

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN  
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX FSC")  
AND THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (the "STATE")**

**CREDIT INFORMATION**

Participating Entity agrees that in the event the account is not paid as agreed, WEX FSC may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity City of Deltona		Phone # (386) 878-8100	Fax# (386) 878-8551	
Business Name and Physical Address (Do not include PO Box) 2345 Providence Blvd, Deltona, FL 32725			Applicant's Taxpayer ID # (TIN, FEIN or SSN) 59-3348668	
In Business Since (yyyy) 1995	Year of Incorporation (yyyy) 1995	Number of Vehicles 300	Avg Monthly Fuel Expenditures \$ 3,000.00	Avg Monthly Service Expenditures \$ -0-

**ACCOUNT SETUP INFORMATION**

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

C I T Y O F D E L T O N A

Billing Contact Accounts Payable	Billing Address 2345 Providence Blvd.	City Deltona	State FL	Zip+4 32725
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name Buffy Osborne	Title Executive Assistant	Phone # (386) 575-6800	Fax # (386) 574-0163
Mailing Address (if different from billing address) 255 Enterprise Rd		City Deltona	State FL

Email address (required to take advantage of product type card controls)

bosborne@deltonafl.gov

**Card Controls:** To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☒ Fuel with Roadside Assistance ☐ Mix of card types

☒ Check here if business is exempt from motor fuels tax

**TERMS**

**DEFINITIONS:**

"Agreement" means: Contract No.973-163-10-1 effective August 6, 2010 for Fuel Cards and Fuel Management Services (the "Agreement") between the **State of Florida Department of Management Services** and WEX FSC.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

**AGREEMENTS OF WEX FSC AND PARTICIPATING ENTITY:**

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX FSC and the State. It does not modify, amend or change the Agreement in any way.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX FSC described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

**INFORMATION SHARING DISCLOSURE:** Information regarding your transactions may be provided to the State, accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

**U.S.A. PATRIOT ACT:** Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

**DISCLAIMER:** THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX FSC UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX FSC.

**CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature:

Title: Interim City Manager

Printed Name: Dr. Marc-Antonie Cooper

Date: February 21, 2020

**Complete and sign addendum. Fax to 1-800-831-4019.**

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type SFL2	Coupon Code FL1	Account Number 04
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We see corporate payments differently.

## Thank you for your interest in our Tax Exemption and Reporting Program

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as your tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, merchant participation. In the event that a transaction cannot be billed "net of tax", you will receive detailed reporting showing the full purchase price and the tax paid.

**Before we can start billing you net of applicable taxes on fuel transactions based upon your eligibility, you will need to complete the following required documentation:**

- 1 Tax Exemption and Reporting Program Enrollment form (enclosed)
- 2 Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
- 3 Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

**IMPORTANT: You must fill out all forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions on the enrollment form carefully.**

IRS regulations require that WEX Inc obtain from you, your certification that you are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) you may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. **WEX must have all applicable documents on file prior to providing you with exemptions.** It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If you have any questions about the program or the enclosed materials, please call us at **1-866-841-3542.**

Thank you for your business, and we look forward to providing you with the benefits of this comprehensive Tax Exemption and Reporting Program.

Sincerely,

WEX Inc. Tax Exempt Department



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## Tax Exemption & Reporting Program Frequently Asked Questions

**Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?**

We will not be able to bill you net of taxes or report tax exemptions until we have received all necessary forms and completed the qualification and setup process.

**Q: When will taxes begin to be exempted?**

Once we receive all the properly completed forms, we will complete the tax exemption setup in approximately 3 business days. We will then begin calculating applicable exemptions. It is your responsibility to notify us of any errors or omissions that you feel may have occurred. If you notice any problems, contact the tax department at 1-866-841-3542.

**Q: How can I determine my fleet's tax-exempt status for fuel, as well as what type of forms I need?**

Contact your local Department of Revenue for free help and answers regarding your tax-exempt status for fuel and necessary forms. They can best assist you with questions of this nature.

**Q: Will my fleet be exempted from federal fuels excise taxes?**

Yes if you are a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, you will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

**Q: Does my tax-exempt status apply in all states and localities?**

The local Department of Revenue, in each state that your fleet will be fueling, will be able to help you determine exemption eligibility for each state and locality respectively.

**Q: Will I receive state and local exemptions anywhere I can fuel with the card?**

Not necessarily. Merchant brand participation in our tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

**Q: What do I do if my tax-exempt status changes?**

You should immediately notify us by calling the WEX Inc Tax Exempt Department at 1-866-841-3542.

**Q: Do any of these forms expire and if so will I be notified prior to the expiration?**

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of your tax exemption form(s), we will send you three monthly reminders that renewed forms are required. If we have not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until we receive the necessary paperwork and no credits will be given.

**Q: Will my fleet be exempted from taxes on non-fuel products?**

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide us with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

**Q: What if my fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?**

In these instances, the "non-exemptable" tax is reported (not exempted) on your fleet report. These reported taxes appear at the transaction level and at a summary level, providing you with supporting documentation, which can help you when filing for a refund of the non-exempted taxes.

**Q: What types of tax information reporting will I receive?**

At the transaction level, your fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

**Q: How do I know how many forms to send in?**

If you qualify for Federal exemptions, you need to send in one form per account or one form with a letter certifying all accounts belonging to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

# CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

WEX Account Number (if known):

Federal Tax Identification Number:

59-3348668

**Certification:**

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

Finance Director

Of (Certifying Entity):

City of Deltona

Entity Physical Address:

2345 Providence Blvd

Deltona, FL 32725

Entity Phone Number:

(386) 878-8552

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer):

WEX BANK

Credit Card Issuer Address:

3995 South 700 East, Suite 450

Salt Lake City, UT 84107

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- |   |  |
|---|--|
| <input type="checkbox"/> State government                           | <input type="checkbox"/> American Red Cross or Blood Collection Center               |
| <input checked="" type="checkbox"/> Local government                | <input type="checkbox"/> Indian Tribe  |
| <input type="checkbox"/> Public nonprofit educational organization  | <input type="checkbox"/> Volunteer Fire/Rescue                                       |
| <input type="checkbox"/> Private nonprofit educational organization | <input type="checkbox"/> Foreign Diplomat (you must provide a copy of your PID Card) |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

  
Authorized Signature

Finance Director

Title

Tracy Camille Hooper

Printed Signature

02/21/2020

Date

Email or FAX completed forms to [TaxExemptForms@WEXINC.Com](mailto:TaxExemptForms@WEXINC.Com) or 1-207-523-7104

INTERNAL USE ONLY

Sales Representative:



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# Tax Exemption & Reporting Enrollment Form

## Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email [GovTaxServices@WEXInc.com](mailto:GovTaxServices@WEXInc.com).
4. E mail completed forms to [TaxExemptForms@WEXInc.com](mailto:TaxExemptForms@WEXInc.com), fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

## A. ACCOUNT INFORMATION

Fleet Name: City of Deltona	WEX Account Number (If known):
Authorized Fleet Contact: Buffy Osborne	Phone No.: (386) 575-6800
Fleet Contact email: bosborne@deltonafl.gov	Fax No.: (386) 574-0163
Federal Taxpayer ID Number: 59-3348668	

**IMPORTANT:** Eligibility may be limited based on applicable federal, state and local laws. You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

## B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following applicable forms, based on your eligibility:
  1. Federal — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  2. State — Applicable state forms. (Obtain these from the appropriate state governing body.)
- Once we receive all of your properly completed documentation we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature Buffy Osborne

Date: 2/21/2020

## USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.



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# Tax Exemption & Reporting Enrollment Form

## C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

### TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption<sup>1</sup>.
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt<sup>1</sup>. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

<sup>1</sup> Subject to the appropriate taxing jurisdiction's laws, regulations and requirements.