

CITY OF VINELAND

RESOLUTION NO. 2019-186

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PAYMENTECH, LLC., SALEM, NEW HAMPSHIRE, FOR PAYMENT PROCESSING SERVICES.

WHEREAS, the City of Vineland is in need of a company to provide payment-processing services to the citizens of the City of Vineland to pay any bills for taxes or other such bills by use of visa, master cards, including consumer credit and debit check cards and commercial credit and debit check cards; and

WHEREAS, Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A. provides state of the art payment processing services allowing customers to pay any bills or demands owed to the City of Vineland by way of visa, master card, consumer credit and debit/check cards and commercial credit and debit/check cards; and

WHEREAS, Paymentech, LLC has submitted a proposal to the City of Vineland to provide processing services for City of Vineland transactions; and

WHEREAS, the Chief Financial Officer has recommended the City of Vineland enter into an agreement with Paymentech, LLC for payment processing services.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland as follows:

1. Mayor and Clerk are hereby authorized to execute an agreement with Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A. for payment processing services on behalf of the City of Vineland in the form and substance as attached here to and made a part hereof.
2. This professional Service Agreement is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-5 (1) (dd) of the Local Contracts Law because said services to be rendered are for acquisition, support and maintenance of proprietary computer hardware and software.
3. That the Business Disclosure Entity Certification, the political contribution disclosure form and the Agreement be placed on file with this Resolution
4. That the notice of this Resolution will be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymenttech, LLC ("*Paymenttech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Link2Gov, Corp** in providing you with state-of-the-art payment processing services. When your Customers pay you through Link2Gov, Corp, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Link2Gov, Corp. You are also required to fill out an Application with Paymenttech. The Application provides Paymenttech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Link2Gov, Corp service. We understand and acknowledge that you have contracted with Link2Gov, Corp to obtain Card processing services on your behalf and that Link2Gov, Corp may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept *all* types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept *only* Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept *only* Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Link2Gov, Corp. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;

- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Link2Gov, Corp. In the event that you do happen to receive Card Information in connection with the processing services provided by Link2Gov, Corp or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: BB & T

ABA No.: 031204710

Account No.: 1310000215565

Account Name: GENERAL ACCT

Reference: _____

6. **Convenience Fee Transactions.** You and Link2Gov, Corp hereby agree that

- (i) all Convenience Fee Transactions will be submitted by Link2Gov to Paymentech under that certain Submitter Agreement entered into by and between Link2Gov and Paymentech; (ii) all Card transactions will be submitted by Link2Gov on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may arise from or relate to the Convenience Fee Transaction shall be paid by Link2Gov, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Card transactions shall be paid by Link2Gov, (v) all Chargebacks (but not chargeback fees), returns and similar charges arising from or relating to Card transactions shall be paid by you, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges arising from or relating to Convenience Fee Transactions shall be paid by Link2Gov, (vii) all funds transfer fees, Chargeback fees and similar charges related to Card transactions shall be paid by Link2Gov (viii) all settlement funds for Convenience Fee Transactions will be paid directly to a bank account designated by Link2Gov, and (ix) all settlement funds for Card transactions will be paid directly to a bank account designated by you in accordance with the Funding Schedule Section 5.

7. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Convenience Fee Transaction" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Link2Gov, Corp.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Link2Gov, Corp from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

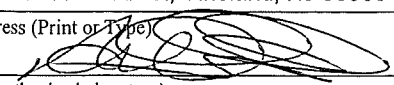
"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

City of Vineland
MERCHANT LEGAL NAME (Print or Type)
640 E. Wood Street, Vineland, NJ 08360
Address (Print or Type)

By (authorized signature)
Anthony R. Fanucci, Mayor
By, Name, Title (Print or Type)
8/29/17
Date

Agreed and Accepted by:

Link2Gov, Corp
113 Seaboard Lane, Suite A250, Franklin, TN 37067
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.
By: _____
Print Name: _____
Title: _____
Date: _____
Address: 4 Northeastern Boulevard, Salem, NH 03079

1 COMPANY INFORMATION					
Federal regulations require that we collect and retain for our records information to verify merchant identity.					
COMPANY LEGAL NAME:	City of Vineland			TAXPAYER ID	21-6001670
REGISTERED TRADE NAME	City of Vineland		YEAR BUSINESS STARTED	6/1/1952	
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)	640 E. Wood Street				
CITY	Vineland	STATE	NJ	ZIP CODE	08360
PRIMARY CONTACT	Carmen Di Giorgio			TELEPHONE #	856-794-4050
TYPE OF ENTITY					
<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC* * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP TYPE OF OWNERSHIP: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT <input type="checkbox"/> SUBSIDIARY OF PUBLIC COMPANY <input type="checkbox"/> OTHER:					
STATE OF FORMATION	New Jersey		DATE OF FORMATION (MM/DD/YYYY)	6/1/1952	
TRADING SYMBOL			FISCAL YEAR END (MM/DD/YYYY)		
HAS MERCHANT EVER FILED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, WHAT CHAPTER?	FILING DATE:	EMERGENCE DATE:		
2 OWNERS					
EACH OWNER AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST.					
NAME		TAX ID NUMBER		DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
PERCENT OWNERSHIP	%				
NAME		TAX ID NUMBER		DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
PERCENT OWNERSHIP	%				
DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY? <input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) <input type="checkbox"/> NO					
NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)					

▶ 3 KEY DECISION MAKER

COMPANY PRESIDENT:		COMPANY CFO:	
IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?			
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)		<input type="checkbox"/> NO	
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)			
STREET ADDRESS			
CITY		STATE	ZIP CODE

▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

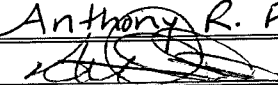
AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)		TITLE (please print)	
TELEPHONE NUMBER		EMAIL ADDRESS:	
SIGNATURE		DATE:	

▶ 5 CERTIFICATION

I, the undersigned, being an officer/principal of CITY OF VINELAND represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)	<i>Anthony R. Fanucci</i>	TITLE (please print)	<i>Mayor</i>
SIGNATURE		DATE	<i>8/29/2017</i>

(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.)

STREET ADDRESS	640 E. WOOD STREET		
CITY	VINELAND	STATE	NJ
ZIP CODE	08360		

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Link2Gov, Corp.
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***Note: Each Merchant is required to submit a W9 with this application.**