

AGENDA ITEM 32

Consider approving contract with Select Payment Corporation to be able to do eChecks on line for property tax payments.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Select Payment Corporation to process eChecks on-line for property tax payments.

Vote: **4 – 0. Commissioner Limmer was absent from the dais.**

< Attachment >



ACH SERVICES AGREEMENT

THIS ACH SERVICES AGREEMENT (the "Agreement") is made by and between, **SELECT PAYMENT PROCESSING, INC.**, a Delaware corporation ("SPP") and the undersigned ("Governmental Entity").

RECITALS

A. SPP and its affiliates provide verification and Automated Clearing House ("ACH") services (the "Services") to the Governmental entity engaged in the selling of goods or services and/or the collection of taxes and fee's.

B. Governmental entity is lawfully engaged in the business of selling goods or services and/or the collection of taxes from third parties (a "Checkwriter") who is an Originator that initiates ACH entries.

C. Governmental entity desires that SPP provide the Services as set out in this Agreement.

For and in consideration of the mutual covenants and agreements herein contained, SPP and Governmental entity, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Unless otherwise provided, all capitalized terms used in this Agreement have the meaning as in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES. SPP shall provide various Services as selected by the Governmental entity. Governmental entity shall utilize and access the selected Services in accordance with the practices and procedures established by SPP from time to time, which may be amended upon thirty (30) days prior written notice (except where such change is required by applicable law or Rule).

3. AGREEMENTS OF GOVERNMENTAL ENTITY

a. THE GOVERNMENTAL ENTITY ACCOUNT. Governmental entity agrees to immediately reimburse SPP for any shortfalls that occur due to non-sufficient funds in the commercial demand deposit checking accounts designated by Governmental entity for use in conjunction with ACH Services (the "Governmental Entity Accounts"). SPP reserves the right to delay the availability of funds for deposit to Governmental entity Accounts if in its sole discretion SPP deems itself at financial risk.

b. RIGHT OF SETOFF. Governmental Entity hereby acknowledges and agrees that SPP shall have a right of setoff against any and all fees, Returns and Refunds owed SPP by Governmental entity under this Agreement.

Governmental entity _____

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c. **PAYMENT.** There is no charge to the Governmental entity for this service. The Checkwriter will pay the convenience fee for services provided by SPP. If the Governmental entity chooses other payment services not covered by the convenience fee, the following will apply; Governmental entity acknowledges and agrees to pay the fees, penalties and charges for those Services. Fees not collected within the month of billing will accrue interest at the maximum rate allowed by law per month beginning on the first day of the month following the billing month until all fees and accrued interest are paid in full.

4. **NACHA RULES AND COMPLIANCE BY GOVERNMENTAL ENTITY.** Governmental entity agrees to comply with the then current NACHA rules and regulations ("**Rules**"), which are made a part hereof and incorporated herein by reference. SPP reserves the right to request, from time to time, documentation indicating Governmental entity is in compliance with any and all current NACHA regulations.

5. **GENERAL TERMS.**

a. **ODFI INDEMNIFICATION.** SPP and Governmental entity hereby acknowledge and agree that ODFI's role, in providing the Services contemplated herein, is limited to providing access to the ACH Network and, in certain circumstances, serving as a depository financial institution and that ODFI has no control over the origination of any ACH entry nor is ODFI responsible for providing the other Services set forth in this Agreement. SPP and Governmental entity hereby agree to indemnify and hold harmless ODFI from and against all claims, actions, losses and expenses, including attorneys' fees and costs arising from, related to, or in connection with, any error or omission or alleged error or omission of SPP and/or Governmental entity or for any breach by SPP and/or Governmental entity of any of the terms of this Agreement. These indemnifications shall survive the termination of this Agreement.

b. **TERMINATION.** This Agreement shall have an initial term of twelve (12) months from and after the Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for additional consecutive twelve (12) month terms unless either party gives written notice of its election not to renew to the other party no later than thirty (30) calendar days prior to the end of the current term, whether the initial term or any renewal term. All obligations of Governmental entity shall survive the termination of this Agreement. SPP agrees to refund any remaining Settlement Reserve balance within ninety (90) days following termination of Governmental entity account.

c. **JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas as to all matters including validity, construction, effect, performance and remedies without giving effect to the principles of choice of law thereof. The parties further agree that all performance due and transactions undertaken pursuant to this Agreement shall be deemed to be due or have occurred in Dallas, Texas, and that the entry into and performance hereof by Governmental entity shall be conclusively deemed to be the transaction of business within the State of Texas.

d. **WARRANTY OF APPLICATION.** In connection with this Agreement, Governmental entity has executed and delivered an application to SPP containing, among other things, information describing the nature of Governmental entity business and, where applicable, the individuals who are Governmental entity principal administrators. Governmental entity warrants to SPP that all information and statements contained in such application are true, correct, and complete. Governmental entity further agrees to notify SPP promptly of any changes which may occur from time to time regarding any information contained in such application, including, but not limited to, the identity of the principal administrators, type of goods and services, and or the collection of taxes and fee's.

e. **INDEMNIFICATION**. Governmental entity shall indemnify and hold SPP, its affiliates, officers, directors and employees ("**Covered Parties**"), harmless from and against all claims, actions, losses and expenses, including attorney's fees and costs, incurred by SPP, its affiliates, officers, directors and employees, arising out of, related to or in connection with this Agreement or the Services, except those arising by reason of the negligence or misconduct of Covered Parties. This indemnification shall survive the termination of this Agreement. Governmental entity hereby acknowledges and agrees that (a) SPP does not guarantee the completeness or accuracy of the information provided by Governmental entity from the third party database, and (b) SPP shall have no liability to Governmental entity for any invalid Checkwriter information or Checkwriter checks returned unpaid to Governmental entity.

f. **NOTICE**. Any notice required or permitted hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to the respective parties at the address set forth below, or at such other address as the receiving party may have provided to the other party.

g. **ASSIGNMENT**. This Agreement may not be assigned either voluntarily or by operation of law without the prior written consent of SPP. Governmental entity also acknowledges and agrees that SPP may assign or otherwise transfer this Agreement at its sole discretion, as it deems necessary or appropriate.

h. **LEGAL FEES**. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

i. **HEADINGS**. The headings listed after each section number in this Agreement are inserted for convenience only and do not constitute a part of this Agreement and are not to be considered in connection with the interpretation or enforcement of this Agreement.

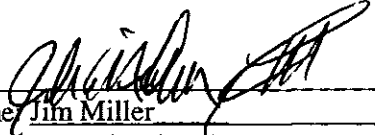
j. **FORCE MAJEURE**. If performance by SPP, ODFI or their affiliates, of any Service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of, among other things, labor disputes, strikes, acts of God, fire, floods, lightning, earthquakes, severe weather, utility or communications failures, failures of the ODFI or the ACH network, computer associated outages or delay in receiving electronic data, war, civil commotion, or any law, order or regulation, etc. having legal effect, then SPP, ODFI and their affiliates shall be excused from their performance hereunder to the extent of the prevention, restriction, delay or interference.

k. **ENTIRE AGREEMENT**. This Agreement, including the fee structure and any exhibits, and the practices and procedures adopted by SPP from time to time for the use of the Services shall constitute a fully integrated agreement and set forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and all prior or contemporaneous negotiations, conversations, discussions, correspondence, memorandums and agreements between the parties concerning the subject matter are merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date signed by an authorized agent of Select Payment Processing, Inc.

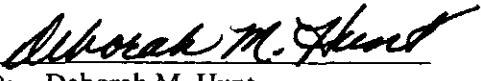
SELECT PAYMENT PROCESSING, INC.

5605 N. MacArthur Blvd., Ste 655
Irving, Texas 75038

By: 
Name: Jim Miller
Title: EVP Sales Operations
Date: 10/2/2002

GOVERNMENTAL ENTITY:

Name: Williamson County Tax Assessor-Collector
Address: 710 S. Main Street, Suite 102
City, State, Zip: Georgetown, Texas 78626

Signature: 
Name (print): Deborah M. Hunt
Title: Tax Assessor - Collector
Date: _____

Signature: _____
Name (print): John Doerfler
Title: Williamson County Judge
Date: _____

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Governmental entity _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date signed by an authorized agent of Select Payment Processing, Inc.

SELECT PAYMENT PROCESSING, INC.

5605 N. MacArthur Blvd., Ste 655
Irving, Texas 75038

By: _____

Name: Jim MillerTitle: EVP Sales OperationsDate: 10/2/2002**GOVERNMENTAL ENTITY:**Name: Williamson County Tax Assessor-CollectorAddress: 710 S. Main Street, Suite 102City, State, Zip: Georgetown, Texas 78626

Signature: _____

Name (print): Deborah M. HuntTitle: Tax Assessor - Collector

Date: _____

Signature: _____

Name (print): John DoerflerTitle: Williamson County JudgeDate: 10-15-02

DALLAS 1141248v6

Governmental entity _____

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AGENDA ITEM 33

Consider approving a contract with Brushy Creek Water and Control District No. 1 of Williamson and Milam Counties for collection of taxes.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Brushy Creek Water and Control District No. 1 of Williamson and Milam Counties for collection of taxes.

Vote: 4 – 0. **Commissioner Limmer was absent from the dais.**

< Attachment >

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES desires to levy an ad valorem tax in each fiscal year, and

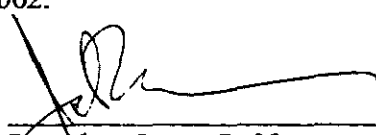
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors OF THE BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES THAT:

The President of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES is hereby authorized and directed to enter into a contract on behalf of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES on the 21st day of August, 2002.



President James R. Nuse

BRUSHY CREEK WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1A OF
WILLIAMSON AND MILAM COUNTIES

ATTEST:



Secretary Daron Butler

BRUSHY CREEK WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1A OF
WILLIAMSON AND MILAM COUNTIES