

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 6th, 2018 8th DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Conference Room at 12:15 p.m. with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 12:15 p.m.

Also present: Melanie Smith, Taney County Treasurer

PAYMENT PROCESSING AGREEMENT FILE #18-010T

Presiding Commissioner Scofield read a letter from Travis Elliot, Taney County Commission Attorney, dated February 2nd, 2018 who reviewed the agreement and approved the agreement to form with verbiage added.

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of 27 January, 2018 (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party") a California corporation and Taney County ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL
The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by AGENCY and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply.

2. USAGE
2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided in its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, retransmit, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.
2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP
All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

22. HEADINGS
The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS
This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE: _____ AGENCY: _____
Name: _____ Name: Mike Scofield
Title: _____ Title: Taney County Presiding Commissioner

ATTEST

On this 29th day of January, 2018, before me personally appeared Mike Scofield, Presiding Commissioner, and said Commissioner acknowledged said instrument to be their free act and deed on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Payment Processing Agreement, made and entered into by the Taney County Commission and signed on this 29th day of January, 2018.

Donna Neeley
Donna Neeley
Clerk of the Taney County Commission

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Payment Processing Agreement, is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation, if any, incurred by the terms of this Payment Processing Agreement.

By: Rick Findley
Rick Findley
Taney County Auditor

Date: 2-6-18

Commissioner Wyatt made a motion to approve the agreement between Forte and Taney County for the purpose of processing credit cards for the Taney County Animal Control Center and the Transfer Station. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN

12:25 p.m.

The Minutes were taken and typed by Deputy Clerk April Deal