

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 16**

Discuss and consider overall preliminary plat approval of Russell Park Estates.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the preliminary plat of Russell Park Estates.

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

**AGENDA ITEM 17**

Discuss and consider preliminary plat approval of Wood Acres.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat of Wood Acres.

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

**AGENDA ITEM 18**

Consider approving contract with Accelerated Payments for credit card payments for Tax Assessor/Collector.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve a contract with Accelerated Payments for credit card payments for the Tax Assessor/Collector.

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

< Attachment >



Another Cardtranz.net Service...

13740 Midway Road, Suite 702  
Dallas, TX 75244

Phone: 972-392-4565  
Fax: 972-392-4655

To: Williamson County

RE: Letter of Understanding for Services

Ladies and Gentlemen:

This letter confirms the terms agreed upon by Cardtranz, Inc., dba Certified Payments.net, ("Service Provider") and Williamson County ("Agency"), pursuant to which Service Provider will provide credit card payment services (the "Services") to individuals or entities ("Citizens") attempting to make the payments to Agency ("Agency Payments").

A. Service Provider Provision of the Services: Service Provider shall provide the Services in accordance with the following guidelines:

- Service Provider shall provide Citizens the opportunity to make Agency Payments by credit card and "pin-less" debit card through the Agency website and by contacting the Agency directly via telephone.
- Service Provider shall, on behalf of Agency, collect and process Agency Payments from Citizens using MasterCard® and VISA®.
- Service Provider shall begin providing the Services to Citizens on a date to be mutually agreed upon by Service Provider and Agency.
- Service Provider may charge Citizens a "convenience fee" for each Card transaction processed (the "Convenience Fee"), to be collected in addition to the corresponding Agency Payment. A schedule of the Convenience Fees is attached to this letter as Exhibit A, and Service Provider may amend this schedule at any time upon prior written notice to Agency.
- Except for any fees to be paid by Agency as set forth in Exhibit A, Service Provider shall not charge Agency a fee in consideration for Service Provider providing the Services to Citizens as contemplated by this letter. Enhancements to the Services or additional services not provided for in this letter, and any related fees payable by Agency in connection therewith, will be mutually agreed upon by Provider and Agency.
- With respect to all "refund" Card transactions that are substantiated by a Card holder and approved by an authorized representative of Service Provider and Agency: (i) Service Provider shall refund to the Cardholder the corresponding Agency Payment and Convenience Fee; and (ii) shall

debit the Agency's depository bank account (the "Agency Bank Account") for the amount of the corresponding Agency Payment.

- With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Service Provider has been charged by the relevant Card issuer, Service Provider shall debit the Agency Bank Account for the amount of the corresponding Agency Payment.
- Service Provider shall settle Agency Payment transactions to the appropriate Card organizations, and forward all Agency Payments to the Agency Bank Account. Service Provider shall retain all Convenience Fees collected by it hereunder. In the event that Service Provider is unable to collect all amounts owed by Agency hereunder through debiting the Agency Bank Account, Agency shall promptly pay all owed amounts to Service Provider in immediately available funds.
- Service Provider will notify each Citizen of the dollar amount of all Agency Payments and convenience fees to be charged to his/her Card and obtain the Citizen's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
- Service Provider will provide Citizens with electronic confirmation of Card transactions.
- Service Provider will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur, and balance and reconcile electronically captured transactions on a daily basis.
- Service Provider will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
- Service Provider will arrange for line merchant descriptors for the Agency Payment that references the name of Agency and the Convenience Fee.
- Service Provider will provide Agency with reports summarizing use of the Services by Citizens for a given reporting period.
- Service Provider will provide Agency with the capability to import Card data utilizing Microsoft Excel, Access or flat file to update Agency's internal database.

**B. Agency's Obligations:** In order to provide the Services as outlined in this letter, Agency will be required to comply with the following guidelines:

- Prior to Service Provider's commencement of the Services, Agency will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
- Other than permitting Service Provider to charge the Convenience Fees in accordance with this Agreement, Agency will not impose any surcharge

or other penalty on Card transactions made by Citizens for Agency Payments.

- Prior to Service Provider's commencement of the Services, Agency will provide Service Provider with the electronic deposit instructions necessary for funds settlement.
- Agency will reimburse Service Provider for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Service Provider and Agency. Agency will provide to Service Provider all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
- Agency will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Agency's daily operations.
- Agency will not require, as a condition to making an Agency Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
- Agency will promote the Services to its Citizens. These promotions shall include publishing the relevant telephone number and URL for Agency Website or Provider Website on all tax instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, utility bills as applicable, and all related marketing materials. Agency will obtain Service Provider's consent prior to publishing any materials that reference the Services and/or Service Provider.

#### **C. Additional Matters**

- **Confidentiality.** Agency will not disclose to any third party or use for any purpose inconsistent with this letter, any confidential or proprietary non-public information it obtains during the term of this Agreement about Service Provider's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Service Provider will not disclose to any third party or use for any purpose inconsistent with this letter any confidential Citizen information it receives in connection with its performance of the Services, except that Service Provider may use personal information provided by Citizens to establish and maintain individual user accounts requested to be established by such Citizens with Service Provider.
- **Intellectual Property.** In order that Agency may promote the Services and Service Provider role in providing the Services, Service Provider grants to Agency a revocable, non-exclusive, royalty-free license to use Service Provider's logo and other service marks (the "Service Provider Marks") for such purpose only. Agency does not have any other 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 Service Provider on the Service Provider Website) or other intellectual property right of Service Provider. All Marks and the System and all rights therein (other than rights expressly granted in this letter) and goodwill pertaining thereto belong exclusively to Service Provider.

- **Force Majeure.** Service Provider will be excused from performing the Services as contemplated by this letter to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Service Provider's reasonable control and that do not involve either fault or judgment of the Service Provider.
- **Remedies.** Agency's sole remedy in the event of Service Provider's failure to perform the Services in accordance with the guidelines set forth herein shall be to terminate the arrangement contemplated by this letter.
- **Term of Arrangement.** The arrangement contemplated by this letter shall continue from the date of this letter until 30 days after such time as either Service Provider or Agency has notified the other party in writing of its decision to terminate this arrangement.
- **Termination:** Service Provider's performance of this Agreement is subject to the rules and regulations of MasterCard, Visa or other credit/debit card bylaws, rules and regulations, and federal, state or local laws or regulations applicable to the Service. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard, or other credit or debit card company to terminate, shall be immediate upon such event.

**Accepted**

Agency Name Williamson County

By: John C. Dauphin Title: County Judge Date: 6-24-03

**Accepted**

Cardtranz, Inc. dba Certified Payments.net

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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# Convenience Fee Schedules

Texas Tax Collectors Exhibit A

## Vehicle Registration

Payment Amount		Fee
From	To	
\$35	Any Amount	4%

## Tax Payment Options Only

Payment Amount		Fee
From	To	
\$0	\$9,999	2.75%
\$9,999	Any Amount	2.50%



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**Merchant Deposit Instructions**

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits or wire transfers for the payment of settlements due to and from the agency listed below. The undersigned authority has supplied and confirmed the bank account information provided.

Entity Name \_\_\_\_\_  
Entity Address \_\_\_\_\_  
Entity Phone Number \_\_\_\_\_  
Entity Fax Number \_\_\_\_\_  
Entity Federal Tax ID # \_\_\_\_\_

**Bank Account Information – must include a copy of a voided check or letter from bank.**

Bank Account Number (DDA) \_\_\_\_\_  
Bank Account Routing Number (ABA) \_\_\_\_\_  
Account Name – must match agency name \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Bank Address \_\_\_\_\_

Bank Phone Number \_\_\_\_\_  
Bank Contact \_\_\_\_\_

**Accepted by Entity Authorized Signer**

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Accepted by Certified Payments**

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**AGENDA ITEM 19****Discuss and take appropriate action on the renewal of the MVBA (delinquent tax attorneys) contract.**

Tax Assessor/Collector Deborah Hunt and Harvey Allen of McCreary, Veselka, Bragg & Allen discussed the contract. Ms. Hunt noted that Williamson County has one of the highest collection rates in the state, and attributed some of that success to the diligence of the law firm, that has been working with the county for six years.

Mr. Allen explained that the two major changes in the contract were to increase the contract from 3 years to 4 years, and to allow the firm to collect an increased fee from delinquent taxpayers to offset a possible reduction in revenue caused by lower school tax rates proposed by the legislature, and only takes effect if the legislation is passed.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the renewal of the contract for delinquent tax collection with McCreary, Veselka, Bragg & Allen.

Vote: 4 – 1. **Commissioner Heiligenstein voted against the motion, due to lack of time to review the contract, which was just presented to the court.**

< Attachment >