amount is below or equal
20 to the maximum and above or equal to the minimum specified by the COUNTY, validate
21 checking account number for structure, validity, and check against a negative file in an
22 established proprietary database.

23 C. CONTRACTOR shall create a transaction file and forward Payment
24 Transactions to the ACH, electronically debiting the Citizens bank account and crediting the
25 COUNTY Designated Account.

1 D. CONTRACTOR shall settle COUNTY Payments into the COUNTY
2 Designated Account within three (3) business days following the completion date of the
3 Payment Transaction.

4 E. CONTRACTOR shall confirm the dollar amount of each COUNTY Payment
5 made by Citizens and the corresponding Convenience Fees to be electronically debited from
6 the Citizen's designated demand deposit account, and obtain the Citizen's authorization
7 (electronic or otherwise) of such transaction prior to initiating the transaction.

8 F. CONTRACTOR shall provide the Citizen with electronic confirmation of the
9 electronic check transaction and retain electronic check authorization logs and transaction
10 records for such period of time as required by applicable law and the regulations of the National
11 Automated Clearing House Association ("NACHA").

12 G. CONTRACTOR shall arrange for a unique check descriptor for the
13 COUNTY Payment that references the name of the COUNTY and arrange for a separate
14 unique check description for the Convenience Fee that references CONTRACTOR and the
15 nature of the fee. This description is used to identify Payment Transactions and the
16 Convenience Fee on the Citizens bank statement.

17 H. CONTRACTOR shall provide COUNTY with a daily report detailing
18 Payment Transactions and Chargeback transactions.

19 2) Credit/Debit Card Services

20 A. CONTRACTOR shall provide Citizens the opportunity to make COUNTY
21 Payments by credit card and debit card without personal identification number (PIN) through
22 both an interactive telephone voice response system ("IVR") and Internet interface.

23 B. CONTRACTOR shall, on behalf of COUNTY, collect and process COUNTY
24 Payments from Citizens using credit cards from American Express®, MasterCard®, VISA®,
25 Discover® or other credit card mutually agreed upon by COUNTY and CONTRACTOR (each, a
26 "Card").
27
28

1 C. CONTRACTOR may begin providing the Services to Citizens immediately
2 after this agreement is signed by the COUNTY.

3 D. CONTRACTOR shall forward COUNTY Payment Transactions to the
4 appropriate Card organizations for settlement to the COUNTY Designated Account.

5 E. Except as provided in paragraph K, below, CONTRACTOR shall retain all
6 Convenience Fees collected by it under this Agreement. If CONTRACTOR is unable to collect
7 all amounts owed by COUNTY (including, but not limited to, chargebacks, deposit charges,
8 refunds, Returned Transaction Fees, and ACH debits that previously overdrew the COUNTY
9 Designated Account) through debiting the COUNTY Designated Account, COUNTY shall
10 promptly pay all owed amounts to CONTRACTOR in immediately available funds.

11 F. CONTRACTOR will confirm the dollar amount of a Citizen's COUNTY
12 Payment and the corresponding convenience fees to be charged to the Citizen's Card and
13 obtain the Citizen's approval (electronic or otherwise) of such charges before initiating credit
14 authorizations.

15 G. CONTRACTOR will provide Citizens with electronic confirmation of Card
16 transactions. For authorization purposes, CONTRACTOR will electronically transmit all Card
17 transactions to the appropriate Card-processing center, in real time as the transactions occur.

18 H. CONTRACTOR will retain Card authorization logs and transaction records
19 for such period of time as required by applicable law and the regulations of the respective Card
20 organizations.

21 I. CONTRACTOR will arrange for a unique line merchant descriptor for the
22 COUNTY Payment that references the name of COUNTY and arrange for a separate unique
23 line merchant description for the Convenience Fee that references CONTRACTOR and the
24 nature of the fee.

25 J. COUNTY authorizes CONTRACTOR to debit the COUNTY Designated
26 Account in connection with:

- 27 I. Any COUNTY Payments made by Card transaction that is
28 reversed by any card issuer or brand.

1 II. Any Chargeback of COUNTY Payments made by Card
2 transaction that is initiated by a Citizen.

3 III. Any electronic check that is returned.

4 K. If CONTRACTOR debits the COUNTY Designated Account under
5 paragraph J, above, CONTRACTOR shall refund to the Citizen the corresponding Convenience
6 Fee. The COUNTY will not refund in cash to a Citizen any COUNTY Payment made by a
7 Citizen using CONTRACTOR Services.

8 L. CONTRACTOR will provide COUNTY with physical visuals such as logos,
9 graphics, and other appropriate materials for display at COUNTY offices, announcing the
10 acceptance of credit cards and electronic checks for payment for COUNTY's use in its
11 communications with Citizens.

12 M. CONTRACTOR will provide COUNTY with reports summarizing use of the
13 Services by Citizens for a given reporting period.

14 N. CONTRACTOR, at its sole cost and expense, shall at all times comply with
15 all applicable Federal, State, and Local laws and regulations.

16 3) Data Security

17 A. CONTRACTOR shall maintain a compliant PCI DSS "Report on
18 Compliance" (or "RoC") at CONTRACTOR's sole cost and expense. CONTRACTOR shall at all
19 times keep and maintain Citizens' personal identifying information in strict confidence, using such
20 degree of care as it uses to keep its similar confidential information confidential.

21 B. CONTRACTOR acknowledges that any breach of its covenants or
22 obligations under this section 2.3 of this agreement, relating to data security, may cause COUNTY
23 irreparable harm for which monetary damages would not be adequate compensation and agrees
24 that, in the event of such breach or threatened breach, COUNTY is entitled to see, equitable relief,
25 including a restraining order, injunctive relief, specific performance and any other relief that may
26 be available from any court, in addition to any other remedy to which COUNTY may be entitled at
27 law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all
28 other remedies available to COUNTY at law or in equity under this agreement.

1 C. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers,
2 employees, and agents from and against any and all infringement of intellectual property,
3 including, but not limited to infringement of copyright, trademark, and trade dress.

4 D. Nothing express or implied in the provisions of this section 2.3 of this
5 agreement is intended to confer, nor shall anything in this section confer, upon any person other
6 than COUNTY or CONTRACTOR and their respective successors or assignees, any rights,
7 remedies obligations, or liabilities whatsoever.

8 E. The respective rights and obligations of CONTRACTOR and COUNTY as
9 stated in this section 2.3 shall survive the termination of this agreement.

10 3. OBLIGATIONS OF THE COUNTY

11 1) COUNTY Credit Card and Electronic Check Obligations

12 A. With respect to all Chargebacks and returned electronic checks, the
13 COUNTY shall allow direct debiting of the COUNTY's Designated Account for the amount of
14 COUNTY Payments previously settled into the COUNTY Designated Account.

15 B. Other than permitting CONTRACTOR to charge the Convenience Fees in
16 accordance with this Agreement, COUNTY will not impose any surcharge or penalty on
17 electronic check transactions made by Citizens under this Agreement.

18 C. If COUNTY requests a customized reporting format, COUNTY shall
19 provide CONTRACTOR with its desired reporting format sufficiently in advance of the
20 requested report delivery date. Customized reporting formats require CONTRACTOR's prior
21 written approval.

22 D. COUNTY will not require, as a condition to making a COUNTY Payment,
23 that a Citizen agrees in any way to waive the Citizen's rights to dispute the transaction with the
24 Citizen's banking institution for legitimate reasons.

25 E. Subject to the restrictions of the section entitled "Intellectual Property,"
26 COUNTY will publicize the Services to its Citizens at its own expense. These promotions shall
27 include publishing the relevant Uniform Resource Locator (URL) for the CONTRACTOR's
28 website and relevant telephone number (as applicable) on all taxpayer information printed

1 publications, citations and notices, and all related materials. COUNTY will obtain
2 CONTRACTOR's consent before publishing any materials that reference the CONTRACTOR,
3 and COUNTY agrees to incorporate all reasonable changes requested by CONTRACTOR into
4 any of the publicized material to ensure:

5 I. The correct usage of the CONTRACTOR trademarks and logos

6 II. The accuracy of the content

7 III. Reasonably acceptable graphics and presentation

8 F. COUNTY shall not unreasonably withhold consent for CONTRACTOR to
9 publish press releases or be a reference for HPS, subject to COUNTY review.

10 G. CONTRACTOR shall not unreasonably withhold its consent for COUNTY
11 to publish materials that reference CONTRACTOR.

12 H. COUNTY shall be solely responsible, at its own expense, for acquiring,
13 installing and maintaining all of its own equipment, software and data communication service,
14 which is not a part of the CONTRACTOR System.

15 I. For each COUNTY department that receives CONTRACTOR's services
16 under this agreement, COUNTY must execute a separate Government and Education
17 Merchant Processing Agreement, in the form presented in Exhibit A to this agreement. From
18 time to time during the term of this agreement COUNTY shall execute and deliver to
19 CONTRACTOR a Government and Education Merchant Processing Agreement, in the form
20 presented in Exhibit A, as necessary for any COUNTY department that receives
21 CONTRACTOR's services under this agreement, and any other certificates, instruments or
22 documents as required by applicable laws and regulations in order to consummate the
23 transactions intended under this agreement. The Fresno County Auditor-Controller/Treasurer-
24 Tax Collector is authorized to sign a Government and Education Merchant Processing
25 Agreement in the form presented in Exhibit A on behalf of COUNTY and to designate
26 authorized signers in that authorization agreement. COUNTY will maintain and comply with
27 applicable NACHA rules and regulations on behalf of itself, its employees, agents and Citizens.

28 2) COUNTY Credit/Debit Card Obligations

1 A. If required by the COUNTY's currently accepted credit card
2 organizations(Visa, MasterCard, Discover, American Express), COUNTY will enter into all
3 applicable merchant Card agreements and fully adhere to the rules, regulations and operating
4 procedures of the various Card organizations.

5 B. Other than permitting CONTRACTOR to charge the Convenience Fees in
6 accordance with this Agreement, COUNTY will not impose any surcharge or other penalty on
7 Card transactions made by Citizens for COUNTY Payments.

8 C. If applicable, COUNTY will provide CONTRACTOR its desired reporting
9 formats sufficiently in advance of the desired report delivery date.

10 D. COUNTY will provide to CONTRACTOR all necessary documents and
11 correspondence in connection with chargeback transactions or other similar refund
12 transactions.

13 E. COUNTY will establish a reasonable policy to accommodate processing
14 errors such as duplicate payments or disputes that are required in the normal course of
15 COUNTY's daily operations.

16 F. COUNTY will not require, as a condition to making a COUNTY Payment
17 that a Cardholder agrees in any way to waive such person's rights to dispute the transaction
18 with the Card issuer for legitimate reasons.

19 G. COUNTY will publicize the Services to its Citizens. These publications shall
20 include publishing the relevant telephone number and URL for the payment portal website on
21 all taxpayer information publications, citations and notices, as applicable, and all related
22 publications.

23 H. COUNTY will obtain CONTRACTOR's consent prior to publishing any
24 materials that reference the Services and/or CONTRACTOR.

25 4. TERM

26 This agreement is effective as of December 1, 2018, and terminates on November 30,
27 2021. This agreement may be extended for two additional consecutive 12-month periods upon
28 written approval of both parties no later than 30 days prior to the first day of the next 12-month

1 extension period. The Fresno County Auditor-Controller/Treasurer-Tax Collector is authorized to
2 execute such written approval on behalf of the COUNTY based on the CONTRACTOR's
3 satisfactory performance.

4 5. TERMINATION

5 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
6 be provided hereunder, are contingent on the approval of funds by the appropriating government
7 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
8 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days' advance written
9 notice.

10 B. Breach of Contract - The COUNTY may immediately suspend or terminate
11 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 12 1) An illegal or improper use of funds;
- 13 2) A failure to comply with any term of this Agreement;
- 14 3) A substantially incorrect or incomplete report submitted to the
15 COUNTY;
- 16 4) Improperly performed service.

17 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
18 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
19 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect
20 to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
21 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
22 which were not expended in accordance with the terms of this Agreement. The CONTRACTOR
23 shall promptly refund any such funds upon demand.

24 C. Without Cause - Under circumstances other than those set forth above, this
25 Agreement may be terminated by COUNTY upon the giving of sixty (60) days advance written
26 notice of an intention to terminate to CONTRACTOR.

27 D. If this agreement is terminated, regardless of cause, COUNTY agrees that
28 all obligations and liabilities of COUNTY with respect to any Payment Transactions presented prior

1 to the effective date of termination shall survive such termination. The provisions governing
2 processing and settlement of Payment Transactions, all related adjustments, fees and other
3 amounts due from COUNTY and the resolution of any related Chargebacks, will continue to apply
4 after termination hereof until all such matters are fully resolved to the satisfaction of all parties.

5 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
6 CONTRACTOR agrees to receive compensation for services performed under this agreement as
7 follows:

8 1) Electronic Check Fees and Taxes

9 COUNTY shall pay to CONTRACTOR \$5.00 for each returned electronic check.
10 CONTRACTOR may charge a \$1.50 Convenience Fee for each completed electronic check
11 Payment Transaction made via IVR or online. The Convenience Fee is processed in addition to
12 the corresponding COUNTY Payment. This is accomplished in two separate transactions. (This
13 is required for the Convenience Fee to be shown on the consumer's statement as being paid to
14 CONTRACTOR). The convenience fee will be charged to Citizens, except that COUNTY may
15 decide to absorb the cost of transaction when it deems appropriate and allowed by Law and
16 County policy. For the transaction costs the COUNTY opts to absorb, CONTRACTOR will, on a
17 monthly basis, provide a detailed summary and invoice of prior month's transaction costs, and
18 COUNTY will remit payment of invoices within forty-five (45) days of date of invoice to
19 CONTRACTOR based on the following optional absorbed pricing:

20 A. In-person credit & debit card payments using CONTRACTOR'S Cashier
21 Solution.

22 I. CONTRACTOR will charge COUNTY a fee based on direct card brand
23 Interchange Cost, Dues & Assessments plus \$0.12 per completed
24 transaction and 12 basis points.

25 B. Online credit & debit card and electronic check payment using
26 CONTRACTOR'S proposed solution.

27 I. CONTRACTOR will charge COUNTY a fee based on direct card brand
28 Interchange Cost, Dues & Assessments plus \$0.12 per completed

transaction and 12 basis points.

- II. CONTRACTOR will charge COUNTY a fee of \$0.75 for each completed electronic check payment.

C. IVR credit & debit card and electronic check payment using CONTRACTOR'S proposed solution.

- I. CONTRACTOR will charge COUNTY a fee based on direct card brand Interchange Cost, Dues & Assessments plus \$0.20 per completed transaction and 12 basis points.

- II. CONTRACTOR will charge COUNTY a fee of \$0.85 for each completed electronic check payment.

During the term of this Agreement, CONTRACTOR may invoice COUNTY for any other amounts owed by COUNTY under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, Returned Transaction Fees, and ACH debits that previously overdrew the COUNTY Designated Account.

2) Credit/Debit Card Fees

CONTRACTOR will receive \$5.00 from COUNTY per Chargeback and/or retrieval.

CONTRACTOR may charge Citizens a Convenience Fee for each Card transaction processed, to be collected in addition to the corresponding COUNTY Payment, except for any transaction costs to be paid by COUNTY as set forth by the optional absorbed pricing above.

CONTRACTOR will receive the following Convenience Fees:

A. Tax Payments

- I. 2.25% per credit card transaction in addition to the tax amount paid for completed transactions made in-person, online or via IVR.

- II. \$3.29 per debit card transaction in addition to the tax amount paid for completed transactions made in –person, online or via IVR.

B. Non-Tax Payments

- I. 2.35% per debit/credit card transaction for in-person, IVR and online payments.

1 CONTRACTOR shall not charge COUNTY a fee in consideration for CONTRACTOR
2 providing the Card Services to Citizens. Enhancements to the Services or additional services
3 not provided for in this Agreement, and any related fees payable by COUNTY in connection
4 with such enhanced or additional services, will be mutually agreed upon by CONTRACTOR
5 and COUNTY by an amendment to this Agreement.

6 3) COUNTY Designated Account

7 Prior to any Payment Transaction, COUNTY will establish a COUNTY Designated
8 Account and will provide CONTRACTOR with the electronic record specifications necessary for
9 funds settlement and the posting of COUNTY Payment data related to payments. COUNTY
10 shall maintain such account during the term of this Agreement and for at least 90 days after
11 expiration or termination for any reason. COUNTY agrees to pay CONTRACTOR the amount it
12 owes under this Agreement upon demand, together with all costs and expenses incurred to
13 collect that amount, including reasonable attorney fees. The authority granted by this Section
14 shall survive the termination of this Agreement until all transactions processed under this
15 Agreement are settled or resolved.

16 4) CONTRACTOR shall submit monthly invoices to the Fresno County Auditor-
17 Controller/Treasurer-Tax Collector. In no event shall compensation paid by COUNTY to
18 CONTRACTOR under this Agreement be in excess of one hundred ten thousand dollars
19 (\$110,000) annually during the term of this Agreement. It is understood that all expenses
20 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
21 CONTRACTOR

22 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
23 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
24 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees
25 will at all times be acting and performing as an independent contractor, and shall act in an
26 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
27 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
28 direct the manner or method by which CONTRACTOR shall perform its work and function.

1 However, COUNTY shall retain the right to administer this Agreement so as to verify that
2 CONTRACTOR is performing its obligations in accordance with the terms.

3 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
4 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
5 subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
7 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
8 shall be solely liable and responsible for providing to, or on behalf of, its employees all
9 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
10 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
11 including compliance with Social Security withholding and all other regulations governing such
12 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
13 providing services to others unrelated to the COUNTY or to this Agreement.

14 8. MODIFICATION: Any matters of this Agreement may be modified from time to time
15 by the written consent of all the parties without, in any way, affecting the remainder.

16 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
17 Agreement nor their rights or duties under this Agreement without the prior written consent of the
18 other party.

19 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and
20 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all
21 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
22 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
23 CONTRACTOR, its officers, agents, or employees under this Agreement, provided that any and
24 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
25 losses are the result of the negligence or misconduct of CONTRACTOR, its officers, directors or
26 employees.

27 11. LIMITATION OF LIABILITY: In no event shall CONTRACTOR be liable for special,
28 consequential, indirect, or exemplary damages, including lost profits, revenues, and business

opportunities. Without limitation of the foregoing, CONTRACTOR shall not be liable to COUNTY for delays in data transmission that occur after CONTRACTOR has attempted to transmit data timely. CONTRACTOR makes no warranty whatsoever regarding Card authorizations, declines or referral codes by Card organizations, and responses by Card organizations to requests for authorization, processing or settlement. CONTRACTOR shall have no liability to COUNTY or any other person for any indirect loss, liability or damage arising from its performance of this Agreement. Without limitation of the foregoing, COUNTY acknowledges and agree that CONTRACTOR has no liability or responsibility for the actions of any Card organization, Card issuer or cardholder. The provisions of this paragraph shall survive termination of this agreement.

12. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Errors and Omissions

Errors and Omissions insurance with limits of not less than Two Hundred

1 Fifty Thousand Dollars (\$250,000.00) per occurrence, Five Hundred Thousand Dollars
2 (\$500,000.00) annual aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the California
5 Labor Code.

6 E. Technology Professional Liability (Errors and Omissions)

7 Technology Professional Liability (Errors and Omissions) Insurance appropriate to
8 the CONTRACTOR's profession, with limits not less than \$2,000,000 per occurrence or claim,
9 \$2,000,000 aggregate. Coverage shall encompass all of the CONTRACTOR's obligation under
10 this agreement including but not limited to claims involving Cyber Risks, as that term is defined
11 below.

12 F. Cyber Liability

13 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
14 claim, \$2,000,000 aggregate. Coverage shall include, but not be limited to, claims involving Cyber
15 Risks, as that term is defined below. The cyber liability policy shall be endorsed to cover the full
16 replacement value of damage to, alteration of, loss of, or destruction of intangible property
17 (including but not limited to information or data) that is in the care, custody, or control of the
18 Contractor.

19 For purposes of this agreement, "Cyber Risks" include but are not limited to (i)
20 violations of PCI DSS; (ii) security breaches that include disclosure of a Citizen's personal
21 identifying information to an unauthorized third party; (iii) invasion of privacy, including release of
22 Citizens' private information; (iv) information theft; (v) damage to or destruction or alteration of
23 electronic information; (vi) extortion related to CONTRACTOR's obligations under this agreement
24 regarding electronic information, including Citizens' personal identifying information and any
25 information covered by PCI DSS; (viii) data breach response costs, including security breach
26 response costs; (x) regulatory fines and penalties related to CONTRACTOR's obligations under
27 this agreement regarding electronic information, including Citizens' personal information and any
28 information covered by PCI DSS.

1 Additional Requirements Relating to Insurance

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
3 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
4 additional insured, but only insofar as the operations under this Agreement are concerned. Such
5 coverage for additional insured shall apply as primary insurance and any other insurance, or
6 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only
7 and not contributing with insurance provided under CONTRACTOR's policies herein. This
8 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
9 notice given to COUNTY.

10 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
11 employees any amounts paid by the policy of worker's compensation insurance required by this
12 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that
13 may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of
14 subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an
15 endorsement.

16 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
17 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
18 the foregoing policies, as required herein, to the County of Fresno, (Auditor-Controller/Treasurer-
19 Tax Collector PO Box 1192, Fresno, CA 93715), stating that such insurance coverage have been
20 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not
21 be responsible for any premiums on the policies; that such Commercial General Liability insurance
22 names the County of Fresno, its officers, agents and employees, individually and collectively, as
23 additional insured, but only insofar as the operations under this Agreement are concerned; that
24 such coverage for additional insured shall apply as primary insurance and any other insurance, or
25 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
26 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
27 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
28 written notice given to COUNTY.

1 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
2 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
3 Agreement upon the occurrence of such event.

4 All policies shall be issued by admitted insurers licensed to do business in the State of
5 California, and such insurance shall be purchased from companies possessing a current A.M.
6 Best, Inc. rating of A FSC VII or better.

7 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
8 business hours, upon not less than five (5) days' prior written notice, and as often as the COUNTY
9 may deem reasonably necessary, make available to the COUNTY for examination all of its
10 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
11 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records
12 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

13 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
14 subject to the examination and audit of the Auditor General for a period of three (3) years after
15 final payment under contract (Government Code Section 8546.7).

16 14. NOTICES: The persons and their addresses having authority to give and receive
17 notices under this Agreement include the following:

18 COUNTY
19 COUNTY OF FRESNO
Auditor-Controller/Treasurer-Tax
Collector
20 PO Box 1192
21 Fresno, CA 93715-1192

CONTRACTOR
Heartland Payment Systems, LLC
Legal Department
3550 Lenox Road, Suite 3000
Atlanta, GA 30326

22 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
23 Agreement must be in writing and delivered either by personal service, by first-class United States
24 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
25 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
26 class United States mail is effective three COUNTY business days after deposit in the United
27 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
28 commercial courier service is effective one COUNTY business day after deposit with the overnight

commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

15. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,

and understanding of any nature whatsoever unless expressly included in this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3
4 **CONTRACTOR**

5 David L. Green Alexander
6 (Authorized Signature) SR

7 DAVID L. GREEN, CORPORATE
8 Print Name & Title SECRETARY

9 3550 LENOX ROAD NE #3000

10 ATLANTA, GA 30326

11 Mailing Address

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, Chairperson of the
Board of Supervisors of the County of
Fresno

ATTEST:

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

12
13
14
15
16 By: Susan Bishop
Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 ORG No. ~~2540~~ 0410

19 Account No.: 7295

20 Requisition No.:



GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

☐ Card Only ☐ ACH Only ☐ Dual

HEARTLAND CONTACT INFORMATION

RM: DON LEWIS Phone: 727-224-1439 Fax: _____
 Affiliate/Partner ID : _____ Affiliate Name: _____ Current MID: _____

COMPANY INFORMATION

Merchant DBA Name: _____ DBA Phone#: _____
 Address: _____ # Locations: _____
 City: _____ State: _____ Zip: _____
 CS Phone #: _____ Fax #: _____
 Primary Contact Name: _____ Phone #: _____
 Authorized to Purchase: ☐ Yes ☐ No
 Secondary Contact Name: _____ Phone #: _____
 Authorized to Purchase: ☐ Yes ☐ No
 Email Address: _____
 (Heartland InfoCentral Admin User Email Address)
 Email Contact: First Name: _____ Last Name: _____
 Website Address: _____
 Legal Name: _____ Federal Tax ID / EIN: _____
 (Please Complete – Must correspond with IRS Filing Name) (Must correspond with Legal Name)
 Address: _____ Phone #: _____
 City: _____ State: _____ Zip: _____

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: \$	Average Ticket: \$
Visa	%	\$	\$	\$		
MasterCard	%	\$	\$	\$	<input checked="" type="checkbox"/> Service Fee (Pass Through/Single Transaction) <input type="checkbox"/> COST PLUS	
Discover/JCB	%	\$	\$	\$		
PayPal	%	\$	\$	\$		
PIN Debit*			\$	\$	*Plus Applicable Debit Network Fees	
TSYS Authorization			\$	\$		
American Express	%	\$	\$	\$	Annual Volume: \$	Average Ticket: \$
					Note: OptBlue Annual Processing Volume > \$1 Million must go Direct	
					<input type="checkbox"/> OptBlue I opt out of receiving marketing material from American Express	
American Express Merchant #:			American Express Franchise Name:			Franchise CAP #:

RECURRING FEES

Chargeback Fee: \$ _____ Bolletta Fee: \$ _____ Voice Auth Fee: \$0.65 SRM Fee: \$8.50
 vvvv

INTERCHANGE QUALIFICATION

☐ MOTO/Internet
☐ Retail
☐ Small Ticket

CARD ACCEPTANCE

☒ All Cards Accepted

DEPOSIT METHOD

☒ Standard

SETTLEMENT

☐ Monthly
☒ Daily Net
☐ Daily Split

SALES METHOD

CARD PROCESSING METHOD

On Premise Face to Face Sales	%	Mail Order Sales	%	Card Swipe	%
Off Premise Face to Face Sales	%	Real-Time Internet	%	Keyed / Card Not Present	%
Inbound Telephone Order Sales	%	Internet (keyed)	%	Total = 100%	
Outbound Telephone Order Sales	%	Recurring Billing	%		
Total = 100%					
What percentage of your Bankcard volume is future delivery 00 %					

ACH FEE SCHEDULEEnable ACH Account Verification: ☒ Yes ☐ No

Please provide the expected ACH data below.

Fee Type	Dollar	Percentage	Annual ACH Volume	\$
<input type="checkbox"/> Transaction Fee	\$	%	Average ACH Ticket Amount	\$
<input type="checkbox"/> Service Fee	\$	%	Average Number of ACH Transaction per Month	
<input checked="" type="checkbox"/> Return Item Fee	\$5.00		High ACH Ticket Amount	\$
<input type="checkbox"/> Re-presentment Fee*	\$2.00		High Ticket Frequency	
*Re-presentment (Limitation of 2 per NACHA guidelines)			Max ACH Limit	\$

Note: For High Ticket Transactions, an additional 15bp will be assessed on the amount above \$10,000.**ACH PROCESSING METHOD**

Note: Must equal 100%	Single ACH Debit	Recurring ACH Debit	Credit
CCD (Corporate Credit or Debit)	%	%	%
PPD (Prearranged Payment and Deposit)	%	%	%
TEL (Telephone)	%		
WEB	%	%	%
<input type="checkbox"/> ACH Debit (PPD/CCD/WEB)	<input type="checkbox"/> ACH Conversion – Certification Required (BOC/ARC/POP)		
<input type="checkbox"/> ACH TEL (IVR / Other TEL Entry Types*)	Terminal Type:		
Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> Third Party: *Merchant can accept ACH payments via Cashier/Virtual terminal; however, call must be recorded and be available as proof of authorization.	Check Reader/Imager:		
	Virtual Terminal:		
	Number of Terminals:		

ACH DESCRIPTOR

Phone number as it will appear on customer statements:

Company name as it will appear on customer bank statements (Max 16 Characters):

AUTHORIZATION METHOD (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

☐ Signed written authorization from customer (Does not apply to Web)☐ Heartland provides Authorization Form Template☐ Merchant created Authorization Form☐ Web Authorization (Applies to Web only)☐ Customer provides electronic signature ☐ Customer logs in a username and password☐ Recorded Verbal Authorization (Tel Only)☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; check one of the following:

☐ 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:** When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL	
Type of Business: <input checked="" type="checkbox"/> Public Private	Date Business Started: 1894 Business is Conducted : 100% Consumer
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Municipalities	Are web based sales processed by HPS: Yes
What Products and / or services do you provide:	
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1st and 15th): n/a	
Define your Refund Policy: Duplicate payments and payments made in error only.	

PCI Compliance
Is your business PCI Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.*: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> I have never accepted payment cards.)
If yes, what was the date of the compromise: _____ Copy of the completed Forensic Investigation is required with the Application.
The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> I have never accepted payment cards.)
Merchant utilizes an EMV enabled terminal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.</p> <p>**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.</p> <p>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.</p> <p>It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.</p>

STATEMENT OPTIONS	DISPUTE LETTERS
Statement Type: <input checked="" type="checkbox"/> Standard	Mail Options: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> DBA
Mail Statements To: <input checked="" type="checkbox"/> Suppress Statements Legal	Electronic Options* <input checked="" type="checkbox"/> Email Fax (*Select mail option as backup)
<input checked="" type="checkbox"/> All Electronic Communications (Including ACH Returns): <input type="checkbox"/> Same Email as InfoCentral <input checked="" type="checkbox"/> Preferred Email Address:	

AUTHORIZED SIGNER(S) INFORMATION			
(1) Authorized Signer Name:		Title:	
SSN:n/a	DOB:n/a	Driver's License #:n/a	
Home Address n/a	City:n/a	ST:n/a	Zip:n/a
(2) Authorized Signer Name:		Title:	
SSN:n/a	DOB:n/a	Driver's License #:n/a	
Home Address: n/a	City:n/a	ST:n/a	Zip:
Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".			
DEBIT / CREDIT AUTHORIZATION			
By signing below, 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 Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.			
Depository Bank Name:		Phone #:	
City:		ST:	Zip:
CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input checked="" type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		Name as it appears on Account:
ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input checked="" type="checkbox"/> Both		Name as it appears on Account:
ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		Name as it appears on Account:
ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)		ACCOUNT NUMBER (14 digits)
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both		Name as it appears on Account:
AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION			
Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.			
X			
(1) Authorized Signer Signature	Print Name & Title	Date	
X			
(2) Authorized Signer Signature	Print Name & Title	Date	
THE TERM OF THIS AGREEMENT IS 60 MONTHS			
01/23/18			

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(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:	