



SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Baldwin County Revenue Commissioner, 1705 US Hwy 31 S, Bay Minette, AL 36507 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments");

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services");

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency Identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment and may change the amount of the Convenience Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

K. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Certified's sole

Service Provider Agreement, continued

discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Convenience Fee is disputed by the cardholder, both the Agency payment and the Convenience fee payment will be refunded to the cardholder. In no case shall a Convenience Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/ta, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agree in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

F. Agency agrees that Certified will be the exclusive provider of fee-based electronic payment services and that Agency may not procure similar services from any other party during the Term of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Baldwin County Revenue Commissioner
1705 US Hwy 31 S
Bay Minette, AL 36507

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for three (3) years from the Effective Date of this Agreement ("Term"). Thereafter, the Term will automatically extend for consecutive one (1) year periods, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

L. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

N. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on February 19, 2019 (the "Effective Date").

AGENCY'S ACCEPTANCE:

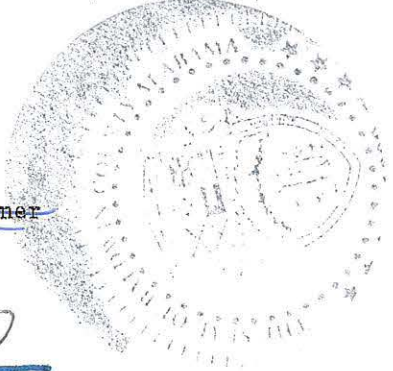
COUNTY NAME Baldwin County Revenue Commissioner

By: [Signature]
Agency Signature

Charles F. Gruber Chairman
Teddy J. Faust, Jr., Baldwin County Revenue Commissioner
Printed Name and Title

July 16, 2019
Date

Attest:
[Signature]
Wayne Dyess
County Administrator



CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: [Signature]
Authorized Representative

Sonya Thompson - Operations Coordinator
Printed Name and Title

10/17/19
Date

EXHIBIT A SCHEDULE OF FEES

~~Confidential~~

Initials
CFG

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

- A. 2.30 % or a minimum of \$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.
- B. ~~2.30~~ ¹ % or a minimum of \$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

2. Schedule of Equipment Cost.

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico IPP 320	\$ 230.00		\$
ID Tech USB Card Reader	\$ 55.00		\$
Other:	\$		\$
Equipment Total			\$

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

- ACH: Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

- Check #: _____
(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

AGENCY'S ACCEPTANCE:

AGENCY NAME: Baldwin County

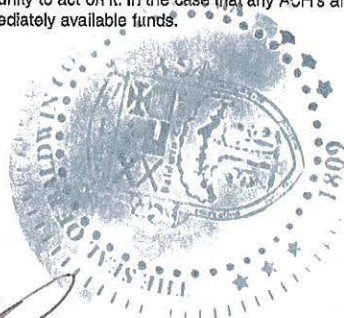
By: [Signature]
Agency Signature

4/16/19
Date

Charles F. Gruber
Printed Name and Title

Attest:

[Signature]
Wayne Dyess
County Administrator



CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: [Signature]
Authorized Representative

10/17/19
Date

Sonya Thompson - Operations Coordinator
Printed Name and Title

EXHIBIT B AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective February 19, 2019, amends and supplements the Baldwin County Revenue Commission Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Baldwin County Revenue Commission Agreement" shall mean the Agreement for American Express Card Services dated 02/19/2019, and any Amendment and/or Addendum to such Agreement whereby American Express and Baldwin County Revenue Commission have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Baldwin County Revenue Commission agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Baldwin County Revenue Commission Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Baldwin County Revenue Commission (as permitted by Baldwin County Revenue Commission). The parties further agree that the Baldwin County Revenue Commission Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Baldwin County Revenue Commission County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Baldwin County Revenue Commission shall be paid directly to Baldwin County Revenue Commission.

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Baldwin County Revenue Commission. Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Baldwin County Revenue Commission also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Baldwin County Revenue Commission payment of that Charge and the Convenience Fee will be charged back by American Express. Baldwin County Revenue Commission payments will be charged back to Baldwin County Revenue Commission. Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Baldwin County Revenue Commission.

Certified Payments will provide reports to Baldwin County Revenue Commission of any Chargebacks either prior to or on the day the Chargeback is posted to Baldwin County Revenue Commission's bank account. American Express will deduct any Chargebacks from amounts owed to Baldwin County Revenue Commission for Charges.

Reporting:

Certified Payments will provide reports to Baldwin County Revenue Commission that include all transactions, including Chargebacks and adjustments in a format agreeable to Baldwin County Revenue Commission.

Refunds:

Refunds will be processed through Baldwin County Revenue Commission agency's standard refund processes. The specific refund policy for each Baldwin County Revenue Commission agency will be posted on Baldwin County Revenue Commission agency's web site. American Express will accept proof of the refund via Baldwin County Revenue Commission agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Certified Payments or American Express be responsible hereunder for damages to Baldwin County Revenue Commission arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Baldwin County Revenue Commission Agreement and the Certified Payments Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the Individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

Date: _____

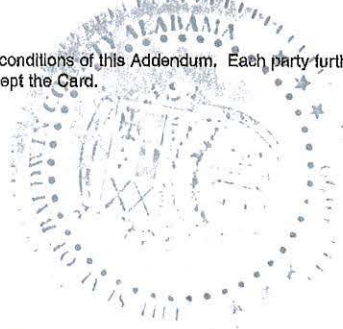
COUNTY NAME: Baldwin County Revenue Commissioner

By: CEC #126

Date: 7/16/19

Attest:

Warne Dyess
County Administrator



ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: [Signature]

Date: 10/7/19

For Internal Use Only

Loc. #: _____

**Addendum to Service Provider Agreement
and ACH Processing Services Agreement**

Agency Name: The Baldwin County Commission on behalf of the Baldwin County Revenue Commissioner

The Service Provider Agreement dated July 16, 2019 (the "Agreement") hereby amended as follows:

- The defined term of "Agency" shall mean The Baldwin County Commission on behalf of the Baldwin County Revenue Commissioner.
- Section 2E – This section is deleted in its entirety and revised to read as follows: "Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement."
- 3A – The first sentence of this section is revised to read as follows: "In addition to this Agreement, subject to approval by the Agency, Agency hereby agrees to the Merchant Processing Terms & Conditions..."
- 3B – This section is revised to read as follows: "Prior to Certified's commencement of the Services, and subject to the approval of the Agency, Agency will complete..."
- Section 3F is deleted in its entirety.
- 4A – A new sentence is added to this section after the first sentence to read as follows: "Notwithstanding any provision of this Agreement to the contrary, Certified agrees and acknowledges that Agency is a governmental entity and Agency shall have the right to disclose any information deemed necessary to comply with all applicable laws, rules and regulations."
- 4F – A new sentence is added to the end of this section to read as follows: "In that event, Certified shall remit all amounts owed to the Agency for any transaction."
- 4H – A new sentence is added to the end of this section to read as follows: "Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other party."
- 4J – The reference to "Texas" in this section is deleted and replaced with "Alabama."
- Exhibit A – Schedule of Fees – the second line item under the heading "Schedule of Convenience Fees" is deleted in its entirety.

The ACH Processing Services Agreement dated July 16, 2019 (the "ACH Agreement") hereby amended as follows:
All other provisions shall remain in full force and effect.

- The defined term of "Agency" shall mean The Baldwin County Commission on behalf of the Baldwin County Revenue Commissioner.
- 3A - The first sentence of this section is revised to read as follows: "In addition to this Agreement, subject to approval by the Agency, Agency hereby agrees to enter into any and all..."
- 3B – This is section is revised to add the following at the end of the sentence: ", subject to the approval of the Agency."
- 3D – The last sentence of this section is deleted in its entirety.
- 4A – A new sentence is added to this section after the first sentence to read as follows: "Notwithstanding any provision of this Agreement to the contrary, Certified agrees and acknowledges that Agency is a governmental entity and Agency shall have the right to disclose any information deemed necessary to comply with all applicable laws, rules and regulations."
- 4F – A new sentence is added to the end of this section to read as follows: "In that event, Certified shall remit all amounts owed to the Agency for any transaction."
- 4H – The following is added to the end of the last sentence as follows: ", with or without cause."
- 4J - The reference to "Texas" in this section is deleted and replaced with "Alabama."

By execution of this Addendum, the undersigned acknowledges and agrees that all other terms and provisions of the Agreement and the ACH Agreement shall remain in full force and effect except as amended hereby. This Addendum is limited to the amendment set forth herein and shall not constitute an amendment, modification, or waiver of any other provisions of the Agreement or the ACH Agreement. The undersigned further warrants and represents that they have the authority to execute this Addendum on behalf of the entity named herein and bind the entity to provisions herein.

Signature: Chris A...

Date: 9-12-19

Title: _____

Printed Name: Joseph M...

Company Name: _____

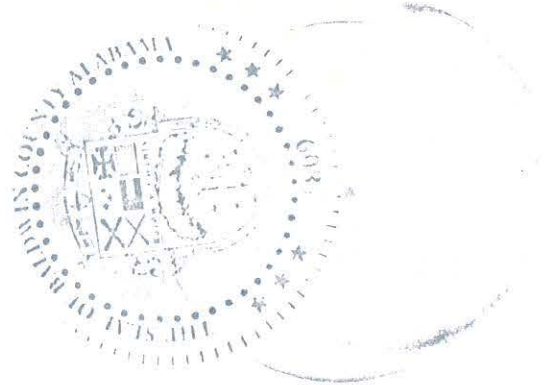
Approved by Certified: [Signature]

Attest:

[Signature]
Wayne Dycss
County Administrator

Date: 9-12-19

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ACH PROCESSING SERVICES AGREEMENT ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC, DBA Certified Payments, a Delaware limited liability company, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Baldwin County Revenue Corp, 1705 US Hwy 31 S, Bay Minette, AL 36507 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants");

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. **DEFINITIONS.** As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, for each Agency payment processed, Certified may charge Agency's Customers a Convenience Fee and/or may charge Agency a processing fee. The Convenience Fee, if any, will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers and/or Agency.

C. Certified will originate and transmit the Agency Payment and, if applicable, the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

- E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and, if applicable, the Convenience Fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.
- F. Certified will provide each Customer with electronic confirmation of the Agency Payment and any corresponding Convenience Fee.
- G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.
- H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to inflate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience Fees, if any, and any collection fees collected by it hereunder.
- I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.
- J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.
- K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS.

- A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the services hereunder.
- B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.
- C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.
- D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.
- E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. ADDITIONAL MATTERS

- A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.
- B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.
- C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.
- D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.
- E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.
- F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.
- G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: AGENCY NAME Baldwin County Revenue Commissioner
 ADDRESS 1705 US Hwy 31 S
 CITY, STATE ZIP Bay Minette, AL 36507

CERTIFIED PAYMENTS: Certified Payments
 Attn: General Counsel
 100 Throckmorton Street, Suite 200
 Fort Worth, TX 76102
 applications@certifiedpayments.net

- H. Term of Arrangement. This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications. This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on February 19, 2019

AGENCY'S ACCEPTANCE:

AGENCY NAME Baldwin County Revenue Commissioner

By: [Signature]

Agency Signature

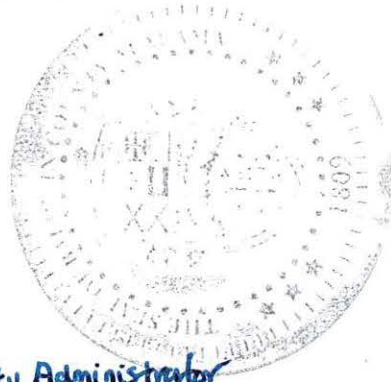
Charles F. Gruber, Chairman
Teddy J. Faust, Jr., Revenue Commissioner

Printed Name and Title

July 16, 2019
Date

Attest:

[Signature]
Wayne Dyess, County Administrator



CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: [Signature]

Authorized Representative

Sonya Thompson - Operations Coordinator

Printed Name and Title

10/7/19
Date

**EXHIBIT A
SCHEDULE OF FEES**

~~CONFIDENTIAL~~

Initials
CFG

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

\$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.

~~\$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.~~

AGENCY'S ACCEPTANCE:

AGENCY NAME Baldwin County Revenue Commissioner

By:

Agency Signature

Charles F. Gruber Chairman
Teddy J. Faust, Jr., Revenue Commissioner

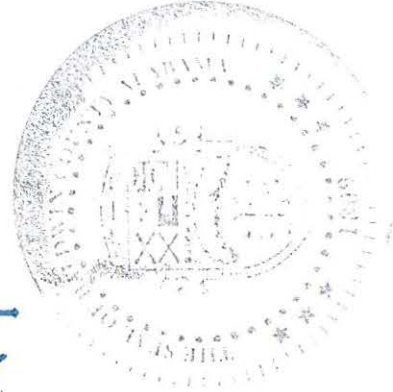
Printed Name and Title

July 11, 2019

Date

Attest:

Wayne Dyess
County Administrator



CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:

Authorized Representative

Sonya Thompson - Operations Coordinator

Printed Name and Title

10/7/19

Date

**EXHIBIT B
AGENCY BANK ACCOUNT**

Initials

CFG

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Baldwin County Revenue Commission BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: PNC Bank Bank Contact Name: Nicole Peska Contact Telephone/Fax/Email: 251-937-1210


Street Address: 511 D'Olive St City, State: Bay Minette, AL Zip Code 36507


Bank Routing Number: 073000108 Bank Account/DDA Number: 3028305029

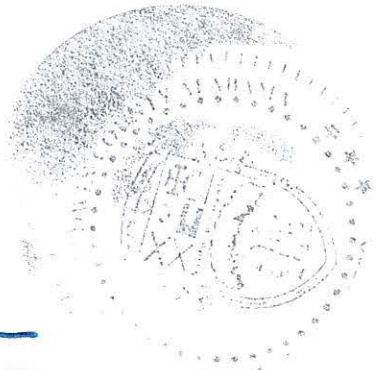
Name on Agency Bank Account: Baldwin County Revenue Commission

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
AGENCY NAME Baldwin County

By: 
Agency Signature
Charles F. Gruber
Teddy J. Faust, Jr., Revenue Commissioner
Printed Name and Title
July 16, 2019
Date

Attest:

Wayne Dyess
County Administrator



CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS
By: 
Authorized Representative
Sonya Thompson - Operations Coordinator
Printed Name and Title
10/7/19
Date