

Merchant Credit/Debit Card Agreement

This agreement is made on this _____ day of _____, 2017 between Business Information Systems (COMPANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and Warren County North Carolina Tax Department (CLIENT).

- WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and
- WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and
- NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

SCOPE OF WORK

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards and e-checks by CLIENT. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, and e-check via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

Payment Terms:

- COMPANY will charge 2.6% for Credit and \$3.95 for Visa Debit transactions, and \$2.50 for online electronic check transactions processed by the COMPANY for any other collections which will be collected directly from CLIENT's customers via the web site. Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

Performance. COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

Statement of Work (SOW). If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("**SOW**") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Policies. See "Attachment B" for BIS Refund Policies regarding commerce interchange.



Business Information Systems
333 Industrial Park Road
Piney Flats, Tennessee 37686
1-866-514-5192

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1. INDEMNITY

Business Information Systems will indemnify and hold the County harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

3. TERM AND TERMINATION

This agreement shall commence on July 1st, 2017, and shall continue in full force and effect for a period of five (5) years. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of North Carolina.

8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.



10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or its customers while performing the services stated within this agreement. "**Confidential Information**" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("**Third Party Information**"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.

14. NON-APPROPRIATION CLAUSE

Vendor acknowledges that Warren County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Warren County's obligations under this contract, then this contract shall automatically expire without penalty to Warren County thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that Warren County shall not activate this non-appropriation provision



for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Warren County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Warren County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Warren County upon written notice to Vendor of such limitation or change in Warren County's legal authority.

15. COMPLIANCE WITH E-VERIFY REQUIREMENTS

The Vendor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

16. IRAN DIVESTMENT ACT CERTIFICATION

Vendor hereby certifies that Vendor is not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Vendor shall not utilize any subcontractor/vendor that is identified on the List.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (BIS)

CLIENT

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

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Print

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

Finance Director



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ATTACHMENT A
STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "SOW") is entered into by and between the undersigned CLIENT and COMPANY pursuant to the Agreement (the "Agreement") governing the following Project:

Customer:	Warren County NC Tax Department
BIS Project Name:	Credit Card Processing and Terra Tax Integration

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

1 Project Description

This Project is the Online and Over-the-counter Payment System for credit card and debit card and e-checks.

2 Scope of Services

- Process all credit card/debit card and e-check transactions as merchant
- On-line payments will be posted real-time by BIS as agreed upon
- Provide CLIENT with transaction reporting tools
- Setup, host, and support your on-line account inquiry and payment website; BIS reserves the right to make final decision on web site setup, additions, changes, etc., requested.
- CLIENT's members will be able to access up-to-date account information via website.

3 Deliverables

The Project will be delivered as a complete service for processing credit cards through a secure web site portal accessible from the CLIENT's portion of the Webfeepay.com web site hosted by BIS. The CLIENT will have the ability to log onto the online service for retrieving transactions files and for reporting of transactions for reconciliation of transactions.

4 Duration of Services

This Project will be started at the date of contract signing. The "Go Live" date for online credit card acceptance will commence when CLIENT's web site portion of Webtaxpay.com is complete and signed off by CLIENT and will continue until termination of contract.



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ATTACHMENT B

Commerce Interchange Refund Policies

Refunds

BIS will only refund or be responsible for transactions that are caused through system error. Fraudulent payments, disputed payments, overpayments, multiple payments, and other user errors will be the responsibility of CLIENT for settling refunds or credits. BIS' sole responsibility is as the payment processor and does not offer fund guarantees or collection services. BIS will assist CLIENT in any payment disputes that may arise through this service.

Any and all requests for transaction Refunds must be submitted via support request to BIS. Requests made via email will not be processed.

CLIENT must designate at least two (2) staff employees who are authorized to request a Refund. For security reasons, only authorized designees requests will be processed. All requests must be verified by sending an email through an authorized email account.

Refunding Procedure:

A refund request by an authorized person must be submitted with:

- Date of transaction (not date of payment).
- Name of end user.
- The transaction number and/or the last four (4) digits of the Credit Card. For security purposes please only include the last 4 digits of the Credit Card.
- The account number should be submitted. The customer who is doing the transaction may not be the same as the person paying for the transaction.
- A valid reason for a return.

Please list the authorized employees:

Name: Yvonne Sharps Email: yvonne.sharps@warrencountync.gov
Name: Gladys Durham Email: gladys.durham@warrencounty.gov
Name: Alma J. Wilson Email: jane.wilson@warrencountync.gov
Name: Courtney Richardson Email: courtney.richardson@warrencountync.gov



ATTACHMENT C

Client Information

Tax ID number: 56-6000348

Please fill out and return the following questionnaire to BIS via email, mail or fax to:

OnlineServices@bisonline.com, or Fax 866-855-5999 BIS 333 Industrial Park Road, Piney Flats, TN 37686**Customer Information:**

Entity Name: <u>County of Warren</u>		Office Hours: <u>8:30-5:00</u>	
Mailing Address: <u>117 S. Main St.</u>			
City: <u>Warrenton</u>		State: <u>NC</u>	Zip Code: <u>27589</u>
Phone Number: <u>252-257-3337</u>		Fax Number: <u>252-257-9369</u>	
Office Contact: <u>Starlin</u>		Email: <u>starlinbeatty@warrencounty.nc.gov</u>	
Computer Vendor/ Administrator Name:			Phone Number:
Type of Systems Online:			

Banking Information:

Bank Name and Office Used: <u>First Citizens Bank + Trust Co.</u>			
Mailing Address: <u>205 N. Main Street</u>			
City: <u>Warrenton</u>		State: <u>NC</u>	Zip Code: <u>27589</u>
Phone Number: <u>252-257-2421</u>		Fax Number: <u>252-257-4586</u>	
Routing Number: (Must be 9 digits) <u>053100300</u>			Account Number: <u>004255000333</u>
2 nd Bank Name and Office Used:			
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Routing Number: (Must be 9 digits)			Account Number:
3 rd Bank Name and Office Used:			
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Routing Number: (Must be 9 digits)			Account Number:

Please fill out each bank account your office uses and specify the office. (Ex: Tax Collection, Courts, Sanitation.)



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ATTACHMENT D

Banking Change Request Policy

Banking Changes

BIS will only change banking information when the request is received from and verified by an authorized account administrator that has been designated by the CLIENT.

CLIENT must designate at least two (2) staff employees who are authorized to request a Banking Change. For security reasons, only authorized designees requests will be processed.

Any and all requests for Banking Changes must be submitted via support request to BIS via email, fax or mail:

- OnlineServices@bisonline.com
- Fax: 866-855-5999
- Mailing Address: 333 Industrial Park Road, Piney Flats, TN 37686.

All requests once received by BIS will also be verified by phone.

Banking Change Request Procedure:

- CLIENT must obtain a Change Request Form from BIS
- CLIENT must email, fax or mail the Change Request Form to BIS Support
- BIS shall verify the request information by calling CLIENT's authorized account administrator.
- Once verified, BIS shall process the Change Request

Please list the authorized personnel:

Name	Email	Phone
Jamie Holtzman	jamieholtzman@warrencountync.gov	252-257-1778
Brittany Williams	brittanywilliams@warrencountync.gov	252-257-1778

