

## PAYSTAR CONTRACT FOR SERVICE AGREEMENT

**WHEREAS**, Integrated Payment Solutions, LLC dba "PayStar" is in the business of licensing its software and providing services to entities, which facilitate the online payment or collection of account receivables, fines, fees, taxes, utility bills, etc., via credit or debit cards or ACH transactions and providing other services as may be set forth in this Agreement; and

**WHEREAS**, the St. John the Baptist Parish Council regards the services of PayStar as beneficial to certain operations of the Parish, including the collection of such payments, and the Parish desires to obtain the services of Paystar;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the desires, responsibilities, and of the mutual covenants of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into the Agreement.

### IT IS AGREED, AS FOLLOWS:

This Agreement is made and entered into on this 16<sup>th</sup> day of APRIL, 2020 between St. John the Baptist Parish Council, (hereinafter referred to as "PARISH"), represented by Jaclyn Hotard, PARISH President, and Integrated Payment Solutions, LLC dba "PayStar", 5131 Payne Dr., Baton Rouge, LA 70809, represented by Connor Nichols, in accordance with the certificate of authority attached hereto, hereinafter referred to as "CONTRACTOR" under the following terms and conditions.

- 1. TERM.** PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to CONTRACTOR of its intent to terminate this Agreement. CONTRACTOR shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.
- 2. AMENDMENT.** This Agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist PARISH Council.
- 3. SERVICES and CONSIDERATION.** CONTRACTOR shall provide to PARISH the Services described in Appendix 1 (collectively, the "Services"), including the use of the CONTRACTOR Payment Platform, which facilitates online and point of sell payments. Except as provided in Appendix 1, CONTRACTOR shall be responsible for any and all fees, charges, and amounts that may become owed that are associated with a Merchant Application and/or Merchant Processing Agreement, which are required agreements associated with the Services outlined herein. CONTRACTOR shall receive the fees charged per Appendix 2.
- 4. TAXES.** CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be CONTRACTOR'S obligation. CONTRACTOR is required to provide a completed W-9 form prior to commencement of work.
- 5. TERMINATION FOR CAUSE.** The PARISH may terminate this Agreement for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of this Agreement, provided that PARISH shall give CONTRACTOR written notice specifying CONTRACTOR'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed. CONTRACTOR may terminate this Agreement for cause based upon the failure of

the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) days from the date the notice was mailed.

Notwithstanding the above, **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by **CONTRACTOR**, and **PARISH** may withhold any payments to **CONTRACTOR** for the purpose of set off until such time as the exact amount of damages due **PARISH** from **CONTRACTOR** is determined.

**6. GENERAL CONDITIONS.** The professional and technical adequacy and accuracy of document and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent Contractors and not as employees of the **PARISH**. **PARISH** shall not be obliged to any person, firm or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this **Agreement**.

The **CONTRACTOR** shall be authorized to represent the **PARISH** with respect to services being performed and dealings with other agencies. The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **CONTRACTOR**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **PARISH** shall have the right to annul this **Agreement** without liability. This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

**7. INSURANCE.** **CONTRACTOR** shall meet or exceed the **PARISH**'S Insurance Requirements as listed in **Appendix 3: Insurance Requirements**.

**8. OWNERSHIP.** All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by the **PARISH** shall remain the property of the **PARISH**, and shall be returned by **CONTRACTOR** to the **PARISH**, at **CONTRACTOR**'S expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **PARISH**, except as provided in Section 22, and shall, upon request, be returned by **CONTRACTOR** to the **PARISH**, at **CONTRACTOR**'S expense, at termination or expiration of this **Agreement**.

**9. AUDITORS.** It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

**10. NON-ASSIGNABILITY.** CONTRACTOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the PARISH subject to approval by St John the Baptist PARISH Council. This provision shall not be construed to prohibit CONTRACTOR from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the PARISH.

**11. INDEMNITY.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the PARISH and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of CONTRACTOR. Also CONTRACTOR shall indemnify and hold harmless the PARISH and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from a breach of data, of which is within the CONTRACTOR Platform, but only to the extent such breach is caused in whole or in part by negligent acts or omissions of CONTRACTOR as well as that such breach was not caused by or resulted from an act or omission of PARISH, or any of its Agents, Employees or other contractors.

**12. SEVERABILITY CLAUSE.** If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**13. FISCAL FUNDING.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the PARISH or any other state or federal funding source. If the PARISH fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the PARISH President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**14. NOTICES.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to PARISH:	If to Contractor:
ATTN: Jaclyn Hotard PARISH President St. John the Baptist PARISH 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Connor Nichols Member PayStar 5131 Payne Dr. Baton Rouge, LA 70809

**15. EXCLUSIONS.** Pursuant to Louisiana Revised Statute 38:2227, **CONTRACTOR** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

**16. CONTRACTOR** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

**17. NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT.** Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **CONTRACTOR** must certify that neither he, nor anyone acting on behalf of the **CONTRACTOR**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this Agreement, other than persons regularly employed by **CONTRACTOR**. **CONTRACTOR** further affirms that no part of the Agreement price was paid or will be paid to any person, firm, association, or other organization for soliciting this Agreement, other than payment to person regularly employed by **CONTRACTOR** in the regular course of their employment duties for **CONTRACTOR**.

**18. CONTRACTOR** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

**19. CONTRACTOR** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

**20. DISCRIMINATION CLAUSE.** The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

21. The **CONTRACTOR** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

**22.1 WORK PRODUCT AND ITS OWNERSHIP.** Any patentable works, ideas, discoveries, inventions, copyrights, products, or other information (collectively the "Work Product") provided or developed in whole or in part by **CONTRACTOR** in connection with the Services outlined herein, specifically including the **CONTRACTOR** Payment Platform and associated modules and web applications (collectively the "Software"), shall be the exclusive property of **CONTRACTOR**, except for any utilized confidential information of **PARISH**. Upon request and as appropriate, **PARISH** will execute all documents necessary to confirm or perfect the exclusive ownership of **CONTRACTOR** to the Work Product.

**22.2 CONTRACTOR** is granting to **PARISH** during the Term of this Agreement the nontransferable, nonexclusive worldwide license and right to use of the Software, all solely for **PARISH'S** own internal business operations. Pursuant to this Agreement, **PARISH** acknowledges and agrees the Software and any future development work is not a concurrent license and that the rights granted to **PARISH** are indefinitely subject to all of the following agreements and restrictions: (i) **PARISH** shall not sell, transfer, barter, trade, license, modify or copy the Software; (ii) **PARISH** shall not, directly or indirectly, modify, make derivative works of, disassemble, reverse compile, or reverse engineer, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of any part of the Software or access the Software in order to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (iv) **PARISH** does not acquire any rights in the Software, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted are reserved by **CONTRACTOR**; and (v) this Agreement is not a sale and does not convey any rights of ownership in or related to the Software. **CONTRACTOR** shall have the right and may collect, store, and use customer electronic communications for its own business purposes.

**23. CONFIDENTIALITY.** **CONTRACTOR** and its employees will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner, any information that is proprietary to or considered confidential by **PARISH**. **CONTRACTOR** and its employees will protect such information to the same extent **CONTRACTOR** protects its own confidential information. This provision will continue to be effective after the termination of this Agreement. Any waiver by **PARISH** of these confidentiality obligations which allows **CONTRACTOR** to disclose **PARISH'S** confidential information to a third party will be limited to the information to be disclosed to the specific third party.

**24. WARRANTY.** **CONTRACTOR** shall provide its Services in a timely and workmanlike manner, consistent with a standard of care equal to care used by similar industry service providers on similar projects.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY **CONTRACTOR**. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE **CONTRACTOR** PAYMENT PLATFORM OR ASSOCIATED MODULES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION, AND ANY WARRANTIES IMPLIED BY LAW, BY THE COURSE OF

DEALING BETWEEN THE PARTIES, OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, EXCEPT AS STATED HEREIN, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PARISH AND THEIR CUSTOMERS WILL ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE CONTRACTOR PAYMENT PLATFORM OR ASSOCIATED MODULES OR THE INFORMATION GENERATED OR DISPLAYED THEREBY IS ACCURATE OR SUFFICIENT FOR THEIR OWN INDIVIDUAL PURPOSES.

**25.1 LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE CONTRACTOR PAYMENT PLATFORM OR ASSOCIATED MODULES, THE USE OF THE CONTRACTOR PAYMENT PLATFORM OR ASSOCIATED MODULES OR THE INABILITY TO USE THE CONTRACTOR PAYMENT PLATFORM OR ASSOCIATED MODULES). IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE CONTRACTOR PAYMENT PLATFORM OR ASSOCIATED MODULES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF AGREEMENT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF THIS LIMITATION OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**25.2 CONTRACTOR** shall not be liable for the accuracy or validity of **PARISH** provided or uploaded data. **CONTRACTOR** shall not be liable for any errors or omissions in data provided or uploaded by **PARISH** or its customers or payors.

**25.3 CONTRACTOR** shall not be liable for any errors or delays attributable to the acts or omissions of any bank or other third-party or payor involved in the processing or fulfillment of any payments.

**26. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes

are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**27. ENTIRE AGREEMENT.** This Agreement contains the agreement of the parties, and, except to the extent applicable in the Merchant Application and/or Merchant Processing Agreement, there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**28. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St John the Baptist PARISH and any appropriate Appellate there from. CONTRACTOR hereby agrees and consents to personal and/or in re jurisdiction of the trial and appropriate Appellate courts.

**29. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**30. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, each of the parties have executed this Agreement by and through its authorized representative to be effective as of APRIL 16<sup>th</sup>, 2020.

St. John The Baptist Parish Council

Signature: *Jaelyn Hotard*

Print: Jaelyn Hotard

Title: Parish President

Date: 4/15/2020

Integrated Payment Solutions, LLC  
d/b/a PayStar

Signature: *Connor Nichols*

Print: Connor Nichols

Title: VP of Sales

Date: 4/16/2020

## APPENDIX 1 – Services

This sets forth a mutual understanding of **CONTRACTOR'S** Services to be provided the **PARISH**:

1. **CONTRACTOR** shall continue to develop, host and maintain its payment platform and provide a **PARISH**-specific account for the **PARISH**.
2. All costs for developing, configuring, hosting, maintaining, and supporting the payment platform, including customer service and credit/debit card and ACH processing fees are underwritten by the fees and costs in Appendix 2.
3. There are no costs to the **PARISH** for the implementation and utilization of the Services, except as provided in Appendix 2. Nevertheless, **PARISH** shall not cause any unreasonable delay in starting the acceptance of payments once this Agreement and other required paperwork has been executed as any such unreasonable delay could cause unnecessary costs to accumulate.
4. However, in regard to chargebacks, returns, and the fees associated therewith as provided in Appendix 2:
  - a) **PARISH** shall be responsible for all chargeback fees due pursuant to a credit/debit card Merchant Application and Merchant Processing Agreement.
  - b) If applicable and utilized, **PARISH** shall be responsible for all return/chargeback fees due pursuant to the ProfitStars Application for Payment Processing.
  - c) **PARISH** shall be responsible for all chargeback/return amounts of the principal item/account receivable that was owed and paid to **PARISH** by the customer/payor for the specific bill, fine, fee, permit, license, tax etc. that was due to **PARISH**.
5. In case of fraud or chargeback issues, **CONTRACTOR** and affiliates will work with the **PARISH** in pursuing any fraudulent charges (e.g., stolen card) or chargeback issues (e.g., customer challenging a charge). In the case of either activity, the **PARISH** will assist **CONTRACTOR** in pursuing resolution. Once notified by **CONTRACTOR**, **PARISH** shall be responsible for resetting the principal paid item as NOT being paid and pursuing collection for fraudulent or reversed transactions.
6. **CONTRACTOR** shall provide a secure payment portal that maintains compliance with the Payment Card Industry Data Security Standards.
7. The **PARISH** shall allow a **CONTRACTOR**-provided link on **PARISH'S** website, if one exists, that will take the customer to the customized **PARISH** payment page, which will allow customers to enter established identifying information based on the item to be paid so that the customer can pay with a credit or debit card or via ACH.
8. The **PARISH** should provide **CONTRACTOR** with access to items to be paid which can be searched at customer direction via the payment page.
9. **CONTRACTOR** shall provide **PARISH** with access to a web application to monitor payments. The payment platform will also send the customer/payor an electronic receipt if an email address is provided at time of payment.
10. Payments will be deposited into a Merchant Account created specifically for the **PARISH** and transferred by ACH Electronic Transfer to the specified **PARISH** bank account – generally daily based on payments received.
11. **CONTRACTOR** will maintain a support line for technical issues with online payments so the **PARISH** does not have to allocate workers to this.
12. The utilization of the Services is subject to **CONTRACTOR'S** Terms of Use and Privacy Policy, which can be found at <https://home.paystar.co>.

## APPENDIX 2 – MIXTURE OF CUSTOMER AND AGENCY ABSORBED FEES AND COMPENSATION

**Services Chosen by Agency** (A ✓ below designates the services chosen by Agency. N/A means not applicable to this Contract.)

	<u>Basic Services</u>		<u>Advanced Services and Costs</u>
✓	Admin Portal	✓	IVR - \$ <u>0.50</u> per transaction paid by Customer
✓	Quick Pay	N/A	Customer Portal - \$ _____
✓	Credit/Debit Card	N/A	AutoPay - \$ _____
✓	ACH/ eCheck	N/A	eBilling - \$ _____

**Additional Costs** (A ✓ below designates applicable additional services and costs. N/A means not applicable to this Contract.)

	<u>Service</u>	<u>Flat Cost and/or Per Unit Cost</u>	
N/A	Implementation Fee	_____ One Time	_____
N/A	IVR - alt pricing	_____ Per Month	_____ per minute
N/A	Monthly Platform Fee	_____ Per Month	_____
N/A	Additional Merchant Acct	_____ Per Month	_____
✓	Billing Integration	<u>N/A</u> One Time Cost	<u>N/A</u>

## Online/Mobile Utility Payment Fees

**Customer Absorbed Service Fee Pricing** (A ✓ below designates the applicable service fee per transaction. N/A means not applicable to this Contract.)

	<u>Credit/Debit Card</u>				<u>ACH</u>		
	Amount Range	Flat Fee	% Fee		Amount Range	Flat Fee	% Fee
✓	<u>\$ 0.01 - \$ 2,000.00</u>	<u>\$ 2.00</u>	_____	✓	<u>\$ 0.01 - \$ 2,000.00</u>	<u>\$ 1.50</u>	_____

**Agency Absorbed Service Fee Pricing** (A ✓ below designates the applicable service fee per transaction. N/A means not applicable to this Contract. PAYSTAR shall have the right to debit the Agency Absorbed Service Fees and Chargeback/Return amounts on a monthly basis from an Agency specified bank account as agreed between the parties in a separate agreement.)

	<u>Credit/Debit Card</u>				<u>ACH</u>		
	Amount Range	Flat Fee	% Fee		Amount Range	Flat Fee	% Fee
✓	<u>\$ 0.01 - \$ 2,000.00</u>	<u>\$ 1.00</u>	_____	✓	<u>\$ 0.01 - \$ 2,000.00</u>	<u>\$ 0.50</u>	_____
✓	<u>Per Chargeback paid by Agency</u>	<u>\$15.00</u>		✓	<u>Per Return paid by Agency</u>	<u>\$10.00</u>	

## In Office Utility Payment Fees

**Agency Absorbed Service Fee Pricing** (A ✓ below designates the applicable service fee per transaction. N/A means not applicable to this Contract. PAYSTAR shall have the right to debit the Service Fees and Chargeback amounts on a monthly basis from an Agency specified bank account as agreed between the parties in a separate agreement.)

	<u>Credit/Debit Card</u>				<u>ACH</u>		
	Amount Range	Flat Fee	% Fee		Amount Range	Flat Fee	% Fee
✓	<u>\$ 0.01 - \$ 2,000.00</u>	\$ _____	<u>2.50%</u>	N/A	<u>\$ 0.01 - \$ 2,000.00</u>	\$ _____	_____
✓	<u>Per Chargeback paid by Agency</u>	<u>\$15.00</u>		N/A	<u>Per Return paid by Agency</u>	\$ _____	

### APPENDIX 3 – Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where CONTRACTOR may perform the work hereunder, with such carriers as shall be acceptable to Council:

A.) **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by CONTRACTOR in connection with this Agreement.

The limits for "A" above shall be not less than:

- 1.) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2.) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
- 3.) **WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be indicated on certificate.**
- 4.) No excluded classes of personnel or employees shall be allowed on Council's premises.

B.) **Commercial General Liability**, including:

- 1.) Contractual liability assumed by this Agreement
- 2.) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3.) Personal and advertising liability
- 4.) Completed operations
- 5.) Medical payments

The limits for "B" above shall not be less than:

- 1.) \$1,000,000 each occurrence limit
- 2.) \$2,000,000 general aggregate limit other than products-completed operations
- 3.) \$1,000,000 personal and advertising injury limit
- 4.) \$1,000,000 products/completed operations aggregate limit
- 5.) \$50,000 fire damage limit
- 6.) \$5,000 medical expense limit (desirable but not mandatory)
- 7.) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8.) **St. John the Baptist PARISH Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be indicated on certificate.**
- 9.) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

C.) **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1.) \$1,000,000 CSL
- 2.) **St. John the Baptist PARISH Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist PARISH Council should be included on certificate.**