

**ATTACHMENT 6  
LOCAL GOVERNMENT PARTICIPATION AGREEMENT  
BETWEEN**

**NIC SERVICES, LLC  
and**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

This Participation Agreement, effective as of the date last signed below, is entered into between NIC Services, LLC (Contractor) and Lee County Board of County Commissioners (Participant), a Local Government Participant, in accordance with the contract (No. TR227) entered into between the Contractor and the Department of Financial Services (Department), together with the attachments thereto (e-Payment Collection and Processing Services Contract).

**I. PARTICIPATION TERMS AND CONDITIONS**

- A. Capitalized terms used in this Participation Agreement, other than those specifically defined herein, have the meanings prescribed in the e-Payment Collection and Processing Services Contract's Attachment 2, Statement of Work.
- B. By signing this Participation Agreement, the Participant and the Contractor agree to be bound by the terms of this Participation Agreement and the e-Payment Collection and Processing Services Contract in the performance of their obligations, except as outlined in Section VII., Miscellaneous Provisions, below. By signing below, the Participant represents that a copy of the e-Payment Collection and Processing Services Contract has been provided or made available to it.
- C. By signing this Participation Agreement, the Participant and Contractor also agree to contemporaneously enter into the Local Government Participant Sub-Merchant Processing Agreement in substantially the same form included in Addendum C, Relevant Portions of the BAFO, with the Contractor's processor and the Sponsoring Bank.

**II. PARTICIPANT'S INFORMATION**

Any material provided by the Participant that is marked "Confidential" may only be used by the Contractor, Payment Card Organizations, or other necessary third parties to perform services under this Participation Agreement. At any reasonable time, the Contractor or any Payment Card Organization may audit the Participant's records relating to this Participation Agreement.

**III. FEES TO BE PAID TO CONTRACTOR**

Pricing for the services provided hereunder is set forth in the e-Payment Collection and Processing Services Contract's Attachment 3, Price Response. In accordance with the terms set forth in the e-Payment Collection and Processing Services Contract, invoicing will occur monthly.

#### **IV. EFFECTIVE DATE AND TERMINATION**

- A. Unless terminated earlier by either party, this Participation Agreement will remain in full force and effect until the earlier of (i) termination, cancellation, or expiration of the e-Payment Collection and Processing Services Contract or (ii) any date provided here:  
\_\_\_\_\_.
- B. The Participant may terminate this Participation Agreement at any time by giving the Contractor ninety (90) Calendar Days' written notice. The Participant may also terminate this Participation Agreement after a default by the Contractor, as provided in the e-Payment Collection and Processing Services Contract.

#### **V. NOTICES AND REQUESTS**

- A. See Section 40, Notices, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions, for details pertinent to the provision of "written notices" or notices "given in writing."
- B. Routine notices required by Addendum C, Selected Portions of the Contractor's BAFO, may be delivered by e-mail to the e-mail address specified in the addendum or, if not so specified therein, specified by the Contract Manager of the party receiving the notice.
- C. If the Participant has grounds for any claim, counterclaim, or dispute related to this Participation Agreement, it shall notify the Department so that the Department can proceed with the process outlined in Section 8, Dispute Resolution, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions. The Participant shall provide the Department with all information and assistance necessary to complete said process.

#### **VI. MISCELLANEOUS PROVISIONS**

- A. This Participation Agreement, incorporating the terms of the e-Payment Collection and Processing Services Contract, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each party.
- C. This Participation Agreement is binding on the parties and their successors and assigns.
- D. All implementation and testing will be completed prior to the Participant's Go-Live Date, which will be specified on the Participant's Implementation Plan.
- E. In the event that the Contractor is liable for damages under the e-Payment Collection and Processing Services Contract that exceed the Contractor's cap on liability set forth in that contract, such damages will be paid out to the affected Participants proportionally based on the damages to each Participant as directed by the Department.

- F. The Participant's liability under this Participation Agreement is set forth in Section 15, Limitation of Liability, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions. The Participant's liability to Contractor's Service Providers under this Participation Agreement is set forth in Section 9, Warranties; Exclusion of Consequential Damages; Limitation on Liability, of the Local Government Participant Sub-Merchant Processing Agreement.
- G. Because the Participant is a Local Government Participant, the following terms and conditions of the e-Payment Collection and Processing Services Contract conflict with State law and do not apply to this Participation Agreement:

[The Participant should list each section of the Contract that conflicts with its governing law here and following that citation, provide a citation to the statute that governs or provide alternative language that resolves the conflict. For example, the Local Government Participant likely pays invoices in accordance with Part VII of chapter 218, F.S., instead of section 215.422 F.S.]

## VII. PARTICIPANT'S CONTRACT MANAGER

Changes to the name or contact information of the Contract Manager listed below will be made in accordance with Section 2.c., Contract Managers, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions.

### Participant's Contract Manager:

Brett Inganamort  
2215 Second Street  
Fort Myers, FL 33901  
239-533-8852  
239-485-8383  
Binganamort@leegov.com

## VIII. PUBLIC RECORDS

The following information is provided in accordance with section 119.0701, F.S.:

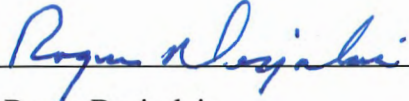
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PARTICIPATION AGREEMENT, CONTACT PUBLIC RECORDS AT:**

**Telephone: 239-533-8854**  
**Email: DKhan@leegov.com**  
**Mailing Address: 2115 Second Street, Fort Myers, FL 33901**

**Participant's  
Name:**

Lee County Board of County Commissioners

**By:**



**Printed Name:**

Roger Desjarlais

**Title:**

County Manager

**Date:**

8-13-21

**Contractor's  
Name:**

NIC Services, LLC

**By:**



**Printed Name:**

Sloane Wright

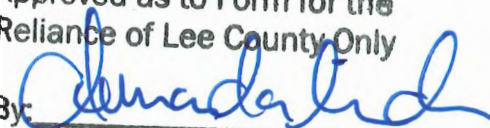
**Title:**

President

**Date:**

7/2/2021

Approved as to Form for the  
Reliance of Lee County Only

By:   
Office of the County Attorney