

RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS TO APPROVE AN INCREASE IN THE COUNTY'S CORPORATE CARD CREDIT LIMIT

WHEREAS, Newton County maintains a Visa Corporate Card account through the Bank of North Georgia/Synovus Bank with a current credit limit of \$250,000;

WHEREAS, the County's Commercial Credit Card Agreement with Bank of North Georgia/Synovus Bank prohibits spending in excess of the credit limit and imposes additional fees for exceeding the credit limit; and

WHEREAS, to automate the accounts payable process and cut down on the number of checks written each week, the County is adding the APSolutions program to its commercial credit account, which will shift a large portion of the County's payments (sometimes \$1 million or more per week) to automated payment through the County's credit card account; and


WHEREAS, the County Finance Department anticipates that a higher credit limit will be required to accommodate the increased volume of County payments through its credit card account, and recommends an increase of the credit limit to \$1,500,000;

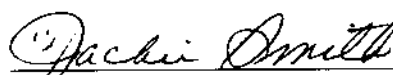
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Newton County, Georgia, that:

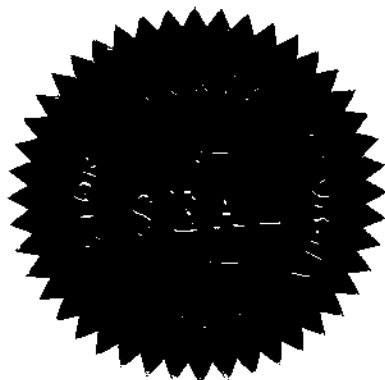
1. The Newton County Finance Director or her designee is hereby authorized to prepare an application for an increase in the County's purchasing card credit limit, up to an amount not exceeding \$1,500,000.
2. The Chairman of the Board of Commissioners is hereby authorized to sign on the County's behalf any application documents needed for this credit increase.
3. Any written contract required to formalize the credit increase shall be submitted to the Board of Commissioners for approval.
4. This Resolution shall become effective immediately upon adoption by the Board.

SO RESOLVED, this 3rd day of October, 2017.

Newton County Board of Commissioners

By: 
Marcello Banes, Chairman

Attest: 
Jackie Smith, County Clerk



ADDENDUM

To

COMMERCIAL CREDIT CARD AGREEMENT

Program Type: Visa® Purchasing Card
 Visa® Corporate Card
 MasterCard Fleet Card®
 APSolutions® (Accounts Payable)

This is an Addendum, dated as of July 25th, 2017 to the Commercial Credit Card Agreement between Synovus Bank and Newton County Board of Commissioners ("Customer").

WHEREAS, Customer has executed an Application (as hereinafter defined) for the purpose of requesting that a Commercial Credit Card Account(s), of the type specified above, be opened for Customer by Synovus Bank and agreeing to be bound by the terms and conditions of a Commercial Credit Card Agreement (as hereinafter defined) with Synovus Bank, and

WHEREAS, Customer and Synovus Bank desire to supplement the provisions of the Commercial Credit Card Agreement and Application with the following provisions of this Addendum; and

WHEREAS, N/A ("Guarantor") having executed as Guarantor the Guaranty of Payment included in the Application, by its execution of this Addendum desires to evidence its assent to the matters referred to above and below in this Addendum, and its agreement that such Guaranty of Payment shall extend to all indebtedness of Customer at any time or times incurred or arising within the contemplation of the Agreement (as hereinafter defined); and

WHEREAS, the parties by their execution of this Addendum desire to evidence (i) Synovus Bank's acceptance of the Application (as hereinafter defined) of Customer and the Guaranty (as hereinafter defined) of Guarantor, and (ii) the entry into the Agreement (as hereinafter defined) between Synovus Bank and Customer, all effective as of the date of this Addendum.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. In this Addendum, the terms

(a) "Commercial Credit Card Agreement" (also sometimes referred to herein as the "Card Agreement") refers to the document by that name which is attached hereto and incorporated herein by this reference.

(b) "Visa Business, Purchasing, and MasterCard Fleet Credit Card Application"¹ (also sometimes referred to herein as the "Application") refers to the document by that name which is attached hereto and incorporated herein by this reference.

(c) "Bank", "we", "us" or "our" refer to Synovus Bank.

(d) "Customer", "you" or "your" refer to the Customer identified in the preamble above in this Addendum.

(e) "Guarantor" refers to the Guarantor identified in the recitals above in this Addendum.

(f) "Guaranty" refers to the Guaranty of Payment executed by Guarantor, as modified by this Addendum.

(g) "Division", "Agreement", "Cards" and "Program" shall have the meanings, respectively, set forth in Section 2 below.

(h) All capitalized terms used in this Addendum and not otherwise defined in this Addendum, shall have the meanings given those terms in the Commercial Credit Card Agreement.

2. Agreement; Interpretation and Order of Precedence. This Addendum (including its Exhibits), together with the Application and the Commercial Credit Card Agreement and Summary of Terms referred to therein, as from time to time amended, constitute the agreement (the "Agreement") of the parties with respect to the card program (the "Program") to be provided by Bank through Bank of North Georgia, a division of Synovus Bank ("Division"), and pursuant to which Bank will issue commercial credit cards of the type specified above in this Addendum ("Cards") to employees or units of Customer to be designated from time to time by Customer, and will establish Account(s) to accrue transactions, finance charges and other fees, charges, payments and credits with respect to the use of such Cards, and Customer will repay Bank the outstanding balances of such Account(s), all on and subject to the terms of the Agreement.

The parties intend that the various documents comprising the Agreement be interpreted so as to give effect to all of their provisions to the extent possible, and further agree that in the event of any conflict between or among any provisions of the various documents comprising the Agreement the conflict shall be resolved by giving precedence to the provisions in the following order: (i) first, to provisions contained in any amendments to the Commercial Credit Card Agreement which become effective after the date hereof in accordance with its terms, in reverse chronological order to the order in which any such amendments became effective; (ii) next, to provisions of this Addendum (including its Exhibits); (iii) next, to provisions of the Commercial Credit Card Agreement and Summary of Terms referred to therein; and (iv) next, to provisions of the Application.

In construing the Commercial Credit Card Agreement, wording therein such as "this Agreement" shall be deemed to refer to the Agreement as hereinabove defined. In construing the Application, the reference therein to the "Commercial Cardholder Agreement" shall be deemed to refer to the Agreement as hereinabove defined. In construing the "Guaranty of Payment" which is included in the Application, the references to "Commercial Credit Card Account Agreement" and to "the Agreement" and to "said Agreement" shall all be deemed to refer to the Agreement as hereinabove defined.

3. Card Issuance. Each Card will be issued in the name of the Customer and of an individual employee, unit of a Customer, or vendor of Customer, as specified by Customer.

Customer represents, warrants and agrees that Cards will be used by such employees and units solely to effect payment for the purchase of goods or services on behalf of the Customer, and that such purchases shall be solely for the Customer's commercial purposes and not for any personal, family or household purposes. Balance Transfers are not permitted under the Agreement.

Issuance of a Card to an individual or unit or vendor of Customer will be done pursuant to written request (which may be in electronic form) from the Customer's designated card coordinator (the Nicole Cross ("Customer Coordinator")).
Finance Director (Title)

In the case of the APSolutions Program, vendors of Customer in whose names a Card will appear will be those vendors from the vendor file provided by Customer who elect to participate.

4. Card Acceptance. In general, the Cards should be accepted by any vendor which accepts Cards of the Program Type specified at the beginning of this Addendum. If a vendor does not accept such Cards, then if Customer requests Bank or Affiliate Bank shall attempt to establish a merchant relationship with such vendor for that purpose. It is understood that the merchant discount fees and other terms and conditions of any such merchant relationship must be negotiated independently by such merchant with Bank's merchant services division based on Bank's criteria and requirements pertaining to Bank's merchant banking activities.

5. Liability. (a) As between Bank (including Affiliate Bank) and Customer, Customer's liability for unauthorized use of the Cards (whether by Customer or its authorized users or others), shall be as specified in the Commercial Credit Card Agreement.

(b) Guarantor. To the extent such an agreement is permissible under applicable law, the Guarantor agrees that the provision at "(3)(b)" in the paragraph of the Commercial Credit Card Agreement entitled "Liability for Unauthorized Use of Your Card" shall not apply to relieve the Guarantor of liability under its Guaranty for any unauthorized use for which Customer is liable, it being understood and agreed that Guarantor remains liable under the Guaranty for all obligations of Customer under the Agreement to the maximum extent permissible under applicable law.

6. Card Replacement. Bank will use commercially reasonable efforts to replace lost or stolen Cards within 48 hours from the time Bank is notified, and within 24 hours if Bank is notified before 3:00 pm EST Monday through Friday.

7. Billing and Payment. (a) Customer has selected the following option:

CORPORATE BILL* - Customer will receive one monthly, weekly or bi-weekly (as applicable) statement and make one monthly, weekly or bi-weekly (as applicable) payment.

OR

INDIVIDUAL BILL** - Each cardholder will receive a monthly, weekly or bi-weekly (as applicable) statement and is responsible for monthly, weekly or bi-weekly (as applicable) payment due on the card.

- * If Corporate Bill is selected, the individual cardholder's credit availability will refresh at end of billing cycle.
 - ** If Individual Bill is selected, the individual cardholder's credit availability will refresh upon receipt of payment.
- Any billing changes after initial set up may incur a fee.

Customer authorizes and directs Bank to post all such Statements on the website operated in connection with the Program (the "Site"). Customer agrees that no notice by Bank of the availability of such statements will be provided by Bank, and that it shall be the sole responsibility of Customer to access such statements as posted.

(b) The Billing Cycle will be:

- Monthly
- Weekly
- Bi-weekly

Customer acknowledges that notwithstanding anything to the contrary in the Commercial Card Agreement or on billing statements (for example, wording referring to "monthly periodic rate" or to "monthly" statements and the like), (A) if the weekly or bi-weekly Billing Cycle option is selected above, then the billing statements will be issued or made available on a weekly or bi-weekly basis, as the case may be, and (B) the periodic rate Finance Charges for each average daily balance type for each billing cycle will be computed by multiplying a daily periodic rate times the number of days in the billing cycle, then multiplying the product times the applicable Average Daily Balance for the billing cycle, and (C) each daily periodic rate will be determined by taking the applicable Annual Percentage Rate determined in accordance with Section 12.a below and otherwise in accordance with the Commercial Card Agreement, dividing by 365, then rounding up to the nearest 1/100th of one percent.:-

(c) Customer agrees to pay the entire New Balance as reflected on each billing statement by the payment due date shown on the statement, which will be at least 1 day(s) after the closing date shown on the statement. (Accordingly, for purposes of construing the Commercial Credit Card Agreement and the billing statements issued by Bank to Customer, all references to a "Minimum Payment" due shall be deemed to refer to the entire New Balance.

8. **Electronic Billing.** If Customer enrolls in electronic billing, Customer elects to receive all invoices electronically and not via standard U.S. Mail. Each invoice shall be deemed delivered as of the date that the invoice is made available through the Site and Bank will send notice to Customer at Customer's E-mail address listed on Bank's records. All the terms and conditions concerning payment and any disputes in billing as set forth in the Agreement remain in full force and effect.

9. **Electronic Payment Method** If checked, Customer hereby enrolls in Bank's electronic payment service, and hereby authorizes Bank to make payments due under the

Agreement by Automated Clearing House (the "ACH") payment, and agrees that the following terms and conditions will apply to any such payment:

a. All payments will be made in accordance with and subject to the Operating Rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), the Agreement, including these terms, and any procedures posted on the Site, and Customer agrees to be bound by and comply with all of the foregoing. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

b. Customer's designated demand deposit account is:

Account Number: 1005561657

Transit Routing Number: 061100606

Financial Institution: Synovus

c. Customer hereby expressly authorizes for Bank to initiate ACH Debit Entries pursuant to which funds will be automatically drafted by Bank, from Customer's designated demand deposit account identified above (or any demand deposit account of Customer which replaces the demand deposit account identified above), in the amount necessary to pay in full the entire New Balance shown on each billing statement, on the payment due date shown on the statement; Customer hereby irrevocably authorizes Bank and Bank's agents to effect such payments via ACH debit entry.

d. Customer will ensure that the account to be debited contains sufficient immediately available funds to cover each debit Entry initiated to it not later than the Settlement Date applicable thereto. If Customer desires to change Customer's designated demand deposit account for purposes of this authorization, Customer will provide Bank at least 7 days prior written notice identifying the Customer's depository institution, account number and transit routing number, for the new designated demand deposit account, and Customer, from and after the date of such notice to Bank, will ensure that the new account so designated contains sufficient immediately available funds to cover each debit Entry initiated to it not later than the Settlement Date applicable thereto.

e. In the event any Entries are rejected by the ACH for any reason whatsoever, Customer shall promptly pay all amounts due under the Commercial Credit Card Agreement; *provided, however*, that Bank shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Bank and sufficient data is available to Bank to permit it to remake such Entries.

f. Customer will indemnify Bank if Bank incurs any loss or liability in connection with any ACH payment, except due solely to Bank's own gross negligence or willful misconduct.

g. In the event Customer incurs any loss due to the mishandling of a particular Entry or Entries by Bank, Bank's sole maximum liability shall be limited to the minimum amount required under Uniform Commercial Code Article 4.

10. Card Restrictions. Bank's system allows Customer to elect to impose various kinds of restrictions in connection with the Program, such as individual credit limits for each Account; transaction, daily or weekly limits, velocity limits, include/exclude MCC codes (SIC

driven); restrict or allow Cash Advances; or limiting percentage of credit line available. The Customer Coordinator shall request in writing any such restrictions Customer desires to have implemented with respect to Customer's Account(s), and Bank shall notify the Customer Coordinator as to the availability and, if available, the timing for the effectiveness of, any such restrictions so requested.

11. **Data Reporting; Online Account Management Service.** During the term of this Agreement, Bank will make available services of the kinds listed in **Exhibit A** attached hereto, to the extent offered generally to Bank's commercial card customers, on and subject to the terms and conditions from time to time established by Bank with respect to such service offerings. **Exhibit A** hereto lists the fees/charges in effect as of the date of this Addendum, for the services there listed

12. **Prime Rate in Certain Cases; Grace Period on Purchases; Annual Fees; Rebate; Certain Other Charges.** As of the date of this Addendum, the following apply to Customer's Account(s) under the Program:

a. **Prime Rate in Certain Cases.** If a weekly or bi-weekly Billing Cycle is selected at Section 7(b) above and the Billing Cycle begins and ends in the same calendar month, then (notwithstanding anything to the contrary in the Commercial Credit Card Agreement) the date of publication in *The Wall Street Journal* for determining the Prime Rate will be either

- (i) the first day of the calendar month prior to the month in which the Billing Cycle begins and ends (or if not published on that day, on the date of its next publication following that date), or
- (ii) the last day of the calendar month prior to the month in which the Billing Cycle begins and ends (or if not published on that day, on the date of its next publication following that date), whichever produces the higher Prime Rate.

b. **Grace Period on Purchases.** If the total New Balance shown on the corporate billing statement (or the total of all the New Balances shown on all the individual billing statements) issued to Customer for a billing cycle is paid in full by the Payment Due Date shown on the statement(s), no additional Finance Charge will be imposed on the Average Daily Balance of Purchases for the billing cycle during which such Payment Due Date occurs. (There is no Grace Period on Cash Advances, if Cash Advances are permitted on Customer's Account(s) under the Program.) (The statements in the Commercial Card Agreement referring to a grace period of at least 20 days, or to having a Payment Due Date at least 20 days after the Closing Date of a Billing Cycle, shall not apply.)

c. **Rebate.** Bank will pay Customer a rebate on a quarterly basis based on total quarterly dollar volume of purchase transactions (less chargebacks, returns, reversals and credits) charged to Customer's Account during the calendar quarter. The rebate will be calculated as set forth in Exhibit B attached hereto. Bank will compute and pay the rebate for any quarter during the calendar month following the close of that quarter. Bank will pay by issuing to Customer a check in the amount of the rebate. Notwithstanding the foregoing, any rebate accrued during any calendar quarter, shall be irrevocably forfeited in the event that Customer's Account (or any individual account comprising part of Customer's Account) shall be more than one cycle delinquent at any time during such calendar quarter.

Bank shall have the right to terminate or modify the foregoing rebate at any time effective upon notice to Customer; however, in the event Bank shall terminate the rebate or reduce the rebate prior to the expiration of the thirty-six month period referred to in Section 13 below in this Addendum, Customer shall have the right to terminate its credit privileges prior to the end of that thirty-six month period referred to in Section 13 without liability for the early termination fee referred to therein.

d. Annual Fee. The "Annual Fee" referred to in the Commercial Card Agreement under "Other Charges" shall not apply.

e. Late Payment Fee: If checked, Bank waives the Late Payment Fee. If not checked, the Late Payment Fee shall be determined as provided in the Commercial Card Agreement.

f. Overlimit Fee: Notwithstanding anything to the contrary in the Commercial Card Agreement, the amount of the Overlimit Fee currently is \$0.00.

13. Early Termination Fee. Credit privileges under the Agreement may be terminated at any time in accordance with the provisions of the Commercial Card Agreement; however, Customer agrees that in the event Customer (for any reason other than a default under the Agreement by Bank or a termination or reduction by Bank of the rebate provided for in Section 12.c above in this Addendum) terminates its credit privileges under the Agreement, or uses another card program for all or a significant portion of Customer's transactions of the kind permitted under the Agreement, prior to the date that is thirty-six (36) months from the date of this Addendum, then Customer, in addition to all other obligations and liabilities under the Agreement, shall pay Bank an early termination fee of \$0.00

14. Bank Secrecy Act/Patriot Act Notice. Customer acknowledges that (i) Federal law requires financial institutions to obtain sufficient information to verify Customer's identity, (ii) Customer may be asked several questions and to provide one or more forms of identification to fulfill this requirement; (iii) in some instances Bank may use outside sources to confirm the information.

15. Guaranty. Guarantor, by signing below, assents to the matters referred to herein, and to the modifications in its Guaranty of Payment effected hereby, and agrees that its Guaranty of Payment shall extend to all indebtedness of Customer to Bank at any time or times incurred or arising within the contemplation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first above written.

Customer: Newton County Board of Commissioners

By: Marcello Banes

Title: Chairman

Date: 10-3-2017

Signature: Marcello Banes

Bank: Synovus

By: William McCune

Title: Commercial Card Product Manager

Date: _____

Signature: _____

Exhibit A

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Exhibit B**Rebate Schedule**

AP Solutions			
7 Day Cycle w/ 1 Day Grace Quarterly Net Purchase Volume		Standard	Large Ticket
\$50,000.00	\$249,999.99	105 bps	55 bps
\$250,000.00	\$749,999.99	110	55
\$750,000.00	\$1,249,999.99	115	55
\$1,250,000.00	\$2,499,999.99	120	55
\$2,500,000.00	\$3,749,999.99	125	60
\$3,750,000.00	\$4,999,999.99	130	60
\$5,000,000.00	\$9,999,999.99	135	60

Synovus Bank may adjust the rebate listed above at the end of each 12 month period, which begins on the Effective Date, without notice. A Prime Rate of 5.00% will be used as the floor in support of this rebate program. Should the Prime Rate on the last publication day of the month immediately preceding the first day of the applicable billing cycle be of above 5.00%, Synovus Bank will reduce the rebate percentages by the Rebate Adjustment for each incremental rise in the Prime Rate as follows:

Rebate Adjustment		
Billing Cycle	Change in Prime Rate	Rebate Percentage Adjustment
Monthly	0.25%	0.02% (2 basis pts.)
Bi-Weekly	0.50%	0.02% (2 basis pts.)
Weekly	1.00%	0.02% (2 basis pts.)

For example, if Prime Rate is 6.00% at the end of a 12-month period for a Customer with a weekly billing cycle, Synovus Bank will reduce the rebate percentage by 2 basis pts (0.02%). Synovus Bank will not increase rebates percentages should the Prime Rate be lower than the established 5.00% floor.