


**ORDER: ACCEPT AGREEMENT WITH CERTIFIED PAYMENTS FOR  
CREDIT CARD PROCESSING IN THE CIRCUIT CLERK'S OFFICE**


Motion was made by Larry Gillespie, duly seconded by Chad McLarty, to accept agreement with Certified Payments for credit card processing in the Circuit Clerk's office.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 4<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Mike Roberts, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wall, Chancery Clerk



## 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, L.L.C. with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Lafayette co MS Circuit  
1 Courthouse SQ Ste 1, Oxford/ MS/ 38855 ("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 8 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.

"Service 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 Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Service Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service 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 Service 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 Service 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 Service 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 discretion, may refund the corresponding Service 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

Service Provider Agreement, continued

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 Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service 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](http://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 agrees 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 purposes 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 is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

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: Lafayette co MS Circuit  
1 Courthouse SQ Ste 1  
Oxford/ MS/ 38655

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

Service Provider Agreement, continued

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for one (1) year 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.

K. 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.

L. 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 Mississippi.

M. 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.

N. 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.

O. 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.

P. 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 08/16, 2021 (the "Effective Date").

**AGENCY'S ACCEPTANCE:**

AGENCY NAME Lafayette co MS Circuit

By \_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**CERTIFIED'S ACCEPTANCE:**

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

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCHEDULE OF FEES**  
**Confidential**

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. 2.35 % or a minimum of \$ 1.50 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. 2.35 % or a minimum of \$ 1.50 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.

**2. Schedule of Equipment Cost.**

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico IPP 320	\$ 230.00	2	\$ 460.00
ID Tech USB Card Reader	\$ 65.00		\$
Other	\$		\$
Equipment Total		2	\$ 460.00

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: Agency Name

By: \_\_\_\_\_  
Agency Signature Date

\_\_\_\_\_  
Printed Name and Title

**CERTIFIED'S ACCEPTANCE:**

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

By: \_\_\_\_\_  
Authorized Representative Date

Sonya Thompson Operations Coordinator  
Printed Name and Title



## BUREAU ACCOUNT SETUP FORM

HEATLITH SYSTEMS, INC. (HESI) 11111

To better serve you, please complete the following questions to the best of your knowledge. If you need assistance completing this form, you may contact your sales representative or a member of our Account Executive Team at (866)539-2020.

Federal Tax ID:	Bureau Name: <b>Lafayette co MS Circuit</b>	
Physical Address (No PO Boxes): <b>1 Courthouse Sq Ste 101</b>	City/State: <b>Oxford/ MS</b>	Zip: <b>38655</b>
Phone: <b>662-234-4951</b>	Fax: <b>662-236-0238</b>	
City Website:	Current Payment Website:	

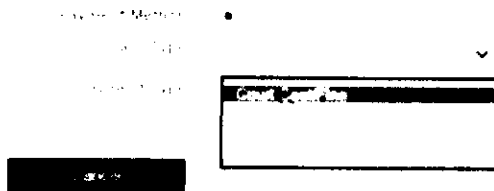
User Administrator (First & Last Name):	Title:	Phone:	Email:
Notices & Changes (First & Last Name):	Title:	Phone:	Email:
Chargebacks (First & Last Name):	Title:	Phone:	Email:

Tax: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Motor Vehicle: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Court/Clerk: <input checked="" type="checkbox"/> CNT <input type="checkbox"/> WEB	
Utility: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Justice of the Peace: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Other (Please describe): <input type="checkbox"/> CNT <input type="checkbox"/> WEB	
Average Ticket Size: \$ <b>130.00</b>	High Ticket Size: \$	Average Monthly Volume: \$	High Monthly Volume: \$
Annual Volume: <input type="checkbox"/> Credit Card <input type="checkbox"/> Gross Collections (Cash, Check and Credit Card) \$ <b>100,000</b>	# of Payment Stations:	Payment Acceptance Hours:	
If available, please provide previous processing statements detailing your current processing volumes			

<b>IVR System – English/Spanish Telephone Payments</b> <input type="checkbox"/> Yes <input type="checkbox"/> No * If nothing is selected, the Bureau will be enabled for the IVR system	<b>WEB – Online Payments</b> Please provide the location where consumer payments will originate. If your website is hosted, please contact your provider and obtain the re-direct link, and we will publish the link to our consumer website so that all payments may be completed and posted through your hosted site. <input type="checkbox"/> Certified Payments Consumer Website <input type="checkbox"/> Bureau Website <input type="checkbox"/> Other Website
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Certified Payments has the ability to customize our consumer website so that it will collect detailed payment information specific to each Bureau's needs. If you accept multiple types of payments, we can customize your Bureau's setup with a drop down menu, which will contain a list of options for the consumer to select when making a payment. These options will assist the Bureau in accounting for different payment types and applying payments appropriately within the Bureau's systems. Following is an example of what those drop down options may look like.

## PAYMENT AMOUNT



Using the example above, please provide your list of Payment Types and Reference Number Descriptor, and we will customize your Bureau information accordingly.

Payment Type (e.g. Property Taxes, Vehicle Taxes, Vehicle Registration, etc.):

CRIMINAL CNT

CRIMINAL ONLINE

DRUG COURT CNT

DRUG COURT ONLINE

Reference Number (e.g. Case #, Cause #, Ticket #, VIN #, etc.):

Additional space provided at the end of the document.

Please provide information for any 3<sup>rd</sup> party software company (the application name and the version) utilized for account management and payment. If integration is required between this 3<sup>rd</sup> party software company and Certified Payments, please provide the point of contact for this vendor.

Software Vendor Name:

Technical Contact (First & Last Name):

Phone:

Email:



Shipping Address (if different from above):		City/State:	Zip:
Administrative-level Technical Contact is required for EMV Equipment Installations			
Technical Contact (First & Last Name):		Phone:	
Email:		Preferred Method and Time of Contact:	
Utilizing Certified Payments' EMV solution requires you meet the following minimum technical requirements. Please confirm with your IT Department that your PC's meet these requirements and acknowledge accordingly by checking the boxes below			
<input type="checkbox"/> Windows 7, Windows 8 or Windows 10			
<input type="checkbox"/> USB Port for powering the EMV Reader			
<input type="checkbox"/> Latest version of Internet Explorer, Firefox, or Chrome Internet browsers			
<input type="checkbox"/> EMV Solution cannot be installed on RTS Work Stations (TX ONLY), must be a stand-alone			
<input type="checkbox"/> PC Firewall must be updated to accept and allow the URL <a href="https://emvs.first-american.net/api/EMV/AuthRequest:9999">https://emvs.first-american.net/api/EMV/AuthRequest:9999</a>			

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits or initiate wire transfers for the payment of settlements due to and from the Agency listed below and provides and confirms the following Agency Bank Account for such purposes:		
Bank Name:	Bank Contact Name:	Bank Phone/Email:
Bank Address:	Bank City/State:	Bank Zip Code:
Bank Routing Number:	Agency's Bank Account/DDA Number:	
Name as it appears on Agency Bank Account:	Date Bank Account Opened:	
*PLEASE PROVIDE A COPY OF A VOIDED CHECK BANK LETTER (MOST BE ON BANK LETTERHEAD) ON THE ABOVE-REFERENCED BANK ACCOUNT*		

AGENCY'S ACCEPTANCE

By: \_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

CERTIFIED PAYMENT'S ACCEPTANCE

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date