

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, APRIL 23, 2014**

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IN REF. ORDER NO 12 Contract with CourtMoney.com for Sheriff's Department

CourtMoney.com
Management Agreement

This agreement is made by and between the Adair County (Hereinafter Client) and Moneta Enterprises, LLC, DBA, CourtMoney.com. (Hereinafter CM) Wherein CM and Client agree as follows:

1. **System Description.** CM has developed a service for the purpose of processing payments by credit or debit card for payments to the CLIENT. CM is a cash facilitator. The payment received by Client is money belonging to the Cardholder and is not CM's money. The CM system will provide the service from a remote location 24 hours per day/seven days per week. The person wanting to make payments to Client by credit or debit card may do so by calling Client or CM for instruction.

CM will charge the Payee a fee for the service as outlined in Attachment "A" attached hereto and made a part hereof.

CM agrees to provide the service described herein in accordance with the terms and conditions of this agreement.

CM agrees to assist client with getting an approved Merchant account with a CM approved sponsor bank. CM will manage that merchant account for client and be responsible for any fees assessed by the sponsoring bank or Visa, MasterCard, Discover, or American Express credit card companies. These fees are limited to the standard monthly assessed fees, any fees based on transactions, monthly statement fees, setup fees, banking fees, and wire transfer fees.

CM agrees to contact a bank used by CM and open a new Checking (DDA) account. This account will be owned by CM. The account will have the name CourtMoney.com/Clients Name. Client will not take ownership of this account but can receive a monthly statement at client's request. This account will only be used by the credit card companies to deposit transaction money and for CM to withdraw those funds to be sent to client.

CM agrees to be responsible for any and all charge backs processed through the CM web site or with the help of the CM staff. Client agrees to provide CM with all information necessary that is associated with all transactions.

2. **Authorization to Begin.** Client grants CM authorization to begin a remote pay service, as outlined in this agreement for a minimum of three (3) years. This agreement will be automatically extended for additional one (1) year periods for up to five (5) years.

3. **Advertisement of the Service.** The Client agrees to post information regarding the CM payment option in all locations where information about other payment options are available, including but not limited to Clients website, phone system, bills, coupons books, collection letters, and press releases at the expense of Client. CM will provide to Client inserts and signage at no cost. The Client also agrees to allow CM to place signage at the location describing the service, subject to approval by Client, which approval shall not be unreasonably held.

4. **Representation of the Parties.** CM represents that it is qualified by training and experience to perform the services as outlined in this agreement.

5. **Compensation for CM.** CM shall not be entitled to any compensation with respect to the service other than that set forth in Attachment "A" which is paid by the Payee and not the Client.

It is hereby agreed and understood that there are no Fees paid by the Client to EM for basic services (Attachment "B").

6. **Costs.** CM shall provide toll free numbers for communications between the Client and CM and between Payee and CM. CM will provide complete training for the Client at no cost to the Client. CM shall not be responsible for any other costs, expenses, fees or losses arising out of its performance under this agreement.
7. **State and Federal Taxes.** The client shall not be responsible for paying any state or federal taxes on CM's behalf.
8. **Reconciliation.** CM will make available a reconciliation report to the Client each business day for all transactions completed. The Client will have access to these transactions to use at their discretion. The amount to be paid to the Client will be forwarded to the Client's designated bank account within two business days.
9. **Independent Contractor.** CM shall perform all the services under this agreement as an independent contractor and not as an employee of the Client. CM understands and acknowledges that it shall not be entitled to any of the benefits of the Client Employee. The Client has the right to rely and does rely upon the expertise of CM to perform the services in a skillful and professional manner. CM agrees to perform the services in such a manner.
10. **Responsibilities of the Client.** The Client will follow the CM procedures for all transactions. The Client shall provide the equipment to receive and process reconciliation reports and transactions.
11. **Confidentiality and Nondisclosure.** Both parties agree that any information or data obtained, documents produced, or any other material which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of THE OTHER PARTY or as required by law or regulation.
12. **Notices.** Any notice or Consent required to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile to delivered to:

The Client (Agency Official)	CM Mr. Joe Helleny, President
Client Name	CourtMoney.com
Address	PO BOX 578
City, State, Zip Code	Marion, IL 62959
Fax Number	618-993-8734

Or at such other address or to such other person that the parties may from time to time designate under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. Mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

13. **Exclusive Agreement.** The client agrees that CM will be its only provider for this type of service during and for the term of this agreement.
14. **Termination.** The client may terminate this agreement at any time if CM is unable or unwilling to provide the Services described in this agreement or CM fails to promptly correct any

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ATTEST:

Sandra Collop
County Clerk

Stephanie Pugh
Presiding Commissioner