

RESOLUTION APPROVING CARDHOLDER AGREEMENTS WITH ERIE BANK FOR CREDIT CARD USAGE BY VARIOUS DEPARTMENTS

WHEREAS, In accordance with the Ohio Revised Code Section 301.27, on August 2, 2016 by Resolution No. 2016-204 the Ashtabula County Board of Commissioners credit card usage policy was established and said policy was amended on August 30, 2017 by Resolution No. 2017-246; and

WHEREAS, as a result, the following cardholder agreements have been presented for the approval of the Board, to-wit:

Provider: Erie Bank, 3606 State Road, Ashtabula, OH 44004

Scope: Cardholder agreements for County credit cards

Parties: Ashtabula County Health Dept
Ashtabula County Board of Commissioners
Ashtabula County Building Dept
Ashtabula County Dept of Community Services and Planning
Ashtabula County Dept of Environmental Services
Ashtabula County Auditor's Dept
Ashtabula County Dept of Job and Family Services
Ashtabula County Board of Developmental Disabilities
Ashtabula County Sheriff's Dept
Ashtabula County Emergency Management Agency
Ashtabula County 911
Ashtabula County Clerk of Courts
Ashtabula County Veterans Services
Ashtabula County Engineers
Ashtabula County Children Services

Cost: The total aggregate limit for all departments is \$65,000

Term: begins upon signing; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreements outlined above are hereby approved in accordance with the copies on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-224

June 08, 2021

**RESOLUTION APPROVING CARDHOLDER AGREEMENTS WITH ERIE BANK FOR
CREDIT CARD USAGE BY VARIOUS DEPARTMENTS**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski

Aye
Absent
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



CORPORATE CARD AGREEMENT

CNB BANK AND AFFILIATES (“Issuer”) and Ashtabula County (“Company”) are entering into this Corporate Card Agreement (this “Agreement”), as of this 8th of June, 2021.

Issuer and Client, intending to be legally bound, hereby agree as follows:

1. **RESPONSIBILITY.** Upon approval of your Corporate Card Account (“Account”) application and execution of this Agreement, Bank will issue a Corporate VISA Card (“Corp Card”) to eligible Company employees approved by you. Bank will mail a Corp Card directly to the Corp Cardholder. While a Corp Card may be used only for Company-business purposes; you may request us to restrict purchases of certain goods and services and limit the dollar amount of permitted purchases. You nevertheless agree that Company will be obligated to pay all charges incurred by your employee(s)’s use of a Company Corp Card, whether or not such charge was authorized by you and whether or not the amount(s) of the charge(s) exceeded your internal guidelines. Company also agrees and will so advise your employees that the Corp Card may not be used for personal charges nor for any illegal transaction. Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through the Account. You aren’t permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement will still apply, and you must pay us for those Transactions. You also may have to pay the Card Network and/or Issuer for any damages and expenses resulting from that use. In addition, Issuer may close your account.

2. **Establishment of Account.** Issuer hereby establishes a Corporate charge card account (the “Account”) for Client. The maximum amount which may be outstanding on the Account at any one time (the “Credit Limit”) will be determined by the Issuer and may be changed from time to time upon the mutual agreement of Issuer and Client.

3. **Issuance and Use of Cards.** Issuer agrees to issue Corporate charge cards (“Cards”) to Client’s employees and agents who have been authorized by Client to use the Cards on Client’s behalf (“Authorized Employees”). The Cards are to be used only by Authorized Employees and only for legitimate business purposes incurred in the ordinary course of their employment or agency with Client. Client agrees to limit the use of the Cards by Authorized Employees to purchases and, if authorized by Client, cash advances for such purposes and to take all necessary steps to ensure that the Cards are used for no other purpose. Purchases mean the use of a Card to purchase goods or services from a participating merchant. Cash advances may be obtained from Issuer or from another participating financial institution, by using an automated teller machine, and through any other means offered by Issuer. Cash advances also include the use of the Account to purchase cash equivalent items such as traveler’s checks, money orders, wire transfers, and payments to government entities. The Account may not be used for lottery, betting or gambling purposes or for any illegal transactions. The Cards are and shall remain the property of Issuer. However, Client shall be solely and completely responsible for the possession, use, and control of Cards issued to Client’s Authorized Employees, including, without limitation, the responsibility to retrieve any Card from any person who ceases to be an Authorized Employee for any reason. Client shall surrender any Cards to Issuer immediately upon request.

Cash Advances
Please INITIAL

Request Cash Advance Capability _____

Decline Cash Advance Capability X
RW

4. **Card Limitations.** For each Authorized Employee, Client will establish a maximum amount that may be charged at any time (the "Employee Limit"). If cash advances have been authorized by Client, Issuer will also establish a separate "Cash Advance Limit" which is part of the total Employee Limit for each Authorized Employee. Client agrees that use of Cards by any Authorized Employee will not cause the Authorized Employee to exceed his or her Employee Limit or Cash Advance Limit. Issuer may at its sole option refuse a request for a purchase or a cash advance if the transaction would cause the Authorized Employee to exceed his or her Employee Limit or Cash Advance Limit or if the Account is in default or has been revoked.
5. **Designation of Authorized Employees.** Client agrees to provide Issuer with information concerning its Authorized Employees in a form satisfactory to Issuer. Issuer may rely upon any list of Authorized Employees provided by Client and any additions to, deletions from, or changes in such information in a form satisfactory to Issuer. Any and all Cards in the possession of an Authorized Employee being deleted from the list must be destroyed by Client in conjunction with the notification of such deletion. If Client fails to destroy all such Cards, Issuer may charge Client for any costs incurred, if any, of placing those Cards on a restricted list.
6. **Statements; Payment.** The billing cycle for Client's purchases hereunder (the "Billing Cycle") will be based on a calendar month. Issuer will have access to all card activity, and statements will be accessible by Authorized Employees, for each Billing Cycle. Notwithstanding any agreement between Client and any Authorized Employee regarding reimbursement to said Authorized Employee, Client will be liable to Issuer for all payments on the Account as they become due and agrees to pay to Issuer, on or before the Payment Due Date shown on its statement, the total balance charged during the Billing Cycle without any privilege to pay only a portion of such balance.
7. **Finance Charges.** Finance charges are calculated and payable as hereinafter provided. For purposes of this paragraph, an "Obligor" means Client.
 - a. If, at any time, an Obligor fails to pay the portion of the "Payment Due" amount attributable to purchases by its due date, finance charges will accrue on Obligor's purchases (including existing balances and all future purchases) from that due date until all of Obligor's purchases have been paid in full. There is a 10 calendar day "Grace Period" after the statement due date before a finance charge is assessed. Payment must be received before the grace period ends to avoid finance charge. The application of finance charges on purchases shall not cure the default that caused the rate to be charged, nor shall it affect any of Issuer's rights under the "Default" section of this Agreement. Finance charges accrue on each cash advance from the date of the advance.
 - b. The periodic rate of finance charge and corresponding annual percentage rate for purchases and cash advances are subject to change, based on the Prime Rate plus 10.00%. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the amount of the finance charge. Each monthly statement will disclose the applicable annual percentage rate for the billing cycle.
 - c. The finance charge on purchases is calculated by applying the periodic rate for purchases to the "average daily balance of purchases." To get the average daily balance of purchases, Issuer each day starts with the beginning balance of purchases for the Account and if legally permissible any unpaid finance charges that apply to purchases; adds any new purchases and fees that apply to purchases; and subtracts any payments or credits that apply to purchases. This gives the daily balance of purchases. Then, Issuer adds up all the daily balances of purchases for the Billing Cycle and divides by the total number of days in the Billing Cycle. This gives the "average daily balance of purchases." Issuer calculates finance charges on purchases by multiplying the "average daily balance of purchases" by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of finance charge for each Billing Cycle shall be computed by dividing by 365.

- d. If applicable, the finance charge on cash advances is calculated by applying the periodic rate for cash advances to the “average daily balance of cash advances.” To get the average daily balance of cash advances, Issuer each day starts with the beginning balance of cash advances for the Account, and if legally permissible any unpaid finance charges and fees that apply to cash advances; adds any new cash advances and fees that apply to cash advances; and subtracts any payments or credits that apply to cash advances. This gives the daily balance of cash advances. Then, Issuer adds up all the daily balances of cash advances for the Billing Cycle and divides by the total number of days in the Billing Cycle. This gives the “average daily balance of cash advances.” Issuer calculates finance charges on cash advances by multiplying the “average daily balance of cash advances” by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of finance charge for each Billing Cycle shall be computed by dividing by 365.
8. **Fees; Expenses.** Client agrees to pay the fees, if any, set forth on **Exhibit A** hereto. If, after Cards have already been produced, Client determines not to issue any Cards or activate Cards that have been issued, Client will be responsible for the cost of producing the Cards and will be responsible for any other costs incurred by Issuer from the date of this Agreement through the date Client notifies Issuer of its intent. Client agrees to pay any such expenses by wire transfer of immediately available funds to an account specified by Issuer or by such other method agreed upon by the parties. Issuer shall have the right to amend Exhibit A upon at least thirty (30) days prior notice to Client. In the event Client does not desire to continue this Agreement, Client may terminate this Agreement without penalty by providing at least thirty (30) days prior notice to Issuer.
9. **Liabilities; Indemnification.** Client agrees that it shall be bound by the acts of its Authorized Employees, and shall pay to Issuer when due all amounts which become due as a result of credit extended pursuant to the use of the Account, and Cards used by its Authorized Employees. Client shall be liable for any and all transactions charged on the Account as the result of the Authorized Use of any Card. To the extent permitted by law, Client shall be liable for any and all purchases charged on the Account as the result of the Unauthorized Use of any Card when such Unauthorized Use occurs prior to Issuer’s receipt of notice that an Unauthorized Use has occurred or may occur as the result of loss, theft, or any other reason. For purposes of this Agreement, “Unauthorized Use” means the use of a Card to an Authorized Employee (1) by a person, other than a person with actual, apparent, or implied authority (including, without limitation, Authorized Employees) for such use, and (2) from which Client receives no benefit; and “Authorized Use” means the use of a Card which is not an Unauthorized Use.
10. **Notification.** Client agrees to notify Issuer immediately of any lost or stolen Cards. Client also agrees that Client will attempt to resolve merchant disputes, including, without limitation, returns and credits, directly with the applicable merchant. If any such dispute is not resolved and Client desires to have the disputed transaction charged back to the merchant, Client must notify Issuer within the applicable time period under the Visa Operating Regulations.
11. **Access to Account Information.** Issuer will provide Client with the address of the website where Account information can be obtained, as well as, a user ID and initial password to provide access to Client’s Account information. Client may be required to agree to the terms of a license agreement relating to the use of the website before any information is accessible. Issuer strongly recommends that Client replace the initial password at the earliest opportunity in order to ensure the security of its Account information.
12. **Corporate Card Events of Default.** Each of the following shall constitute a “Corporate Card Event of Default” hereunder:

Payments. If any amount payable hereunder shall not be paid in full promptly when the same becomes payable; or if any of Client’s other payment obligations to Issuer, except any payable on demand, shall not be paid in full promptly when the same becomes payable, or if such of Client’s other payment

obligations to Issuer as may be payable on demand shall not be paid in full upon any actual demand for payment.

Warranties. If any representation, warranty, or statement made in this Agreement, any application for credit, or any financial statement provided to Issuer shall be false or erroneous in any respect.

Credit Limit. If the total amount outstanding on the Account exceeds the Credit Limit.

Financial Information. If Client fails to provide current financial information to Issuer promptly after Issuer's request therefor.

Cross-Default. If any of Client's indebtedness for borrowed money (regardless of maturity) shall be or become in default. For purposes of this subparagraph, "in default" means that (a) there shall have occurred (or shall exist) in respect of the indebtedness in question (either as in effect at the date of this Agreement or as in effect at the time in question) any event, condition or other thing which constitutes, or which with the giving of notice or the lapse of any applicable grace period or both would constitute, a default which accelerates (or permits any creditor or creditors or representative of creditors to accelerate) the maturity of any such indebtedness, or (b) any such indebtedness (other than any payable on demand) shall not have been paid in full at its stated maturity or (c) any such indebtedness payable on demand shall not have been paid in full upon any actual demand for payment.

Solvency. If (a) Client shall discontinue operations, or (b) Client shall commence any Insolvency Action of any kind or admit (by answer, default or otherwise) the material allegations of, or consent to any relief requested in, any Insolvency Action of any kind commenced against Client by its creditors or any thereof, or (c) any creditor or creditors shall commence against Client any Insolvency Action of any kind which shall remain in effect (neither dismissed nor stayed) for thirty (30) consecutive days. For purposes of this Agreement, "Insolvency Action" means any voluntary petition by or involuntary petition against Client shall be filed pursuant to any chapter of any bankruptcy code or Client shall make an assignment for the benefit of creditors, or there shall be any other marshalling of the assets and liabilities of Client for the benefit of Client's creditors.

13. **Modification.** Issuer shall have the right to modify the terms of this Agreement upon at least thirty (30) days prior notice to Client. Any change in terms will apply to both new purchases, and to the outstanding balance in the Client's Account, unless Issuer specifies otherwise.
14. **Term; Termination.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of three (3) years (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive terms of two (2) year(s) each (a "Renewal Term"), unless Agent provides written notice to Bank or Bank provides written notice to Agent at least ninety (90) days prior to the end of the Initial term or a Renewal Term, as the case may be, of such party's intent to terminate this Agreement. The termination of this Agreement shall not terminate, affect, or impair any rights, obligations, or liabilities of any party hereto which may accrue prior to such termination or which, under the terms of the Agreement, continue after the termination. Upon the occurrence of a Corporate Card Event of Default, the entire amount charged and outstanding hereunder shall, at Issuer's option, become immediately due and payable without demand or notice, and Issuer may terminate this Agreement by written notice to Client, effective immediately. Upon any termination of this Agreement, Client will be obligated to notify its Authorized Employees of such termination, collect and destroy all Cards, and pay immediately and in full the entire amount of purchases charged and all other amounts outstanding on the Account. Termination of this Agreement by Client will not be effective until after the requirements of the preceding sentence have been satisfied. Client shall pay any costs Issuer may incur by having the Account placed

on a restricted list. Issuer may charge and receive reasonable in-house or outside attorney's fees and court costs for collection to the extent permitted under state law.

- 15. **Foreign Purchases.** To the extent that Client uses a Card to purchase goods or services in a foreign country, Client's statement may reflect the conversion into U.S. Dollars of transactions which occurred, initially, in a different currency. The conversion will be based on the exchange rate on the day Issuer settles the transaction, plus any special currency exchange charges. Pursuant to Visa U.S.A. Inc. Operating Regulations, the rate of exchange for international transactions will be calculated using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time Issuer settles and the time the transaction was initiated, the total charge for a foreign transaction may be greater than the purchase or advance at the time it was made.
- 16. **No Waiver of Rights.** Issuer may delay enforcing any of its rights under this Agreement without losing them. **If any payment is marked with the words "Paid in Full" or similar language, the payment must be sent to the address provided by the Issuer in this Agreement.** If payment is made to any other address, Issuer may accept the payment without losing any of its rights.
- 17. **Personal Information.** Client, for itself and its Authorized Employees, agrees that Issuer may provide personal data to Visa U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services, and Client consents to the release of that information.
- 18. **Governing Law.** Issuer makes the decision to grant credit and issue Cards from its offices in Ohio. **This Agreement is governed by the laws of the State of Ohio.** If any provision is invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

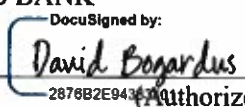
CLIENT

By: 
(Sole Owner or Authorized Signer)

Kathryn Whittington
(Printed Name)

Title: President
6-8-21

CNB BANK

DocuSigned by:
By: 
2876B2E9434A (Authorized Signer)

David Bogardus
(Printed Name)

Title: Vice President Commercial Lending

EXHIBIT A

REVENUE SHARE

Rebate

Incentive is based on spend transaction activity for the calendar year between January 1st and December 31st to determine rebate tier for calculation. Annual payment issued by January 31st of each year via electronic deposit to your account or by check. May be offset by any outstanding payments/delinquencies, etc.

Tiers:

\$1.00 - \$999,999	1.00%
\$1MM - \$9,999,999	1.25%
\$10MM +	1.50%

FEES

Fees

Program Implementation and Training. Waived

Monthly Portal Access / Reporting Fee. Waived

Late Payment Fee.

Issuer may charge a \$35.00 late fee to the Account if Client does not pay the "Payment Due" amount by the statement due date. There is a 15 calendar day "Grace Period" after the next statement drop before this fee may be assessed. Issuer may charge an additional late fee for each Billing Cycle that the Account is past due. The application and payment of this fee will not correct what caused the fee to be charged.

Research Fee.

Issuer may charge a fee for information requested by Client or an Authorized Employee.

International Transaction Fee.

Issuer may charge the standard fee set by VISA for international transactions. The current standard fee is 0.8% of transaction amount for USD currency (no currency conversion needed), or 1.0% of transaction amount when currency conversion is required.

Rush Delivery Fee – Card Orders

Issuer may charge a \$30.00 per card fee to expedite card plastic orders via overnight courier delivery. The fee posts to the card account statement. Completed rush orders must be submitted in Card Portal by 1:30 p.m. EST to qualify for expedited next day delivery.

EXPENSES

Optional

Custom Card Production (OPTION).

Any charges incurred for the production of a custom card will be paid by the Client.

Expense Management Tool Access (OPTION).

\$100.00 per month – per Client. Unlimited Users.


Fleet Management Tool Access (OPTION).

One time set-up fee of \$100.00 per Client.

Signature Page

Agreement Title: Erie Bank Corporate Card Agreement

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 5/28, 2021