PNC COMMERCIAL CARD PROGRAM AUTHORIZATION AND AGREEMENT

Authorization and Agreement

This PNC Commercial Card Program Authorization and Agreement (including any Exhibits or Addenda attached hereto, this "**Authorization**") is made by and between City of Delray Beach (individually and collectively, if more than one, the "**Company**") and PNC Bank, National Association ("**PNC**") and shall become effective upon the later of the execution dates (the "**Effective Date**") set forth on the signature page hereof. The Company hereby acknowledges receipt of and agrees to be legally bound by the PNC Commercial Card Program Terms and Conditions (version May, 2016) (as amended, modified or supplemented from time to time, the "**Program Terms**"), which, together with this Authorization, set forth the terms and conditions under which PNC will extend credit to the Company by establishing one or more PNC commercial card programs for the Company (individually and collectively, if more than one, the "**Program**"). This Authorization and the Program Terms constitute the agreement of the parties related to the Program (as amended, modified or supplemented from time to time, the "**Agreement**"). Capitalized terms used but not defined in this Authorization have the meanings given to them in the Program Terms. The Company agrees that (i) the Company shall pay to PNC all amounts outstanding from time to time under each Program in accordance with the Agreement and (ii) the obligations of each Company who signs this Authorization shall be joint and several.

The Company and PNC, intending to be legally bound, hereby agree as follows:

1. Company Credit Limit. The maximum aggregate Company Credit Limit available to the Company for the Program is as follows:

Company Credit Limit: $2,000,000.00

2. Collateral. All of the obligations of the Company under the Agreement are intended to be secured by the property described in any collateral security documents executed and delivered to PNC in connection with the Agreement or that previously may have been or may in the future be executed and delivered to PNC, or an agent acting on behalf of PNC, to secure any obligations of the Company to PNC; provided, however, the Collateral is not intended to include real property, and the applicability of any lien on such property is hereby disclaimed by PNC, unless expressly provided otherwise below.

3. Additional Collateral. In addition to the collateral granted in the collateral documents referenced above and any other collateral referenced elsewhere in the Agreement, the Program is secured by the following collateral, if any, as indicated below:

(i) Accounts (check if applicable): _____ MMDA _____ CD _____ Savings Account

If checked above, at all times, the Company's obligations under the Agreement shall be secured by a first priority perfected lien on a certificate of deposit, money market deposit account or savings account, as applicable, issued by or maintained at PNC in the amount of the Company Credit Limit (the "**Collateral Account**"), all pursuant to and as more fully described in a pledge agreement in form and substance acceptable to PNC (the "**Pledge Agreement**"). If at any time the market value of the Collateral Account is less than the Company Credit Limit, then the Company shall immediately pledge additional collateral to PNC of sufficient value to meet the market value requirements for the Collateral Account. In addition to any other default described in the Agreement, it shall be a default under the Agreement if: (a) PNC ceases to have a first priority perfected lien and security interest in the Collateral Account; or (b) any default or event of default occurs under the Pledge Agreement.

(ii) Letter of Credit (check if applicable): _____

If checked above, at all times, the Company's obligations under the Agreement shall be secured by an irrevocable unconditional letter of credit in favor of PNC in the face amount of the Company Credit Limit in form and substance and issued by a bank acceptable to PNC (the "**Letter of Credit**"). In addition to any other default described in the Agreement, it shall be a default under the Agreement if: (a) the Letter of Credit ceases to be in full force and effect; or (b) PNC receives a notice from the issuer of the Letter of Credit stating that it will not extend the expiration date of the Letter of Credit for an additional period beyond its then current expiry date and the Company does not deliver to PNC a replacement Letter of Credit, in form and substance and issued by a bank acceptable to PNC, on or before thirty (30) days prior to the then current expiry date of the Letter of Credit. In addition to any other remedies provided in the Agreement, upon the occurrence of a default under the Agreement, PNC may draw on the Letter of Credit.

(iii) Other (check if applicable and describe): _____

4. Program. The Company has selected, and PNC has agreed to provide, the following Program(s) with the respective billing terms and incentives set forth below (check and complete as applicable):

(i) __X__ Company Bill Program

(a) Billing Cycle: __30___ days

(b) Company Bill Payment Due Date: ___7___ days after Statement Date

(c) Incentives (check one): ___X___ Rebate (see attached Rebate Schedule)

__N/A__ Commercial Card Rewards – Company earns points at a rate of _____ points per $1.00 (see attached Rewards Terms)

(ii) _N/A_ Cardholder Bill Program

(a) Billing Cycle: _____ days

(b) Cardholder Bill Payment Due Date: _____ days after Statement Date

(c) Cardholder Past Due Payment Date: _____days after Cardholder Bill Payment Due Date

(d) Company Contingent Payment Due Date: _____days after Cardholder Bill Payment Due Date

(e) Incentives (check one): _____ Rebate (see attached Rebate Schedule)

_____ Commercial Card Rewards – Cardholder earns points at a rate of _____ points per $1.00 (see attached Rewards Terms)

5. Fees. The attached Fee Schedule lists the fees that will be assessed, as applicable, to the Program.

6. Cash Advances. As of the Effective Date, the Company _____ has _____ has not (check as applicable; failure to check either blank shall be deemed an election by the Company to not allow cash advances) elected to allow cash advances. Such election may be changed by the Company after the Effective Date by providing notice to PNC in accordance with the terms of the Agreement and without the need for a written amendment to the Agreement.

7. Initial Designated Affiliates. As of the Effective Date, the Company desires to name the following subsidiaries and/or affiliates as "Designated Affiliates" under the Program. The Company may add or eliminate Designated Affiliates after the Effective Date by providing notice to PNC in accordance with the terms of the Agreement and without the need for a written amendment to the Agreement.

Designated Affiliates

8. Amendment to Program Terms

Section 19. Governing Law and Venue shall be deleted and replaced with the following:

THE AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

The Parties hereby agree that any action, suit or proceeding resulting from, arising out of or related to the Agreement shall be instituted in any state or federal court in the State of Florida.

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the Agreement and agree to abide and be bound by its terms and conditions.

PNC BANK, NATIONAL ASSOCIATION

By: Anthony B. DeBlasio

(Signature)

Name: **Anthony B. DeBlasio**

Title: **Asst Vice President**

Date: 1/25/17

CITY OF DELRAY BEACH

By: _____

(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency,

_____

R. Max Lohman, City Attorney

Form of Organization *(please check)*:

____ Corporation; ____ Partnership;

____ Limited liability company;

_X_ Other (Specify: Government Entity)

The following address will be used by PNC for giving Company notices under the Agreement.

Street Address: 100 NW 1st Avenue		
City: Delray Beach	State: Florida	Zip: 33444
Mailing Address:		
City:	State:	Zip:
Telephone: (561) 243-7115	Facsimile: ( )	

Version Date: 5-10-16

Officer's Certificate

The undersigned certifies to PNC that the officer(s)/partner(s)/member(s) who signed this Authorization (individually and collectively if more than one, the "**Authorized Representative**"): (i) was authorized and directed to execute and deliver, in the name of and on behalf of Company, this Authorization with PNC, and (ii) has further been authorized by the Company, at any time and from time to time: (A) to obtain financial services and products of any kind from PNC or from any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (collectively, "**PNC Financial Services Group**"), including but not limited to loans and other products involving the extension of credit and other treasury management services and products; (B) to guarantee the payment and performance of the indebtedness and obligations of other persons or entities to PNC Financial Services Group; (C) to pledge, assign, transfer, mortgage, grant a security interest in or lien on any real or personal property (tangible or intangible) of the Company to or in favor of PNC Financial Services Group as collateral security for the payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties of the Company or of any other persons or entities to PNC Financial Services Group (whether or not in connection with a guaranty of such other person's or entity's obligations to PNC Financial Services Group); (D) to execute, accept, authorize agreement to and/or deliver to or in favor of PNC Financial Services Group such agreements, documents and instruments, required or requested by PNC Financial Services Group in connection with any of the foregoing products, services or actions, including but not limited to loan agreements or other evidence of indebtedness, guaranties, treasury management service agreements, collateral security documents (including but not limited to security agreements, financing statements, pledge agreements, assignments, mortgages or deeds of trust), and any supporting documents required by the terms of any of the foregoing agreements, documents or instruments; all in such form as may be requested by PNC Financial Services Group and any of which may contain a warrant of attorney authorizing PNC Financial Services Group to confess judgment against the Company for all sums due or to become due by the Company to PNC Financial Services Group and/or a provision waiving the right to trial by jury; (E) to execute and deliver to or in favor of PNC Financial Services Group any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments; (F) to take any other action requested, required or deemed advisable by PNC Financial Services Group in order to effectuate the foregoing; and (G) to delegate the foregoing duties to one or more other representatives of the Company.

The undersigned further certifies that (1) the authority granted herein has been duly authorized by all necessary action on behalf of the Company and does not violate the articles or certificates of incorporation, the by-laws or regulations, or other organizational documents of the Company; and (2) the Authorized Representative holds the office, title or status with the Company specified below the Authorized Representative's signature, and any signature following the Authorized Representative's name is such person's actual signature.

The authority vested in the Authorized Representative specified herein will remain in full force and effect until a certified copy of a notice revoking or modifying this Company Certification and such authority has been delivered to PNC and PNC has had a reasonable time to act thereon.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands.

*By: _____

Print Name: _____

Title: _____

*NOTE: If the person signing above is also the Authorized Representative, **a second officer, member or manager of the Company** (if the Company has more than one officer, member or manager) must sign below. The second officer, member or manager signing below (if applicable) must be a different person than the person signing above.

By: _____

Print Name: _____

Title: _____

Exhibit A

Prepared for
City of Delray Beach

Fee Schedule

Category / Description	*Fee*
I. Card Attributes	
· Executive Accounts [1]	$295 per year / account
· Rewards Enrollment	$75 per year / account
· Card Design [2]	
A) *Company Logo:* PNC standard card design w/single color Company logo	Waived
Image and Template Design (two logos max)	Waived
B) *Custom Card:* Client specific card design or multi-color Company logo	$250 per image upload
File formatting modifications (if applicable)	$200 per image modification
Custom Card production	$3.00 per card
II. Technology	
· Visa IntelliLink	
Receipt Imaging	$100 per month
Customized File Development	$4,500 (minimum)
· ActivePay®	
Web Services	Customized development cost
Receipt Imaging via FAX	$0.18 per page
Receipt Imaging (monthly fee)	Waived
Customized Development	
Data File Formatting	Pass through at cost with $4,000 minimum
Data Archive Retrieval	Pass through at cost with $5,000 minimum
III. Transactional	
· Cash Advance	$3 or 3% per advance *(whichever is greater)*
· Foreign Exchange [3]	Exchange Rate + 1%
· Late Fee - Company Bill Program	1% of outstanding balance at the following number of days past the next statement close date based on the following program statement cycles: Monthly (or longer) cycle: 15 days Bi-weekly cycle: 10 days Weekly cycle: 5 days
· Late Fee - Cardholder Bill Program	$15 at 31 days past Cardholder Bill Payment Due Date; 2% of outstanding balance at 61 days past Cardholder Bill Payment Due Date

[1] **Executive Accounts:** Annual fee applies when no more than 5% of all cards in the Program are Executive Accounts. If more the 5% of total cards are Executive Accounts, PNC reserves the right to assess a higher annual fee. Benefits for Executive Accounts include the coverages found at pnc.com/commercialcard/benefits plus the following:

Airline Club Annual Membership Fee Credit

– Enrollment by cardholder is required. Each calendar year PNC Visa Executive cardholders are eligible to receive a statement credit for up to $500 for the annual membership fee to one qualifying US-based airline club. Visa and PNC have no control over the airline club program including, but not limited to, application, approval process or enrollment, fees charged by the airline, and no liability with regard to the airline club program.

Global Entry Application Fee Credit

– Enrollment by the cardholder is required. $100 statement credit will be processed after the Global Entry program application fee is charged to an eligible PNC Visa Executive card. Visa and PNC have no control over the program including, but not limited to, application, approval process or enrollment, fees charged by CBP, and no liability with regards to the Global Entry program. This benefit includes TSA Pre-Check.

Travel Accident Insurance Coverage up to $1,000,000

Lost Luggage Insurance Coverage up to $5,000

Hotel Theft Coverage up to $1,500

Emergency Evacuation up to $10,000

24/7 Concierge Service

[2] **Card Design:** Company Logo cards are available 1-2 weeks after design approval. Custom Card designs may take up to 12 weeks for delivery.

[3] **Foreign Exchange Fee:** Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

Exhibit B

Prepared for
City of Delray Beach

Rebate Schedule

PNC is offering the following Rebates to the Company based on payments being made on or before the applicable Payment Due Date:

Annual Dollar Volume *	Rebate **
$50,000,000 and above	178
$25,000,000 to $49,999,999	175
$20,000,000 to $24,999,999	165
$15,000,000 to $19,999,999	155
$10,000,000 to $14,999,999	150
$5,000,000 to $9,999,999	145
$1,000,000 to $4,999,999	140
$0 to $999,999	110

* "**Annual Dollar Volume**" means total Dollar Volume under the Program (excluding Dollar Volume attributed to Cards that earn rewards points under Rewards Programs), based on monthly statement cycle activity for statement cycles ending in January through December of each calendar year; and "**Dollar Volume**" means the total of purchases minus returns minus disputed or unauthorized use charges for which the Company has been reimbursed minus cash advances minus Other Reduced Interchange Transactions, as defined below.

PNC reserves the right, in its sole discretion, to exclude from Annual Dollar Volume any outstanding balances on Cards which are not paid on or before each Payment Due Date.

** Rebates are listed in basis points. One basis point equals .0001. The highest Rebate tier achieved for a particular year will be applied to all of that year's Annual Dollar Volume. Transactions that qualify for the Visa Purchasing Large Ticket Program ("**Large Ticket Transactions**") will be included in calculating the Annual Dollar Volume tier achieved, but the Large Ticket Transactions will earn a Rebate calculated at the lesser of (a) ½ of the applicable Rebate tier set forth above, or (b) 72.5 basis points. PNC may, however, reduce the Rebate earned on Large Ticket Transactions to reflect any reduced interchange payments resulting from any updates to the rates paid to PNC by Visa in accordance with Visa's published schedules in effect from time to time. Transactions other than Large Ticket Transactions that are processed through Visa reduced interchange programs that pay interchange at rates less than Large Ticket Transactions ("**Other Reduced Interchange Transactions**") will be excluded from Annual Dollar Volume and will not earn a Rebate.

This Rebate Schedule reflects a corporate bill and liability for Company Bill Programs, and an individual bill and corporate liability for Cardholder Bill Programs.

Rebates are paid on an annual basis on or before February 1 of the following calendar year. This Rebate Schedule shall remain in effect for a minimum of three (3) years from the Effective Date, except as otherwise provided in the Program Terms.

Capitalized terms used but not defined in this Rebate Schedule shall have the meanings given to such terms in the Program Terms.