

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Frank Apicella/797-1063

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXECUTING AN AGREEMENT WITH AUTOMATED MERCHANT SYSTEMS FOR PROCESSING FEES FOR THE PURPOSE OF ON-LINE CREDIT CARD TRANSACTION PROCESSING.

REPORT IN BRIEF: This Resolution will allow the Town of Davie to offer the option of Internet bill payment using a credit card for residents and businesses that wish to pay their bill electronically. The Town of Davie will agree to pay Automated Merchant Systems processing fees for the credit card transaction processing service. Automated Merchant systems is the sole business partner of Sungard H.T.E. for the processing of credit card transactions. Because of this, the purchase of additional software is not necessary. The Town will charge a \$2.50 convenience fee to businesses and residents for the use of this service to offset the costs of credit card transaction processing.

PREVIOUS ACTIONS: Not applicable

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: See Exhibit A

Account Name: Water and Sewer Svc Bank Service Fees (040-1058-536-0306)

Additional Comments: The fee charged will cover the cost of processing.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Automated Merchant Systems Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AND EXECUTING AN AGREEMENT WITH AUTOMATED MERCHANT SYSTEMS FOR PROCESSING FEES FOR THE PURPOSE OF ON-LINE CREDIT CARD TRANSACTION PROCESSING.

WHEREAS, the Town will offer to Davie residents and businesses the option to pay their bills utilizing credit cards via the World Wide Web; and

WHEREAS, the Town will offer on-line credit card payment of Utility Water bills and will require \$2.50 convenience fee for the use of this service; and

WHEREAS, the Town will agree to pay to Automated Merchant Systems processing fees for this service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute an agreement with Automated Merchant Systems for processing fees.

SECTION 2. The Town Council hereby authorizes this expenditure from the Water and Sewer Svc Bank Service Fees (040-1058-536-0306)

SECTION 3. The Town Council hereby authorizes the implementation of a convenience fee of \$ 2.50 for all transactions using the methodology to pay their water & sewer service billings.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

Exhibit A - Page 1

MasterCard Consumer Cards

Initials: _____

<ul style="list-style-type: none"> Credit card must be present. Credit card must be swiped for authorizations and captured through the magnetic stripe reader on your electronic terminal. Signature must be obtained on the credit card slip or printer receipt. Restaurant transactions must be within 25% of the authorized amount. Transaction must be settled within 24 hours of authorization. Issuer approval code must be present in settlement record. Only retail and restaurant MCC's are eligible for this interchange rate. Must meet ALL Merit III Requirements (listed above) EXCEPT for the transmission of the entire, unaltered contents of the magnetic stripe. Entry mode of 01 required. Electronic authorization required. (Voice Auths, Code 10, referrals, etc. will be billed at Standard). Transaction must be settled within 24 hours of the authorization. Direct Marketing/Automated Fuel (AFD) MCCs and Travel Agents -MCC 4722 are NOT eligible for this interchange rate. 	MasterCard Merit III (50/1223) 1.85% + \$0.20 per item (52/1223) 1.45% + \$0.20 per item
<ul style="list-style-type: none"> Transactions not electronically authorized (Voice Authorizations, Code 10s, referrals, etc.); Electronic transactions that are not otherwise qualified Floor limit authorization required. Transaction must be settled within 30 days 	MasterCard Key-Entered (50/1273) 2.25% + \$0.20 per item (52/1273) 2.05% + \$0.20 per item
<ul style="list-style-type: none"> Applies to keyed transactions at the following MCCs only: 4812, 4814, 4899, 4900, 5960, 6300. Merchant must sign marketing agreement with MasterCard. Electronic authorization required. Transaction must be settled within 1 day of authorization Transaction must include special indicator to participate in the program 	MasterCard Standard (50/1203) 3.05% + \$0.20 per item (52/1203) 2.40% + \$0.20 per item
	Service Industries Incentive Program (SIIP) (50/1261) % + \$ per item (52/1261) % + \$ per item

MasterCard Corporate Cards

<ul style="list-style-type: none"> Applies to Business, Corporate, Purchasing and Fleet (excluding fuel MCC's for Fleet) cards. Swiped transaction - Card and cardholder must be present and entire contents of magnetic stripe read and transmitted. Transaction must be settled within 24 hours of the authorization. Level II Data Required: Tax ID, Merchant Type, Tax Amount, Customer Code Level II Data Required: Tax ID, Merchant Type, Tax Amount, Customer Code required. Applies to Business/Corporate cards ONLY; Customer Code not required on Business/Corporate Cards. Applies to Purchasing cards. Customer Code is provided by cardholder to merchant. Applies to Fleet (now including fuel merchants) cards; additional fuel addendum data required. Transaction must be settled within two (2) days. Keved transaction; electronic authorization required. 	Corporate Face-to-Face (51/1285) 1.85% + \$0.20 per item
<ul style="list-style-type: none"> Applies to Business, Corporate, Purchasing and Fleet cards. Transaction must be settled within two days. Keved transaction; electronic authorization required 	Corporate Data Rate II (51/1282) 2.20% + \$0.20 per item
<ul style="list-style-type: none"> Applies to Business, Corporate, Purchasing and Fleet cards. Transaction must be settled within thirty (30) days. 	Corporate Data Rate I (51/1281) 3.00% + \$0.20 per item
<ul style="list-style-type: none"> Level II Data Required: Tax ID, Merchant Type, Tax Amount, Customer Code required. Applies to Business/Corporate cards ONLY; Customer Code not required on Business/Corporate Cards. Applies to Purchasing cards. Customer Code is provided by cardholder to merchant. Applies to Fleet (now including fuel merchants) cards; additional fuel addendum data required. Transaction must be settled within two (2) days. Keved transaction; electronic authorization required. 	Corporate Standard (51/1203) 3.05% + \$0.20 per item Corporate Large Ticket (51/1286) % + \$ per item

MasterCard International Consumer Cards

<ul style="list-style-type: none"> Card and cardholder must be present at time of transaction. Credit card must be swiped for authorization and captured through the magnetic stripe reader on your electronic terminal. Signature must be obtained on the credit card slip or printer receipt. Transaction must be settled within five (5) days. Transaction is keyed. Transaction settled after five (5) days. 	International Electronic (50/1214) 1.85% + \$0.20 per item
	International Standard (50/1204) 2.85% + \$0.20 per item

MasterCard International Corporate Cards

<ul style="list-style-type: none"> Applies to Purchasing/Fleet (excluding fuel MCCs for Fleet) cards only. Electronic authorization required. Level II data required. Transaction must be settled within 4 days. 	International Corporate Purchasing Data Rate II (51/1224) 1.80% + \$0.20 per item
<ul style="list-style-type: none"> Applies to Purchasing/Fleet cards only. Electronic authorization required. Transaction must be settled within 30 days. 	International Corporate Purchasing (51/1214) 2.70% + \$0.20 per item
<ul style="list-style-type: none"> Applies to MC Business/Corporate cards only. Transactions must be settled within 30 days. 	International Corporate (51/1204) 2.70% + \$0.20 per item

50 = Consumer CREDIT Cards 52 = Consumer DEBIT CHECK Cards 51 = Corporate CREDIT Cards

Exhibit A - Page 2

Initials: _____

VISA Consumer Cards

<ul style="list-style-type: none"> • Credit card must be present. • Credit card must be swiped and the full, unaltered contents of the mag stripe must be transmitted. • Electronic authorization required; only one authorization per transaction allowed. • Hotel/car rental merchants must provide the same enhanced data required for CPS/Hotel & Auto Rental. • Restaurant transactions must be within 25% of authorized amount. • Signature must be obtained on the credit card slip or printer receipt. • Transaction must be sent for processing within 24 hours of the authorization. 	<p>CPS/Retail</p> <p>(40/1263) 1.85% + \$0.20 per item</p> <p>(42/1296) 1.45% + \$0.20 per item</p>
<ul style="list-style-type: none"> • Cardholder, card, merchant & card-reading terminal must be present at the point of sale and Cardholder signature obtained. • Must not be a mail/telephone or electronic commerce transaction and only one authorization per clearing record allowed. • Must meet all CPS/Retail requirements, except for reading & transmitting the entire, unaltered contents of the magnetic stripe. • Address Verification Service (AVS) is used, resulting in a ZIP Code match, Retry or Unsupported AVS result • Transactions involving MCCs 5542, 5960, 5962, 5964-5969, are not eligible to receive this rate. • Transaction must be settled in two (2) days. 	<p>CPS/Retail Key-Entry</p> <p>(40/1272) 2.20% + \$0.20 per item</p> <p>(42/1272) 2.00% + \$0.20 per item</p>
<ul style="list-style-type: none"> • There can be only one Auth. or one Auth. plus an Auth. reversal to make the auth amount equal to the settled amount. • An AVS (Address Verification Service) must be performed. A Zip Code or full address match response is obtained. • Transaction must be settled within 2 days. • Mail/Telephone (MOTO) or Electronic Commerce Indicator (ECI) sent with settlement record. • Transaction date is the ship date and must be no later than seven days after the auth date. • Customer service telephone number, URL or email address, as applicable, are required in settlement record. • Customer order number required in settlement record. 	<p>CPS/Card Not Present</p> <p>(40/1262) 2.20% + \$0.20 per item</p> <p>(42/1262) 2.00% + \$0.20 per item</p>
<ul style="list-style-type: none"> • Keyed transactions or electronic transactions that are not otherwise CPS qualified; • Transaction is not electronically authorized (i.e. voice authorizations, code 10s, call referrals) • Transaction must be settled within three days. 	<p>Electronic (EIRF)</p> <p>(40/1213) 2.60% + \$0.20 per item</p> <p>(42/1213) 2.20% + \$0.20 per item</p>
<ul style="list-style-type: none"> • EDC Transactions sent more than 72 hours. • Paper Transactions • All paper merchants maintain a zero floor limit. 	<p>Standard Paper</p> <p>(40/1203) 2.95% + \$0.20 per item</p> <p>(42/1203) 2.45% + \$0.20 per item</p>
<ul style="list-style-type: none"> • There can be only one Auth. or one Auth. plus an Auth. reversal to make the auth amount equal to the settled amount. • An AVS (Address Verification Service) must be performed. A Zip Code or full address match response is obtained. • Transaction must be settled within 2 days. • Transaction is identified as an e-commerce transaction in a secure environment with ECI indicator in settlement record. • Transaction date is the ship date and must be no later than seven days after the auth date. • Customer service telephone number, URL or email address, as applicable, are required in settlement record. • Customer order number required in settlement record. 	<p>eCommerce Basic</p> <p>(40/1290) 2.20% + \$0.20 per item</p> <p>(42/1290) 2.00% + \$0.20 per item</p>
<ul style="list-style-type: none"> • There can be only one Auth. or one Auth. plus an Auth. reversal to make the auth amount equal to the settled amount. • An AVS (Address Verification Service) must be performed. A Zip Code or full address match response is obtained. • Transaction must be settled within 2 days. • Transaction is identified as a secure e-commerce transaction utilizing the CAVV Verification Service • Must have valid 3-D Secure fields present in the authorization. CAVV and ECI must be present in authorization. • Transaction date is the ship date and must be no later than seven days after the auth date. • Customer service telephone number, URL or email address, as applicable, are required in settlement record. • Customer order number required in settlement record. 	<p>eCommerce Preferred</p> <p>(40/1291) % + \$ per item</p> <p>(42/1291) % + \$ per item</p>
<ul style="list-style-type: none"> • Cardholder, card, merchant and card-reading terminal must be present except for transactions occurring within the following MCCs: Government (9211, 9222, 9399), School (8211, 8220, 8299), Utility (4900), Insurance (5960, 6300) and Cable and Other Pay TV(4899). • Transaction must be settled within 2 days. 	<p>CPS/Retail 2 (Select Emerging Markets)</p> <p>(40/1273) 1.75% + \$0.20 per item</p> <p>(40/1274) 1.75% + \$0.20 per item</p> <p>(42/1273) 1.35% + \$0.20 per item</p> <p>(42/1274) 1.35% + \$0.20 per item</p>

VISA Commercial Cards

<ul style="list-style-type: none"> • Applies to Business, Corporate, or Purchasing cards at Non-T&E merchants. • Business and Corporate card transaction must meet sales tax requirements. Tax amount can't be zero, except for tax-exempt. • Purchasing card transaction must meet sales tax and customer code requirements. • Transaction must be from an MCC other than 3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, and 7512 • If transaction is NOT CPS Qualified, but Level 2 data elements are met, merchant will receive Commercial Card Electronic fees. • If transaction is CPS Qualified, but Level 2 data elements are NOT met, merchant will receive Commercial Card Electronic fees. • If transaction does not meet Level II and CPS qualifications then they will receive Commercial Card Standard fees. 	<p>Commercial Card Level II</p> <p>(41/1276) 2.20% + \$0.20 per item</p>
<ul style="list-style-type: none"> • Applies to all Corporate/Business/Purchasing cards (T&E merchants and Non-T&E merchants) • Applies to Corporate/Business cards at non-T&E merchants when (sales tax) is not provided. • Applies to Purchasing cards at non-T&E merchants when additional data (sales tax and accounting/customer code) is not provided. Accounting/Customer Code is provided by cardholder. • Transaction must be settled within 2 days. • If transaction is swiped, must meet CPS requirements. • KEYED TRANSACTIONS: • For Non-T&E, when commercial card data not supplied, must meet CPS Card Not Present requirements. • For hotel, must meet CPS Hotel-Card Not Present requirements. 	<p>Commercial Card Electronic</p> <p>(41/1223) 2.55% + \$0.20 per item</p>
<ul style="list-style-type: none"> • Commercial Card Transactions that do not meet Commercial Card Electronic qualification criteria (i.e. voice authorization or did not settle transaction timely). • Transaction must be settled within 30 days. 	<p>Commercial Card Standard</p> <p>(41/1203) 3.05% + \$0.20 per item</p>

40 = Consumer CREDIT Cards 42 = Consumer DEBIT CHECK Cards 41 = Commercial CREDIT Cards

Exhibit A - Page 3

MERCHANT ACCOUNT FEE STRUCTURE

Monthly Statement Fee: \$ 7.50	V/MC Authorization Fee: \$ 0.10
Monthly Minimum Fee: \$ 10.00	V/MC Wats Auth Fee: \$ 0.15
Voice Authorization Fee: \$ 0.95	V/MC Capture Fee: \$ 0.00
Chargeback Fee: \$ 15.00	AMEX/Discover Transaction Fee: \$ 0.20
American Express Rate: 2.15%	AMEX/Discover Wats Fee: \$ 0.25

EQUIPMENT / SOFTWARE PROPOSAL

*Description	Purchase Price **	Gateway Fee **	Gateway Per Item Fee **
		\$	\$

* Please note that all terminals provided by AMS come with a One(1) Year Limited Warranty
 ** Please note that Purchase/Lease pricing may be subject to applicable sales tax

OPTIONAL SERVICES

_____ Web Based Online Reporting Reporting will provide you with immediate access to daily
 (Initial) detailed transaction information. Please initial here, your merchant account will be billed 10.00 per Month,
 per merchant account.

Customer Signature: _____ **Date:** _____

MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

THIS IS A MERCHANT PROCESSING AGREEMENT ("Agreement") entered into as of the date is accepted by and among NCMIC Finance Corporation, an Iowa industrial banking corporation ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the U.S. domiciled business (the "Merchant") that signed the attached Application.

BACKGROUND INFORMATION

Member Bank is a member of both VISA U.S.A. Incorporated ("VISA") and MasterCard International ("MasterCard") (each a "Card Association"). Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's sales agent and provides certain services to Merchant through various third party service providers (TPA) (Member Bank, AMS and TPA shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept payments from its customers via VISA and MasterCard branded bankcards for Merchant's goods and/or services and exclusively retains Processor to sponsor Merchant's acceptance of such bankcards and provide Merchant with bankcard processing and settlement services. Processor agrees to provide such services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Processor agrees to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), bankcard processing and settlement services (the "Services") in accordance with the terms and conditions of the Agreement and the Operating Procedures Guide, the terms of which are incorporated by reference and made a part of this Agreement. Merchant agrees to use Processor exclusively to sponsor and process its VISA and MasterCard branded bankcard transactions.
2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide.
3. **Card Association Rules and Regulations.** ALL CARD TRANSACTIONS AND THIS AGREEMENT ARE SUBJECT TO, AND THE PARTIES AGREE TO BE BOUND BY, APPLICABLE CARD ASSOCIATION OPERATING RULES AND REGULATIONS, INCLUDING THE VISA CARDHOLDER INFORMATION SECURITY PROGRAM, (COLLECTIVELY, THE "ASSOCIATION REGULATIONS"), AND ANY CHANGES TO THEM MADE BY A CARD ASSOCIATION FROM TIME TO TIME, WHETHER OR NOT ALL THE PARTIES HAVE BEEN NOTIFIED OF THOSE CHANGES. PROCESSOR SHALL NOT BE RESPONSIBLE FOR PROVIDING ANY COPIES OF THE ASSOCIATION REGULATIONS TO MERCHANT. PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION THEY MAY PROVIDE, IF ANY, TO MERCHANT REGARDING THE ASSOCIATION REGULATIONS FROM TIME TO TIME, AND DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES INCURRED BY MERCHANT THAT IN ANY WAY ARISE OUT OF MERCHANT'S FAILURE TO COMPLY WITH THE ASSOCIATION REGULATIONS. IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE ASSOCIATION REGULATIONS, THE ASSOCIATION REGULATIONS SHALL GOVERN.
4. **Fees.** The Fees and other charges to be charged by Processor to Merchant for the services provided under this Agreement are set forth in the Merchant Application and Fee Schedule (the Application), which is made a part of this Agreement. The Discount Rate shall be charged on all new sales (i.e. sale transactions not including "returns" or credits to cardholders) Processor may change such Fees from time to time upon 10 days prior written notice to Merchant. The Fees set forth in the Fee Schedule do not include, and Merchant hereby agrees to pay, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Card Associations or other third party, whether charged to directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees.
5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Association Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) accept cash payments from a Cardholder for previous Card Transactions; or (c) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.
6. **Merchant's Bank Account**
 - a. Merchant shall establish, and at all times during the term of the Agreement, maintain one or more Bank Accounts with an Institution in order to facilitate payment of amounts due from time to time under this Agreement, which Institution shall be identified in the Fee Schedule. Merchant shall arrange for a Bank Account to which automated clearing house ("ACH") transactions may be made to facilitate payment of amounts from time to time under this Agreement. To secure the extension of credit and merchant's obligations under this Agreement including, without limitation, Merchant's obligation to pay chargebacks, Merchant grants to NCMIC and AMS a security interest in its deposited sales drafts and all funds maintained in Merchant's bank account(s).
 - b. All credits, charges and debits in connection with Card Transactions and other amounts owing under this Agreement shall be made to Merchant's Bank Account, including without limitation, all Fees, Adjustments and Chargebacks. Merchant authorizes Processor, without notice to Merchant, to credit or debit Merchant's Bank Account(s) and any future deposits in Merchant's Bank Account. Any Fees or other charges not collected by Processor through a debit to Merchant's Bank Account, for whatever reason, shall be invoiced to Merchant by Processor and are due upon Merchant's receipt of such invoice.
 - c. If Merchant has more than one deposit account with its Institution, any or all of such accounts may be treated as Merchant's Bank Account and may be credited, charged or debited in connection with Card Transactions and other amounts owing under this Agreement as Processor may determine; provided, that Merchant may designate a particular Bank Account(s) with respect to certain amounts to be credited, charged or debited from time to time by Processor in connection with particular Card Transactions. Processor agrees to comply with such designation so long as the designated Bank Account(s) contain sufficient funds to satisfy such charges or debits.
 - d. If a debit or Chargeback to Merchant's Bank Account results in an overdraft, Merchant shall immediately deposit with Institution an amount sufficient to cover such overdraft and any related service charges or fees.
 - e. All items credited and debited to Merchant's Bank Account(s) are subject to review, verification and acceptance by Processor. Processor may withhold crediting of questionable items pending verification, investigation and confirmation.
 - f. If Merchant desires to change its Institution or if Merchant's Institution no longer desires to provide its services to Merchant, Merchant shall notify Processor in writing at least ten (10) days prior to the effective date of the change and shall follow Processor's procedures for completing the change.
7. **Display of Service Marks, Advertising and Promotional Materials**
 - a. Merchant shall prominently display at each Authorized Location any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the Card Associations furnish to Merchant to alert Cardholders that Cards will be honored at Merchant's Authorized Locations. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchant exempted by a Card Association. The Service Marks for each Card Association must be at least the dimension of and as prominent as any other card program mark or logo displayed.
 - b. Merchant may use the Service Marks only to indicate that Cards are accepted by Merchant for payment. Merchant shall not state, imply or use the Service Marks to indicate that Processor or any Card Association endorses, sponsors, produces, offers, sells or is affiliated with any of Merchant's goods or services.
 - c. Merchant shall not refer to Processor or any Card or Card Association in stating eligibility for Merchant's merchandise, services or membership.
 - d. Merchant's use of the Service Marks of any Card Association shall be governed by the Card Association's Regulations and Merchant shall not use any Service Marks in a direct mail solicitation without prior written approval of the applicable Card Association.
 - e. Merchant's right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless Processor directs that such use or display shall cease. Merchant acknowledges that the Service Marks are the property of the applicable Card Association and Merchant shall not infringe upon the Service Marks.
8. **Term.** This Agreement will be effective as of the date it is accepted by Processor and will continue in effect for a term of one (1) year following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms, unless a party provides written notice to the other parties of its intent not to renew this Agreement at least ninety(90) days prior to the expiration of the then current Term (a "Termination Notice"). If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.
9. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) Merchant fails to pay any obligation under this Agreement to Processor when due; (b) any representation or warranty made by Merchant under this Agreement, the Fee Schedule or any financial statement, certificate, report, exhibit or document required to be furnished by Merchant to Processor pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) Merchant shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Association Regulation; (d) Merchant is no longer allowed by a Card Association to accept their Cards as payment or Merchant's name appears on a Card Association's terminated merchant list; (e) Processor reasonably concludes that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to Merchant's acceptance of bankcards or Merchant's performance under this Agreement; (f) there is an unexplained material change in Merchant's processed volume, average ticket size or mode of sale; (g) Processor reasonably concludes that there exists a risk of an abnormal level of Chargebacks or that Merchant may not fund Chargebacks, fees or other charges as they occur; (h) Merchant has defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in Merchant's business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against Merchant, for the payment of money remain undischarged, unsatisfied or stayed for a period of 45 consecutive days; (k) Merchant's lender takes possession of Merchant's inventory; (l) a writ or warrant of attachment, garnishment, execution, distraint or similar process shall have been issued against Merchant or any of its assets; (m) a proceeding shall have been instituted with respect to Merchant (1) seeking an order for relief or a declaration entailing a finding that Merchant is insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to Merchant, its assets or its debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequester or other similar official for Merchant or for all or any substantial part of its assets; or (n) Merchant shall become insolvent, shall become generally unable to pay its debts as they become due, shall voluntarily suspend transaction of its business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of its assets, shall dissolve, windup, revoke or forfeit its charter (or other constituent documents) or liquidate itself or any substantial part of its assets, or shall take any action in furtherance of any of the foregoing.

Merchant shall notify Processor in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

10. **Remedies Upon Event of Default.** Upon the occurrence of any Event of Default, Processor may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to Merchant; (b) without prior notice to Merchant, refuse to accept or revoke acceptance of any Sales Draft or Credit Draft, or the electronic transmission thereof if applicable, received by Processor on or at any time after the occurrence of any Event of Default; (c) without prior notice to Merchant, debit Merchant's Bank Account in an amount equal to any amount then owed to Processor; (d) establish a reasonable reserve using Merchant funds in Processor's possession to cover foreseeable Chargebacks, cardholder credits or Fees; (e) increase the Fees payable by Merchant hereunder commensurate with the increased risk; (f) require Merchant to deposit, as cash collateral, such amounts as Processor may require to secure Merchant's obligations hereunder; (g) report to one or more credit reporting agencies any outstanding Merchant or guarantor indebtedness to Processor; or (h) take such other action as may be permitted by law.

11. **Liquidated Damages.** For purposes of this Section 11, a "Liquidated Damage Termination" shall mean: (i) a termination of this Agreement by Processor following an Event of Default specified in Section 9 above (ii) a termination of this Agreement by Merchant for any reason whatsoever, other than following written Termination notice given by Merchant pursuant to Section 8 or 13; or (iii) Merchant's deposit of its VISA or MasterCard branded bankcard transactions with any entity other than Processor. Merchant's payment of the monthly minimum discount shall not fulfill Merchant's obligation to Processor.

The parties agree that the actual damages which will result to Processor from a Liquidated Damage Termination are not readily ascertainable as of the effective date of this Agreement. In addition, Merchant acknowledges and agrees that in reliance on this Agreement and other long-term agreements, Processor will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of a Liquidated Damage Termination, Merchant shall pay to Processor, in addition to all amounts owed each for the services provided to Merchant pursuant to this Agreement, liquidated damages of the greater of (i) \$500.00; or (ii) (THIRTY PERCENT (30%) of the average total monthly fees incurred during the preceding 6 months (or such shorter period if this Agreement has not been in effect for 6 months), times the number of months, or portion thereof, remaining in the then current term of this Agreement. The parties intend that the liquidated damages be in lieu of Processor's lost profits for the remainder of the term of this Agreement, but not in lieu of any other damages to which Processor might otherwise be entitled arising out of wrongful acts or omissions of Merchant.

12. **Change in Merchant's Business.** Merchant shall provide Processor at least thirty (30) days prior written notice of its intent to change in any way the basic nature of its business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Processor shall have the right to terminate this Agreement without further obligation upon providing to Merchant thirty (30) days prior written notice.

13. **Termination by Merchant.** Merchant may terminate this Agreement upon 30 days prior written notice to Processor in the event of (a) receipt by Merchant of notice of any increase in Fees payable to Processor pursuant to Section 3 hereof (excluding pass-through fees payable to a Card Association or other third party, or Fee increases pursuant to Section 10); or (b) any material amendment or modification to this Agreement made by Processor pursuant to Section 19 hereof which adversely affects Merchant in any material respect (excluding material amendments or modifications required due to changes to an Association Regulation or applicable federal, state or local law or regulation). Merchant's right to terminate pursuant to this Section 13 shall expire 30 days following Merchant's receipt of notice of any such Fee increase or material amendment or modification.

14. **Credit Inquiries; Reporting; Financial Statements.** Merchant authorizes Processor to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Processor. Merchant agrees to provide to Processor such financial statements or other information concerning Merchant's business or operations as may be requested by Processor from time to time, in appropriate detail, promptly upon request by Processor. Upon request by Processor, Merchant shall furnish to Processor, within 120 days after the end of Merchant's fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. Processor may, at their discretion, accept unaudited financial statements prepared by a public accounting firm.

15. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Merchant's Application or any other document delivered to Processor in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; and (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."

16. **Indemnity.** Merchant agrees to indemnify, defend and hold harmless Processor, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card Transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) the failure of Merchant to comply with the provisions of this Agreement, Association Regulations or applicable federal, state or local laws and regulations.

17. **CHOICE OF LAW; JURISDICTION; WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. MERCHANT HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN BROWARD COUNTY; (B) SUBMITS TO THE JURISDICTION OF SUCH COURTS (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF PROCESSOR TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM); (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER MERCHANT; (D) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MERCHANT AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

18. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY MERCHANT AGAINST PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY). MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

19. MISCELLANEOUS PROVISIONS.

a. Merchant shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Processor. Any dissolution, merger, consolidation, reorganization or transfer of substantially all assets or a controlling percentage of the corporate stock of Merchant shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. Processor may transfer its rights and responsibilities hereunder to another VISA/MasterCard member institution without Merchant's consent.

b. This Agreement may be modified by Processor upon 30 days prior written notice to Merchant.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, telephone communications with Merchant may be monitored and/or recorded without further notice or disclosure.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. This Agreement shall not be construed more strongly against any party, regardless of who is more responsible for its preparation.

i. If there is any conflict between a part of this Agreement and any present or future Association Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Association Regulation, law or regulation.

j. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth below.

k. Merchant shall be liable for all taxes, except Processor's income taxes, required to be paid or collected as a result of this Agreement.

l. All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to Merchant, or to debit any Bank Account(s) of Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

MERCHANT SIGNATURE AUTHORIZATION

LEGAL NAME OF BUSINESS City of Davie

SOLE PROPRIETOR

The undersigned, being the sole owner of the listed Client certifies to, and agrees with AMS as follows:

1. I am the sole owner of Client, who has applied to AMS and entered into this Agreement for the retail or service business of Client.
2. The person(s) whose name(s) appear below and I, or any one of us are authorized by me to sign this Agreement and to act for and on behalf of the Client and me in any matter related to this Agreement.
3. Both AMS and NCMIC may rely on the authorization granted in this certificate and that this certification shall remain in full force and effect during the term of the Agreement.
4. The following are the names, titles and genuine signatures of the person(s) authorized by this certificate:

PARTNERSHIP

We certify and agree, individually and on behalf of the listed Client as a

**General
or
Limited Partnership
(circle one)**

1. We are all of the general partners of the Client.
2. An appropriate certificate of partnership for Client has been properly filed as required by law.
2. The general partner and any of the persons identified below are authorized to sign this Agreement and, by said signature, bind Client to it.
3. The general partner(s) or any other persons designated below are authorized to act for and on behalf of Client in any matter related to this Agreement.
4. Both AMS and NCMIC may rely on the authority granted in this certificate and that this certification shall remain in full force and effect during the term of the Agreement.
5. The following are the names, titles and genuine signatures of the person(s) authorized by this certificate:

LIMITED LIABILITY CORPORATION OR PARTNERSHIP

We certify and agree, individually and on behalf of the listed Client as a

**Limited Liability Corporation
or
Limited Liability Partnership
(circle one)**

1. I am the managing partner/member (or authorized representative of the managing partner/member) of the Client.
2. An appropriate certificate of organization for Client was properly filed as required by law.
3. The managing partner/member and the persons identified are authorized to sign this Agreement and, by said signature, bind Client to it.
4. The managing partner/member and any other persons designated below are authorized to act for and on behalf of Client in any matter related to this Agreement.
5. Both AMS and NCMIC may rely on the authority granted in this certificate and that this certification shall remain in full force and effect during the term of the Agreement.
6. The following are the names, titles and genuine signatures of the person(s) authorized by this certificate:

CORPORATION

I certify that I am the duly elected and qualified

and keeper of the records and corporate seal of Client, and that the following resolutions and/or affirmations were adopted at a meeting of the Board of Directors on

_____, 20____
(Date of Meeting)
in accordance with Client's articles and bylaws:

1. An appropriate certificate of organization for Client was properly filed as required by law.
2. The officers of the corporation and any of the persons identified below are authorized to sign this Agreement and, by said signature, bind Client to it.
3. The officers and any of the persons identified below are authorized to act for and on behalf of Client in any manner relating this Agreement.
4. Both AMS and NCMIC may rely on the authority granted in this resolution and that this resolution shall remain in full force and effect during the term of the Agreement.
5. The following are the names, titles and genuine signatures of the person(s) authorized by this resolution:

Please CIRCLE Proper Title:	PRINT NAME	SIGNATURE
Owner/General Partner/President/Managing Member		
General Partner/Vice President/Managing Member		
General Partner/Secretary/Managing Member		
Treasurer		
Mayor	Tom Truex	

IN WITNESS WHEREOF, I have hereunto subscribed my name as : Proprietor General Partner Managing Member, or

_____ of Corporation of the "Merchant" as of this _____ Day of _____, 20____

Signature: _____ Print Name: Tom Truex



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of NCMIC Finance Corporation

PRINT CLEARLY

MERCHANT #:	PREPARED BY: Jenny Barber	DATE:
INSTITUTION:	SALES REP 1: Daniel L. Sloan	SALES REP#:

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DBA: Town of Davie (Corporate)	Business Name (if different from Legal Name):	Corporate/ Legal Name: City of Davie
Address (Physical Location): 6591 Orange Drive		Mailing Address: 6591 Orange Drive
City: Davie	State: FL	Zip: 33314
Email Address: pat_locke@davie-fl.org		Website Address: ww.davie-fl.gov
Contact Name: Pat Locke	Title: Accounting Manager	Contact Name: (Corporate Office, If Applicable) Pat Locke
Business Phone #: (954)797-1050	Fax #: (954)797-1049	Title: Accounting Manager
Name and Address to Appear on Statement:	<input checked="" type="checkbox"/> DBA Business <input type="checkbox"/> Legal	Business Phone #: (954)797-4056
FED TAX ID #/BUSINESS LICENSE #: 59-6046527	State Tax ID:	Fax #: (954)797-1049
If Chain, Chain's Store Name and #:	BUSINESS LICENSE #:	MERCHANT EXPECTED AVERAGE TICKET 100.00
OWNERSHIP TYPE: <input checked="" type="checkbox"/> Government <input type="checkbox"/> Non-Profit	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	EXPECTED MAX TICKET
<input type="checkbox"/> Corporation (State _____)) <input type="checkbox"/>	(ADDITIONAL Locations Annex Attached) _____ (Initials) _____	MONTHLY MC/VISA VOLUME
		NUMBER OF YEARS IN BUSINESS
		NUMBER OF YEARS PRESENT OWNERSHIP
		CHAIN MERCHANT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

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1 Principal Name (First): MI: Last: Title: Tom Truex M a y o r	1 DL #:	%Ownership:	SSN:	Gov Agt
Home Address	Date of Birth:	City	State Zip	Home Phone
2 Alternate (First): MI: Last: Title:	2 DL #:	%Ownership:	SSN:	
Home Address	Date of Birth:	City	State Zip	Home Phone

AMS - ADDITIONAL LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:

 Location No: 1 of 2

 Date: 09/12/2005

 Corporation Name: Town of Davie DBA: _____
 Main Contact: Pat Locke MID: _____ SIC: _____

ADDITIONAL LOCATION INFORMATION:

 DBA: Town of Davie Utilities Main Contact: Susan DeSantis
 Location Address: 6591 Orange Drive City: Davie ST: FL Zip: 33314
 Mailing Address: 6591 Orange Drive City: Davie ST: FL Zip: 33314
 Phone #: (954)797-1068 Fax #: (954)797-1049 Email: _____
 Merchant Number: _____ (Assigned Upon Approval) SIC: 4900 Sales Rep: Daniel L. Sloan
 Nature & Type Of Business: Utility Payments
 Average Ticket: \$ 100.00 Monthly Volume: \$ MOTO % _____ Internet % 100
 Merchant Products or Services Offered (be specific): Utility Payments
 P.O.S. Equipment/Software: Software HTE Click2Gov
 Specific Comments on Location: _____

SITE INFORMATION:

 Building Type: Shopping Center Office Building Residence Separate Building
 Area Zoned: Commercial Industrial Residential
 Merchant: Owns Rents
 Landlord: _____ Contact: _____ Phone: _____
 Inspected By: _____ Date: _____

NON BANCARD INFORMATION:

 American Express: _____ Diners Club / CB: _____
 Discover/Novus: _____ Other: _____

DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type: C K	Deposit Routing/Transit # _____	Deposit Account Number (15 Digits) _____
Account Type: C K	Chargeback Routing/Transit # _____	Chargeback Account Number (15 Digits) _____

Merchant hereby authorizes Member Bank and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement Fees) NOTE: Attach Voided Check

The parties hereto agree to abide by the Terms & Conditions contained in the Merchant Processing Agreement signed on _____

Tom Truex		Mayor	
Printed Officer/Owner Name	Signature	Title	Date

INCOMPLETE APPLICATIONS WILL BE RETURNED TO SALES REPRESENTATIVE

P O S I N F O R M A T I O N	Please Mark all Card Types Accepted and Initial Here: _____ (initials)		BANK ACCOUNT INFORMATION	
	<input type="checkbox"/> Visa Credit includes acceptance of Commercial Cards <input type="checkbox"/> Visa Debit/Check Cards <input type="checkbox"/> M/C Credit includes acceptance of Commercial Cards <input type="checkbox"/> M/C Debit/Check Cards <small>*For Details on how transactions qualify at each level, please refer to your Operating Procedures Guide.</small>		Deposit Routing/Transit #: _____ Deposit Account Number (15 digits) _____ Chargeback/Routing/Transit #: _____ Chargeback Account Number (15 digits) _____ Bank Name: Southtrust Bank Contact: _____ Acct Type: Business Checking Phone: _____ Fax: _____ Merchant hereby authorizes NCMIC Finance Corporation and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement and the provision of related services, software, and equipment (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement Fees) Attach Voided check. Signature _____ Date _____ (Officer/Owner)	
G E N E R A L	OTHER MERCHANT NUMBERS: _____ AUTH _____ EDC _____ AMEX _____ <input type="checkbox"/> <input type="checkbox"/> DINERS CLUB _____ <input type="checkbox"/> <input type="checkbox"/> DISCOVER _____ <input type="checkbox"/> <input type="checkbox"/> JCB _____ <input type="checkbox"/> <input type="checkbox"/> CEY CHECK ID _____ CEY CHECK SVC _____ P.O.S. TYPE _____ (#) _____ PRINTER _____ (#) _____ PIN PAD _____ (#) _____ TIPS _____ AUTO CLOSE _____ (#) _____		CURRENT PROCESSOR: _____ SIC CODE: _____ Mail/Phone Order Y OR N % _____ Internet Y OR N % _____ IF YES, PLEASE INCLUDE COPY OF CATALOG OR PRICE LIST	
	POS DEBIT: No _____ NETWORK: _____			
S I T E I N S P E C T I O N	Does Merchant have adequate inventory on hand to support business? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			
	Is Merchant open for business? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, when _____			
	State <i>specifically</i> merchandise type or the exact services offered (inventory must be accounted for): _____			
	Merchant Type: <input type="checkbox"/> Retail Outlet <input type="checkbox"/> Restaurant/Food <input type="checkbox"/> Lodging <input type="checkbox"/> Mail/Telephone Order Only <input type="checkbox"/> Home Business, Trade Fairs <input type="checkbox"/> Outside Sales/Service, Other, etc. <input type="checkbox"/> Manual Entry with Imprint <input type="checkbox"/> Internet (contact email address required above)			
R E F E R E N C E S	Methods of Marketing: <input type="checkbox"/> Newspaper/magazines <input type="checkbox"/> Internet <input type="checkbox"/> Television/Radio <input type="checkbox"/> Direct Mail, Brochure Catalogs <input type="checkbox"/> Outgoing Telemarketing Sales			
	BUILDING TYPE: Shopping Ctr. <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Separate Building <input type="checkbox"/> Website <input type="checkbox"/> Other <input type="checkbox"/> MERCHANT: Owns <input type="checkbox"/> Rents <input type="checkbox"/>			
	AREA ZONED: Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> SQUARE FOOTAGE: <input type="checkbox"/> 0 - 500 <input type="checkbox"/> 501 - 2500 <input type="checkbox"/> 2501 - 5000 <input type="checkbox"/> 5001-10,000 <input type="checkbox"/> MORE THAN 10,000			
	Trade Name: _____		Contact: _____	
Address: _____		Account Type: _____		
Phone: _____ Fax: _____		Account #: _____		
Trade Name: _____		Contact: _____		
Address: _____		Account Type: _____		
Phone: _____ Fax: _____		Account #: _____		
Landlord: _____		Contact: _____		
Address: _____		Rent/Mortgage Payment Amount: _____		
Phone: _____ Fax: _____		Account #: _____		

SUNGARD®

HTE Public Sector Solutions • www.sungard.com/hte • 407-304-3235 tel • 800-727-8088 toll free

March 14, 2006

Tamecka McKay
Town of Davie, FL
6591 Orange Drive
Davie, FL 33314-3399

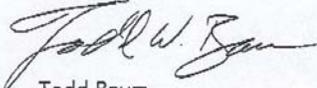
Dear Tamecka:

SunGard HTE currently supports, through the Click2Gov Internet application suite, two methods of accepting online payments. The main method is via our OnePoint payment gateway product. The other method is via third-party payment sites. Our OnePoint payment gateway currently interfaces with the VitalNet payment network (or a network that can access and is 100% compatible with VitalNet) or the Verisign payment gateway. If a customer does not wish to use OnePoint or the VitalNet or Verisign networks, they may choose to use a third-party payment service. When using third-party services for payment authorization, one or more custom lockbox interfaces may be needed to allow automated importing of transaction results.

A payment solutions provider, Automated Merchant Systems has worked with us to streamline the implementation process for customers wishing to utilize our OnePoint payment gateway product. They are currently the only payment solutions provider that we have a relationship with. We are very satisfied with Automated Merchant Systems and are not aware of any customer issues involving them. We are not aware of any customers that are dissatisfied with Automated Merchant Systems.

Please feel free to contact me at 800.727.8088 if you need further information.

Regards,



Todd Baum
Product Manager
SunGard HTE, Inc.