

111037

DATE: April 30, 2025

TO: Board of Acquisition and Contract

FROM: Kathleen M. O'Connor
Commissioner, Department of Parks, Recreation and Conservation

RE: Authority to enter into one or more agreements with Roller Networks USA Inc. and Adyen N.V., and any entities associated or affiliated with those companies, pursuant to which all such companies will provide the County with payment-processing and related services for Playland Park, for the period from May 1, 2025 through April 30, 2026, for an amount not-to-exceed \$60,500.00 for certain fixed fees and for additional per-transaction amounts and other additional amounts.

Authority is requested from your Honorable Board for the County of Westchester (the "County") to enter into one or more agreements with Roller Networks USA Inc. ("Roller") and Adyen N.V., a company registered in Amsterdam, the Netherlands, ("Adyen") and any entities associated or affiliated with those companies ("Others"), pursuant to which agreement(s) Roller, with involvement by Adyen and possibly Others, will provide the County with payment-processing and related services for Playland Park (the "Services"), for the period from May 1, 2025 through April 30, 2026 (collectively, whether one agreement or multiple, the "Agreement").

Under the Agreement, Roller will be paid a total amount not-to-exceed \$60,500.00 for certain fixed fees concerning overall access to Roller's payment system, implementation services, and training services. Under the Agreement, Roller will also be paid a per-transaction fee and a processing fee, varying by the type of card, for each credit-card-based transaction. Furthermore, Roller may be paid other, additional amounts, in certain circumstances, based upon the terms of the Agreement.

The Agreement will include a version of the terms of Roller's "Order Form" for the Services, in substantially the form attached hereto as Exhibit 1.

The proposed Agreement will serve a public purpose by providing the County with payment-processing and related services for Playland Park.

The goal and objective of the proposed Agreement is to provide the County with payment-processing and related services for Playland Park.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as providing the County with payment-processing and related services for Playland Park will enable the County to collect revenue from operations at Playland Park.

The goal and objective of the proposed Agreement will be tracked and monitored by staff of the Department of Parks, Recreation and Conservation.

The procurement of the Services, under the proposed Agreement, is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 7 (formerly Section 9) thereof, as the County has determined, after reasonable investigation, that Roller is the sole practicable source for the required Services, based on the existing arrangements at Playland Park for this season, and the limited time available prior to the start of this season.

I respectfully recommend the adoption of the attached resolution.

KMO/PT/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/01/2025 - RAYMOND S. DUKAKIS, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Parks, Recreation and Conservation, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into one or more agreements with Roller Networks USA Inc. ("Roller") and Adyen N.V., a company registered in Amsterdam, the Netherlands, ("Adyen") and any entities associated or affiliated with those companies ("Others"), pursuant to which agreement(s) Roller, with involvement by Adyen and possibly Others, will provide the County with payment-processing and related services for Playland Park (the "Services"), for the period from May 1, 2025 through April 30, 2026 (collectively, whether one agreement or multiple, the "Agreement"); and be it further

RESOLVED, that, under the Agreement, Roller will be paid a total amount not-to-exceed \$60,500.00 for certain fixed fees concerning overall access to Roller's payment system, implementation services, and training services; and be it further

RESOLVED, that, under the Agreement, Roller will also be paid a per-transaction fee and a processing fee, varying by the type of card, for each credit-card-based transaction; and be it further

RESOLVED, that, under the Agreement, Roller may be paid other, additional amounts, in certain circumstances, based upon the terms of the Agreement; and be it further

RESOLVED, that the Agreement will include a version of the terms of Roller's "Order Form" for the Services, in substantially the form attached hereto as Exhibit 1; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this resolution.

Account to be
Charged/Credited

| Year | Fund | Dept | Major Program, Program & Phase Or Unit | Object/ Sub-Object | Trust Account | Dollars |
|-------|------|------|----------------------------------------------|-----------------------|------------------|----------|
| 2025 | 165 | 42 | 5510 | 4380 | | \$60,500 |
| 2025* | 165 | 42 | 5530 | 9080 | | \$6,950 |
| 2025* | 165 | 42 | 5530 | 9202 | | \$6,115 |
| 2026* | 165 | 42 | 5520 | 9201 | | \$1,100 |
| | | | | | | |
| | | | | | | |

Budget Funding Year(s): 2025-2026 Start Date: 05/01/25 End Date: 04/30/26
(must match resolution)

Funding Source Tax Dollars: \$60,500
State Aid: _____
\$ 74,665* Federal Aid: _____
*Estimated
(must match resolution) Other: \$14,165* (Processing Fees – from revenue)

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Exhibit 1

[ATTACHED, STARTING ON NEXT PAGE]

[NO FURTHER TEXT ON THIS PAGE]

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/01/2025 - RAYMOND SCULKY, SECRETARY



ROLLER Networks USA Inc.,
a Delaware corporation registered at DLA Piper LLP (US),
400 Capitol Mall, Suite 2400, Sacramento, CA 95814-4428

Order Form

CUSTOMER INFORMATION

Name Westchester County
Address 148 Martine Avenue
White Plains, New York 10601
United States

BILLING INFORMATION

Name Playland
Address 148 Martine Avenue
White Plains, New York 10601
United States

PRIMARY CONTACT

Name
Title
Email
Phone

BILLING CONTACT

Name
Title
Email
Phone

ORDER SUMMARY

Order # 00006230

Created By Andy Kee

Order Start Date May-01-2025

Order End Date Apr-30-2026

PO # N/A

Created Date Apr-30-2025

Quote Expiration Date May-05-2025

Currency USD

By signing this Order Form, I confirm that the Order Details, Primary and Billing Contact information listed above are correct



PRODUCT INFORMATION

| Subscription Products | | | | | | |
|-----------------------------------|-------------------|-------------|-------------|-----------------------------|-------------------|---------------|
| Product Name | Quantity (Venues) | Order Start | Order End | Unit Price | Billing Frequency | Total Price |
| Roller Enterprise Subscription | 1 | May-01-2025 | Apr-30-2026 | 3,816.66/mo | Quarterly | 45,800 |
| API Enterprise - 500K /mo | 1 | May-01-2025 | Apr-30-2026 | 350.00/mo | Quarterly | 4,200 |
| Sub Total | | | | | | 50,000 |
| Payment Products | | | | | | |
| Product Name | Quantity (Venues) | Order Start | Order End | Unit Price | Billing Frequency | |
| Roller Payments | 1 | May-01-2025 | Apr-30-2026 | | Monthly | |
| Transaction Fee | 1 | May-01-2025 | Apr-30-2026 | \$ 0.34 per Transaction | | |
| Processing Fee (Visa, Mastercard) | 1 | May-01-2025 | Apr-30-2026 | 1.05 % of Transaction Value | | |
| Processing Fee - Amex | 1 | May-01-2025 | Apr-30-2026 | 3.95 % of Transaction Value | | |
| Services | | | | | | |
| Product Name | Quantity | Order Start | Order End | Unit Price | Billing Frequency | Total Price |
| Implementation Package | 1 | May-01-2025 | Apr-30-2026 | 7,500.00 | One-Time | 7,500 |
| Onsite Training & Go-Live Support | 1 | May-01-2025 | Apr-30-2026 | 3,000.00/day | One-Time | 3,000 |
| Sub Total | | | | | | 10,500 |

Total Amount (excluding any applicable taxes & usage fees)

\$ 60,500

Master Terms: Services ordered in this Order Form and any other order form entered into by Customer are governed by ROLLER's Master Terms of Service which can be found at <https://www.roller.software/master-terms>.

Additional Terms

API Call Limit: Subscription includes a monthly limit of 500,000 API calls. If the Customer exceeds the limit in any month, ROLLER will automatically invoice the customer for additional blocks of 500,000 API calls to meet the usage for that month at the list price per additional block.

Roller Payments

Roller Payments Fees: ROLLER Payments processing fees are made up of fixed transaction, processing, acquiring and other fees (e.g. chargeback, refunds, smart dunning and other payment processors), for which details can be found at https://www.roller.software/rpp_pricing.

Payment Processing Fees Subject to Change: Payment Processing Fees, including fees for ROLLER Payment Processing and Approved Payment Processors, are commencing as of this Order Form's Effective Date, but are subject to immediate change upon notice to Venue.

Reserve: Upon setting up each new venue, an Initial Reserve Amount of \$ 1,500 per venue will be funded to secure the customer's performance obligations and mitigate potential losses. This amount will be automatically deducted from the customer's payouts until the reserve amount is met in full, as per RPP Terms. Additionally, for existing venues, an ongoing monthly risk review will be conducted to assess the adequacy of the Initial Reserve Amount in covering the customer's obligations. Any necessary adjustments to the Reserve Amount will be made based on the outcome of this review.

Revenue Commitment: Customer agrees to achieve or exceed an average of \$ 380,000 per venue of Transaction Funds processed via the Services for all contracted Venues that are active, as per the order start dates above. The average processed transaction funds will be determined by summing the cumulative revenue for the prior 12 months across all active venues that have had at least 12 months of active order term and dividing by the count of those



venues with active order terms in the prior 12 months. In the event that Transaction Funds processed fall below the aforementioned minimum by 20% or more, ROLLER, and Customer agree to negotiate an appropriate price for ROLLER Payments in good faith.

Implementation Package: Personalized, one-on-one training with a ROLLER implementation expert for up to 20 hours, hours expire 90 days following the implementation start date. Extra hours can be purchased at a per-hourly rate.

Onsite Training & Go-live Support: Everything included in Onsite Training, plus our ROLLER specialist will provide onsite go-live support and POS training for the day you launch ROLLER at your venue.

Order Term: For each Subscription and Service Ordered commencing on the Start Date and ending on the End Date as outlined.

Plan and Product Features: Each ROLLER Plan identified in this Order Form, excluding those that are explicitly stated within this Order Form to have limited use, has the features and functions, including any limitations in quantity, identified at <https://www.roller.software/pricing> or such other successor URL identified by ROLLER. The features and functions with respect to any Service are subject to change in accordance with the Master Terms.

Renewal Term: This Order Form will automatically renew for additional renewal terms of the same duration as the Order Term outlined in this Order Form or one year, whichever is longer, (each, a "Renewal Term") unless either Party provides written notice of its intent to not renew at least sixty (60) days prior to the end of the then current term.

Renewal Uplift: Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 7% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with ROLLER's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Plan and Product Features:

ROLLER Enterprise License Agreement: The ROLLER Enterprise License Agreement (ELA) Plan includes the products and quantities per the table below and the features and functions of those products are found at <https://www.roller.software/pricing> or such other successor URL identified by ROLLER. The features and functions with respect to any Service are subject to change in accordance with the Master Terms. ROLLER Enterprise License Fee will be \$50,000 for the Initial Term.

| Product Name | Qty | Limits |
|--------------------------------|-----|--------------------------------------------------------------------------------------------------|
| ROLLER Enterprise Subscription | 1 | refer to https://www.roller.software/pricing . |
| API Enterprise | 1 | 500,000 total calls per month (with additional usage fees as set out below) |

For the purposes of this section, "Annual Customer Revenue" means all revenue earned by Customer during any rolling twelve (12)-month period during the Term from all sources, including without limitation, admission ticket sales, membership sales, food and beverage sales, tour sales, and event and party bookings, whether received using ROLLER Payments, another payments processing method or in cash. If Annual Customer Revenue exceeds \$20 million, the parties agree to negotiate an increase in the ROLLER Enterprise License Fee for any Renewal Term.

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Billing Period: Unless otherwise notified, Subscription Fees are to be invoiced by ROLLER, in advance, on an Quarterly basis. Variable Fees will be invoiced monthly in-arrears, or otherwise as applicable.

Applicable Taxes: All Fees stated in this Order Form are exclusive of any applicable taxes. If ROLLER has the legal obligation to pay or collect taxes on Customer's behalf, ROLLER will invoice Customer and Customer shall pay the applicable taxes.

Authorized Representatives: The persons executing this Order Form represents and warrants that they have the authority to bind the Party on whose behalf they have signed below.

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