



SHERIFF JOE CHAPMAN
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October 30, 2023

Ref: NUMI CARDS for JAIL (Inmate Account)
Inmate Account @ Synovus XXX443-1

To : Walton County Board of Commissioners

Good evening,

Currently our jail uses our Inmate Account at Synovus Bank to deposit funds brought in by inmates when they are booked & also when family/loved ones come in to make a deposit onto an inmates account. When the inmate is released from our facility, we issue a check from Inmate Acct. and give to that person when they leave (whether they are headed to another facility for more charges, or they are actually walking out our doors to freedom)

The jail staff is usually writing 160-180 checks to inmates on a monthly basis. Which results in pages of checks to go through on each monthly bank statement for reconciliation. That averages out to 5-6 checks clearing our Inmate account daily.


Legacy Commissary Services has shared a company with us (as they have many other county jails) of a "Debit Release Cards" company called NUMI. NUMI would be a FREE service to us that basically allows us to release the inmates funds onto a debit release card instead of a paper check. That person would then be able to use that card as soon as they walk out to make a purchase wherever they may want that accepts Mastercard. This small little change could help to eliminate the amount of checks that don't clear our account, and even help those individuals that may not have a checking account to cash the issued check they were given at release.

Sheriff Chapman has given his blessings for us to move forward with this new process and our county attorney has looked over all the paperwork and sees no issues. We are simply asking for approval to get the ball rolling to allow Numi to get Walton Co the debit release cards and start simplifying the Inmate acct.

Thank you,


Tammy Kirk
Business Manager

&


Amber Barts
Jail Admin Asst

FACILITY AGREEMENT

By signing this Agreement or activating a Numi Prepaid Mastercard® card on behalf of an individual, Facility hereby acknowledges and agrees to comply with all the terms and conditions contained in this Facility Agreement.

PURPOSE is to ensure that the Card Program is distributed and administered in a manner that complies with the Financial Regulations. Capitalized terms used but not defined herein have the meaning set forth in the section of this Agreement entitled "Definitions".

APPLICABILITY is to Facility, and all Facility's personnel, contractors, and agents that administer the Card Program for or on behalf of Facility.

THE CARD PROGRAM. By participation in the Card Program, Facility will be able to return inmate trust funds and other property to persons released from incarceration through the use of prepaid Network Branded cards. This Agreement establishes the requirements and standards applicable to Facility in participating in the Card Program.

CARDHOLDER FEES. The fees associated with the Card Program(s) covered by this Agreement are attached as Exhibit B and incorporated herein by reference. Facility acknowledges that it has selected the Card Program(s) for its constituents. Facility further acknowledges that it has reviewed all of its options and alternatives to the Card Program selected and has chosen the Program(s) attached hereto as Exhibit B.

CARD PROGRAM SUBSIDIES. At any time a Facility may select a Card Program that provides for the Facility covering all or a portion of the total cost of the Card Program such that the Cardholder fees are reduced or eliminated. In the event that a Facility selects such a Card Program, the terms of payment to Numi for these costs are outlined in Exhibit C, if applicable.

MANDATORY CARD DISTRIBUTION GUIDELINES & PROCEDURES

Operating Guidelines. Numi accepts Facility as an independent distributor of the Cards subject to the terms and conditions of this Agreement. Facility will comply with applicable Financial Regulations, including but not limited to regulations set forth by the Office of Foreign Assets Control (OFAC). Facility will cooperate with Numi to the extent necessary in order to ensure continued compliance with the Financial Regulations. Facility acknowledges that Financial Regulations are subject to change, and should a material change to these regulations occur, Numi will notify Facility of that change and Facility will comply with the Financial Regulations, as changed.

Receipts. Facility must have all Cardholders sign the federally required Prepaid Card Receipt ("PCR") for their Card (See Exhibit A) or the Signature Receipt implemented through the facility's software provider. The Terms and Conditions, as required below, must always accompany the Card upon Card issuance. In the event that Facility utilizes the Signature Receipt instead of the PCR, the Cardholders must sign the Signature Receipt upon release and before being provided with their Card. The Signature Receipt must contain the following language or language substantially similar to the language outlined below:

"I hereby authorize and request the return of my funds on the Numi Prestige Mastercard® and confirm receipt of the Cardholder Agreement. I understand the Card is active and there may be fees associated with the use of the Card. Those fees are listed in the Cardholder Agreement.. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement."

To establish compliance with federal requirements, Numi may request the applicable PCR or the Signature Receipt from Facility for up to two (2) years after the execution of the required receipt by any Cardholder. As such, Facility is required to retain these receipts for a period of two (2) years.

Card Registration. When disbursing funds using Cards, Facility will collect and submit to Numi the following information:

- (a) Cardholder's full name and date of birth are required to be collected for all Cardholders;
- (b) Upon Numi's request, the Cardholder's Address, Phone Number, Social Security Number and/or other identifying document may be requested to ensure compliance with the Financial Regulations.

Facility will also collect and submit such additional information that Numi requires from time to time in order to ensure compliance with the Financial Regulations.

Delivery of Terms & Conditions to Each Cardholder. Facility must obtain a PCR and/or Signature Receipt and also distribute the Cardholder Terms and Conditions and other supporting documentation required by Numi to every individual receiving a Card. Numi will provide Facility with training regarding the distribution of the Cardholder Terms and Conditions and supporting documentation and Facility will abide by such training to ensure that these materials are provided to the Cardholders as required.

Card Ordering. Numi will manage the replenishment of Card inventory such that there is always at least one week of estimated Card requirements on hand at each Facility location, based on a 90 day trailing activation rate.

Numi reserves the right to not deliver any additional Cards to Facility, and to cancel or lock any and all Cards at Facility, if Facility (i) fails to make any payment pursuant to the Card Program, including but not limited to reimbursing Issuing Bank for funds loaded onto Cards, or (ii) otherwise fails to comply with the terms and conditions of this Agreement.

Numi will periodically ship Cards to Facility's designated locations. Card orders must be signed for upon arrival. The Cards are financial instruments and, as such, the Facility must ensure that the Cards are placed at the time of receipt in a secure storage area and that proper physical and procedural security policies are implemented and followed to ensure the tracking and monitoring of the Cards.

Card Security. The Cards must be handled by Facility in accordance with security requirements established by Financial Regulations, including policies and guidelines of Mastercard®, the Issuing Bank, and industry best practices. These security requirements are incorporated into this Agreement by reference and must be implemented by Facility at all locations that store and distribute the Cards.

Facility will maintain physical security of the Cards at all times. Facility will store the Cards in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks. Card inventory is subject to audit by Numi or the Issuing Bank with at least 10 days advance notice. Facility will deliver a completed certified inventory report to Numi at least once per year, or any time upon Numi's request, that accounts for all Cards. Facility will maintain an inventory log of the number of Cards spoiled (e.g. cards that cannot be used due to damage, tampering or expiration). Facility will promptly report any inventory discrepancy to Numi via an electronic mail communication to corrections@numifinancial.com or by contacting Numi at 760-444-5525. Facility will produce any of the above-mentioned documentation upon Numi's request at any time during the audit.

Card Return or Destruction. Numi may request the return of unused Cards in inventory for destruction for reasons including, but not limited to, the following:

- (a) Cards are compromised or tampered with;
- (b) Card stock expired;
- (c) Cards are damaged or defective; or
- (d) Card Program is terminated

Upon receipt of a request from Numi, Facility will securely package any Cards to be returned and will include a completed inventory log with the shipment.

Alternatively, at the direction of Numi, Facility may destroy any defective or damaged Cards, and certify their destruction by any method specified in the Mastercard® guidelines (currently available at <http://www.Mastercard.us/terms-of-use.html>). A template for certifying the Card's destruction is

available upon request by electronic mail to compliance@numifinancial.com, or by contacting Numi at 760-444-5525.

Mailing Cards Prohibited. Mailing Cards is strictly prohibited under the terms of this Agreement. DO NOT mail activated cards. This is for your protection. Mailing activated Cards puts the Facility and the Card recipients at risk for potential fraud and security issues. Numi will not be responsible for any fraudulent activity or security issues that are directly or indirectly related to the mailing of activated Cards. Since this is not an approved practice, Facility must defend and fully indemnify Numi for any costs, claims or losses arising out of or related to the mailing of Cards.

If the Facility would like to mail cards to individuals, then contact Numi immediately to obtain a Card Program that is designed for mailed distribution.

System Security. Neither party will transmit or disseminate to the other party, the other party's service providers, or their respective networks or systems any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines (collectively, "Viruses") that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information. Each party will use then-current industry standard security and antivirus tools to detect and eliminate Viruses.

Load Limits. Unless otherwise authorized in writing by Numi, the Card Program(s) covered by this Agreement allows the Facility to disburse up to a total of \$9,999 per Cardholder in inmate trust funds upon the inmate's release from the Facility.

Reimbursement of Loaded Funds. Facility, or Facility's assigned Fiduciary Banking Agent, must ensure that there are adequate funds available and accessible to Issuing Bank to cover the Facility's daily Card loading activity. If a Facility chooses to have the obligations of this section performed by a Fiduciary Banking Agent, both the Facility and the Fiduciary Banking Agent must execute a copy of this Agreement with Numi. In addition, Facility, or Facility's Fiduciary Banking Agent, must execute the separate ACH authorization agreement. The ACH authorization will remain in full force and effect until Numi receives written notice of termination as required in this Acknowledgment. Upon receipt of the notice of termination, Numi will inform the Issuing Bank that is performing the ACH activities of such termination. Facility understands that the unsuccessful collection of funds by Issuing Bank will result in the immediate suspension of the Card Program at Facility upon notice by Numi of the breach of this funding obligation, and Numi will have the unilateral right to suspend or terminate the Card Program at the Facility. The Facility, or Facility's assigned Fiduciary Banking Agent, agrees it will not initiate a return or stop pay, with their bank, for any ACH settlement item for the Card loading activity. If the Facility or Facility's assigned Fiduciary Banking Agent has any issues, objections or discrepancies regarding the amounts of the ACH items, the Facility should contact Numi directly to resolve.

ODFI. Facility authorizes the Originating Depository Financial Institution (ODFI) designated by Numi on behalf of Issuing Bank to initiate a DAILY ACH debit entry for the entire balance of all daily Card load activity by Facility. The daily ACH will be debited from the bank account provided or designated by Facility in the separate ACH agreement between Numi and Facility. In the event that Facility fails to authorize the required or otherwise defaults on its funding obligations under this Agreement, Facility acknowledges that it is liable for the funds outstanding and both Numi or ODFI may pursue a collection action.

Unauthorized Facility Activities. Numi has the unilateral right to suspend or terminate the Card Program if the Facility fails to perform its duties as outlined herein, or otherwise fails to comply with the Financial Regulations or the requirements set forth in this Agreement. A breach of any of the duties set forth below shall constitute an unauthorized Facility Activity and a breach of this Agreement.

- Delivery of the Cardholder Agreement.
- Delivery of Cardholder educational materials.
- Delivery, execution and storage of the Prepaid Card Receipt ("PCR").
- Delivery, execution and storage of the Signature Receipt, if applicable.
- Inventory security.
- Mailing Cards without obtaining prior written approval from Numi.
- Issuing two or more Cards to the same individual without first notifying Numi in writing.
- Activating a Card on any day other than the day the card is to be provided to the Cardholder.

If Numi determines such a failure exists, Numi will notify Facility in writing, and, if reasonably capable of being corrected, Facility will have 3 business days after the receipt of notification to correct the failure before Numi terminates the Card Program. If Numi determines that the violation cannot be cured within the required timeframe, Numi has the right to terminate or suspend the Card Program immediately.

Designated Card Program Use. In addition to inmate release Card programs, Numi can provide Card programs designed for specific applications such as trust fund disbursements to Friends and Family, Work Release programs, and other agency disbursement activities. Use of a Card Program for its unintended purpose is a violation of this Agreement. Please contact Numi if you are interested in additional Card programs.

Training. Facility, with the assistance of Numi as needed, will provide sufficient training for all employees, representatives, contractors or other individuals conducting the Card Program to ensure compliance with the Financial Regulations and this Agreement.

Customer Service. Numi is responsible for providing customer service for issues related to the Card Program to both Facility and the Cardholders. Facility will cooperate with Numi in providing customer service to Cardholders and will provide such information and documents in Facility's possession or control that Numi reasonably requests from time to time in connection with providing customer service to Cardholders.

Facility understands and acknowledges that Numi's Card Program is a complex combination of hardware and software that is hosted by and interfaced with other service providers, as such, operational failures, malfunctions and other errors may occur resulting in, among other things, Card access denials and/or delays, and periods of suspended service to Facility and Cardholders. Facility will notify Numi and/or terminal software provider of Card Program related operational issues immediately, and Numi will use commercially reasonable efforts to minimize such issues.

GENERAL PROVISIONS.

Advertising and Marketing Materials. Facility will only use Program Materials provided by Numi in connection with its conduct of the Card Program. Facility will not alter or modify any Program Materials without the express prior written consent of Numi.

Audit Rights. Facility acknowledges that Mastercard®, Issuing Bank and any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank, to the extent required by such authority or agency, may perform an examination of Facility with respect to the Card Program and Facility's compliance with its obligations hereunder. Numi may perform one (1) on-site audit of Facility per calendar year, upon 10 days prior written notice to Facility. As Numi determines in its discretion, Numi may perform any additional audits of Facility without notice, provided that such audits do not unreasonably interfere with the Facility's operation of the jail, detention center or correctional facility. Facility will cooperate and provide any information that may be required in connection with any such examination or audit. Facility will also provide any information that Mastercard®, any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank requires in connection with an examination of Numi or Issuing Bank or that may be required from time to time with respect to the financial condition and security and business practices of Facility.

Changes to Card Program. As between Facility and Numi, Facility agrees that Numi or the Card Issuing Bank may in its sole discretion, due to regulatory, market, economic or other factors, modify any aspect of the Card Program including card program pricing, Cardholder fees, Cardholder education materials and Cardholder identification requirements. Notice of any Card Program modification will be provided in writing to the Facility prior to any such modification taking effect. Upon receipt of written notice of a Card Program modification Facility hereby agrees to abide by such modifications in connection with its obligations as outlined in this Agreement.

Confidentiality. Facility agrees to keep all information about the Card Program, the Cards and the Cardholders accessed, obtained or collected in connection with the Card Program (the "Information") confidential at all times except as required by law. In addition, Facility may not use or disclose the Information except to conduct the Card Program and to disclose the Information to those of its directors, officers, agents, and employees who have a reasonable need to know it in order to conduct the Card Program. Prior to disclosing this Information, however, Facility will inform the person to receive the Information of its confidential nature and the obligations of nondisclosure and confidentiality as defined herein and Facility will be responsible for any breach of such obligations by such person. Facility acknowledges that it is not authorized to retain any Information. The foregoing does not apply to information that Facility accesses or receives exclusively in the ordinary course of its business of operating a jail, detention center, or correctional institution. Subject to all applicable state and federal banking regulations and except to the extent as required by law, subpoena, or court order, Numi shall keep all personally identifiable information about the Cardholders obtained or collected in connection with the Card Program (the "Personally Identifiable Information") confidential at all times.

Entire Agreement. This Acknowledgment supersedes any and all prior written or oral agreements or other written correspondence between the parties and constitutes the entire agreement between Numi and Facility.

Mutual Indemnification. Facility agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Agreement by Numi, Facility will indemnify and hold harmless Numi, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions, Card and/or Card Program misuse, and/or theft, or from breach of this Agreement by Facility, Facility's personnel, or third parties under the direction or control of Facility, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

With the exception of any issue directly or indirectly related to the Facility's unauthorized mailing of Cards, Numi agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Agreement by Facility, Numi will indemnify and hold harmless the Facility, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions or breach of this Acknowledgment by Numi, Numi's personnel or third parties under the direction or control of Numi, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Press Releases/Publicity. Numi and Facility each agree not to issue any press release or public statements regarding Facility's participation in the Card Program without the other's prior consent. (Facilities based in Florida - please strike this Section and refer to Exhibit E)

Public Records Request. Upon receipt by Facility of a public records request for a copy of this Agreement or any other card program materials, Facility hereby agrees to inform Numi in writing of any such request prior to providing any of the requested materials to the party initiating the public records request. (Facilities based in Florida - please ignore this Section and refer to Exhibit E)

Release Methods. Facility has the authority, in its sole and absolute discretion, to choose which method or methods are used to return inmate trust fund balances. To the extent Facility utilizes digital payments and prepaid cards for this purpose, to limit consumer confusion and allow for Numi to provide proper customer support, so long as this Agreement is in place, Facility will use Numi as its exclusive payment solution provider for such prepaid cards.

Term of Non-Disclosure Obligation. The obligations of nondisclosure and confidentiality undertaken herein will continue for as long as Facility wishes to utilize Numi products for any purpose, or longer if required by Financial Regulations.

Termination. This Agreement may be terminated by Facility with or without cause by providing ninety (90) days written notice to Numi. Numi may terminate the Card Program and this Agreement immediately if a material breach of this Agreement is not cured within (3) business days of receipt of written notice of such breach from Numi. Numi may also terminate this Agreement if the Issuing Bank or any regulatory authority or governmental agency with jurisdiction over Issuing Bank, the Card Program, or Numi requests such termination. Upon termination, Facility will return all unused Card inventory and Cardholder education materials to Numi.

Definitions

- "Agreement" means this Facility Agreement.
- "Card" means a Numi Prestige Prepaid Mastercard® card issued through the Card Program.
- "Cardholder Agreement" means the terms and conditions agreement that must be distributed to the Cardholder by the Facility in connection with Card use. The Cardholder Agreement is attached as Exhibit B.
- "Cardholder" means an individual who receives a Card.
- "Card Program" means the Numi Prestige Prepaid Mastercard® program.

- "Facility" means the undersigned, which includes but is not limited to jail(s), detention center(s), or other correctional institution(s).
- "Financial Regulations" means the requirements of the Issuing Bank, and Mastercard®, financial industry standards, and State and Federal laws and regulations, as well as certain additional requirements Numi specifies from time to time to facilitate the proper operation of the Card Program.
- "Fiduciary Banking Agent" means a 3rd party such as a commissary provider or inmate banking software provider who manages the inmate trust fund on behalf of the Facility and who is responsible for reimbursing Issuing Bank for all card loading activity as set forth in this Acknowledgment.
- "Issuing Bank" means the bank issuing the Cards, as stated in the issuer statement on each Card.
- "Numi" means Stored Value Cards, Inc. d/b/a Numi Financial.
- "Prepaid Card Receipt" ("PCR") means the receipt that all individuals receiving the Card must sign prior to leaving the Facility with the Card as required by the Prepaid Rule (12 CFR 1005) issued by the Consumer Financial Protection Bureau effective April 1, 2019.
- "Signature Receipt" means the Facility's software integrated receipt document that the Cardholder is required to sign prior to receipt of the Card.
- "Program Materials" means the educational and marketing materials distributed by Numi in connection with the Card Program.

FACILITY AGREEMENT SIGNATURE PAGE

Facility

Fiduciary Banking Agent (if applicable)

Facility Name: _____ Agent Name: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Numi Financial

Facility Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

I hereby authorize and request the return of my funds on the Numi Prestige Prepaid Mastercard and confirm receipt of the Cardholder Agreement. I understand the Card is active and there may be fees associated with the use of the Card. Those fees are listed in the Cardholder Agreement. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement.

Name of Cardholder (please print) _____

Cardholder Signature _____

Date _____

There is no purchase price for the prepaid Card. This Card is active and ready for use. No fee was charged for activating the Card. By accepting and using this card, I acknowledge that I authorized and requested the return of my funds on this Numi Prestige Prepaid Mastercard. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in this Cardholder Agreement.

FACILITY INSTRUCTIONS:
ALL CARDHOLDERS MUST SIGN THIS DOCUMENT PRIOR TO RECEIVING THE CARD. THIS DOCUMENT MUST BE RETAINED BY THE FACILITY FOR A PERIOD OF 2 YEARS.

Card Load Amount _____

Card Proxy Number _____



