

RESOLUTION NO. 20-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO AUTHORIZE
THE VILLAGE TO ENTER INTO AN AGREEMENT
WITH COURTMONEY (a/k/a Moneta Enterprises LLC)**

WHEREAS, the Village of Dupo, St. Clair County, Illinois ("Village"), is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 6, 2020, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the Mayor and the Board of Trustees ("Corporate Authorities") of the Village have determined that it is in the best interests of the Village and its citizens to allow for the Village's utility customers the option of being able to pay their Village utility bills on-line/remotely; and

WHEREAS, the Village has evaluated the on-line/remote pay provider COURTMONEY a/k/a Moneta Enterprises LLC and the services it provides; and

WHEREAS, the Village and COURTMONEY a/k/a Moneta Enterprises LLC desire to enter into an Agreement, set forth in that form attached hereto as **Exhibit A**, in which COURTMONEY is to provide a technology service for the purpose of processing the Village's utility customers' payments via credit or debit card on-line/remotely; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois have, after review of the Agreement (**Exhibit A**), have determined that entering into the Agreement and providing the on-line/remote pay option to the Village's utility customers to be in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the entering into the Agreement (**Exhibit A**) by the Mayor on behalf of the Village of Dupo, Illinois; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing recitals are hereby incorporated herein as findings of the Mayor and Board of Trustees of the Village.

2. That the Corporate Authorities hereby approve of the Agreement in that form contained in **Exhibit A** attached hereto and authorize the Village to enter into the Agreement.

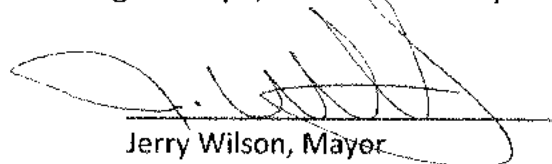
3. That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, shall execute the Agreement (**Exhibit A**) and such other documents necessary for the entering into said Agreement.

4. That the Mayor and Village Clerk of the Village of Dupo, Illinois are authorized to provide any such additional information and take such additional action as may be required to accomplish the Agreement.

ADOPTED AND APPROVED this 6TH day of April 2020 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	-----	-----
Ben Kenner	X	---	-----	-----
James Smith	X	---	-----	-----
Joe Basinski	X	---	-----	-----
Ken Phillips	X	---	-----	-----
Kerry Foster	X	---	-----	-----

PASSED AND APPROVED by the Mayor of the Village of Dupo, Illinois this 6th day of April 2020.



 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST:


 MARK NADLER, VILLAGE CLERK

(SEAL)

[End of document.]

EXHIBIT A

Technology Agreement

This Technology Agreement (“Agreement”) is made by and between the **VILLAGE OF DUPO, ILLINOIS** (hereinafter “**VILLAGE**”) and **Moneta Enterprises LLC** (hereinafter “**COURTMONEY**”) (collectively **VILLAGE** and **COURTMONEY** will be referred to as “Parties”). Wherein **COURTMONEY** and **VILLAGE** agree as follows:

1. **TECHNOLOGY DESCRIPTIONS.** **COURTMONEY** has developed a technology service (“Service”) for the purpose of processing payments by credit or debit card for Utility Payments (specifically, water, sewer, gas, and trash pickup) for **VILLAGE**. **COURTMONEY** is a cash facilitator and not a bail bond company. The Utility Payments received by the **VILLAGE** or **COURTMONEY** is money belonging to the Payor for Utility Payments due and owing to **VILLAGE** and is not **COURTMONEY**’s money. The **COURTMONEY** technology service will provide the service of processing Utility Payments by credit or debit card from a remote location twenty-four (24) hours per day, seven (7) days per week. The person wanting to pay Utility Payments to the **VILLAGE** by credit or debit card may do so by calling the **COURTMONEY** office for instructions or by accessing the **COURTMONEY** website.

COURTMONEY will charge the Payor (member of the public using **COURTMONEY**’s Service to make any Utility Payment to the **VILLAGE**) a Technology Fee for the Service as outlined in Attachments “A” and/or “B” attached hereto and made a part hereof.

Parties agree that the attached Technology Fees shall be charged to the Payor only and may not be increased without prior written approval by the **VILLAGE**.

COURTMONEY agrees to provide the Service described herein, pay the necessary telephone service costs and all training costs in accordance with the terms and conditions of this Agreement. Further, **COURTMONEY** shall handle all disputes and chargebacks and all costs or expenses associated with such will be the sole responsibility of **COURTMONEY**.

2. **AUTHORIZATION TO BEGIN.** **VILLAGE** grants **COURTMONEY** authorization to begin a remote pay service, as outlined in this Agreement for a minimum period of one (1) year. This Agreement may be extended for additional one (1) year periods or for a longer period of time, if mutually agreed to by the Parties, in writing. Notice of renewal or extension for an additional (1) year period (or longer period if mutually agreed to in writing) can be sent by the **VILLAGE** to **COURTMONEY** at any time prior to the one-year anniversary date (the anniversary date is the later of dates indicated in the signature blocks below). **VILLAGE** further agrees to direct anyone wishing to pay Utility Payments by credit or debit card, of the **COURTMONEY** telephone number or website address and allow **COURTMONEY** to place signage at the location describing the Service, subject to approval by **VILLAGE**, which approval shall not be unreasonably withheld.
3. **REPRESENTATION OF THE PARTIES.** **COURTMONEY** represents that it is qualified by training and experience to perform the Service as outlined in this Agreement.

3. **REPRESENTATION OF THE PARTIES.** COURTMONEY represents that it is qualified by training and experience to perform the Service as outlined in this Agreement.
4. **COMPENSATION FOR COURTMONEY.** COURTMONEY shall not be entitled to any compensation with respect to the technology services or Service listed in this Agreement other than that set forth in Attachments "A" and/or "B," which is paid by the Payor and not by the VILLAGE. It is hereby expressly agreed and understood that there are no fees, costs or expenses paid by VILLAGE to COURTMONEY for the Service(s) provided by COURTMONEY under this Agreement.
5. **COSTS.** COURTMONEY shall provide toll free telephone numbers for all communications between VILLAGE and COURTMONEY and between the Payor and COURTMONEY. COURTMONEY will provide complete training for VILLAGE at no cost to VILLAGE.
6. **STATE AND FEDERAL TAXES.** VILLAGE shall not be responsible for paying any state or federal taxes on COURTMONEY's behalf.
7. **RECONCILIATION & DISBURSEMENT.** COURTMONEY will make available a reconciliation report to VILLAGE each COURTMONEY day (i.e., a 24-hour day in Central Standard Time, starting at midnight and ending at 11:59 p.m.) for all transactions completed the previous COURTMONEY day(s). COURTMONEY will disburse daily to the VILLAGE all monies/payments collected by COURTMONEY for all transactions completed on the previous COURTMONEY day, excepting Friday, Saturday, and Sunday, which shall be disbursed on the following Monday; thus, COURTMONEY will provide up to five (5) transfers of funds per week, however, further excepting therefrom any banking closures (i.e., holidays), in which case such monies/payments will be transferred the next available non-holiday COURTMONEY day. The transfer of said monies/payments to the VILLAGE shall be by ACH transfer.
8. **INDEPENDENT CONTRACTOR.** COURTMONEY shall perform all the Services under this Agreement as an independent contractor and not as an employee of the VILLAGE. COURTMONEY understands and acknowledges that it shall not be entitled to any of the benefits of a VILLAGE employee. VILLAGE has the right to rely and does rely upon the expertise of COURTMONEY to perform the Service in a skillful and professional manner. COURTMONEY agrees to perform the Service in such a manner.
9. **RESPONSIBILITIES OF VILLAGE.** VILLAGE shall provide a fax number and the equipment to receive transaction documents. VILLAGE will follow the COURTMONEY procedures for all transactions.
10. **CONFIDENTIALITY AND NONDISCLOSURE.** COURTMONEY agrees that any information or data obtained, documents produced, or any other material, which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of the VILLAGE or as required by law or regulation.

11. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile delivered to:

VILLAGE:

Village of Dupo, IL
ATTN: Village Clerk
107 North Second Street
Dupo, IL 62239
Fax #: (618) 286-5505

COURTMONEY:

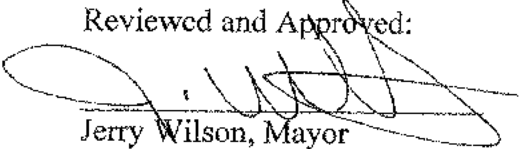
James Helleny
Moneta Enterprises LLC
PO Box 578
Marion, IL 62959
Fax #: (618) 993-8734

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

12. **TERMINATION.** Either Party can terminate this Agreement, with or without cause, at any time by providing a 30-day prior written notice to the other Party. There is no penalty, fee, or cost to be incurred by either Party for termination of this Agreement.
13. **OPERATING REGULATIONS.** VILLAGE agrees to abide by all Operating Regulations, attached hereto as Attachment "C", to the extent such are applicable to the Service being provided by COURTMONY. VILLAGE and COURTMONY agree to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). VILLAGE and COURTMONY also agree that they, respectively, will comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission.
14. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Illinois. Any litigation arising out of this Agreement or its content shall be filed in St. Clair, Illinois if in State Court, or in the appropriate District, if in Federal Court.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by **COURT/AGENCY CLERK**.

Reviewed and Approved:


Jerry Wilson, Mayor
Village of Dupo, IL

Date: 4/6/2020

James Helleny
Moneta Enterprises LLC

Date: _____

ATTACHMENT "A"

COURTMONEY Technology Fee/Transaction Payment Fee Schedule for Utility Payments.

\$0.00- \$50.00	\$1.75
\$50.01-& Up	3.5%

Call center transactions will add an additional \$5.00 for each transaction.

*The Parties agree that the above Technology Fee/Transaction Payment Fee Schedule shall be charged to the Payor only, and any such fees shall not be increased without prior written approval by the VILLAGE.

ATTACHMENT "B"

CourtMoney.com Basic Services

There shall be no fees, costs or expenses paid by the VILLAGE to COURTMONEY for Basic Services.

The Basic Services include the following:

1. Remote credit/debit card payment service with call center and internet transaction capability.
2. Service available 24 hours a day, seven days a week, 365 days a year.
3. Payments made to the VILLAGE are via ACH. COURTMONEY will disburse daily to the VILLAGE all monies/payments collected by COURTMONEY for all transactions completed on the previous COURTMONEY day, excepting Friday, Saturday, and Sunday, which shall be disbursed on the following Monday; thus, COURTMONEY will provide up to five (5) transfers of funds per week, however, further excepting therefrom any banking closures (i.e., holidays), in which case such monies/payments will be transferred the next available non-holiday COURTMONEY day.

ATTACHMENT "C"

CourtMoney Operating Regulations

1. Overview

CourtMoney is committed to protecting the data, privacy, and personal information of our partners, clients, and users from illegal or damaging actions by individuals, either knowingly or unknowingly. CourtMoney is to be used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations.

2. Purpose

The purpose of these regulations is to outline the acceptable use of the CourtMoney software. These regulations are in place to protect CourtMoney, our partners, clients, and users. Inappropriate use could expose CourtMoney and its users to risks including sensitive and private information being breached.

3. Scope

These regulations apply to the use of information, electronic and computing devices, and network resources and communication devices to conduct CourtMoney business. CourtMoney employees, partners, clients, and users are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources and communication devices in accordance with this document, and local laws and regulation.

4. Regulations

- When taking a payment through CourtMoney, do not save any credit or debit card information. Never write down, photocopy, shade, or in any other way store a credit or debit card number. Computer browser auto save settings should be turned off.
- Before taking a card payment, identity must be verified that the name on the card matched the cardholder's photo ID. If the names do not match, do not take the payment.
- Do not give your username or password to any unauthorized individuals. If you need to change your username or password, you must contact the CourtMoney corporate office at 877-222-0377.
- VILLAGE is not permitted to take payments over the phone. These types of payments are not verified and add risk to the transaction.

5. Compliance

By using our service, you agree to the regulations set forth in this document. Any CourtMoney employee, partner, client, or user found to be non-compliant with these Operating Regulations is subject to retraining, or in extreme cases, may lose the ability to utilize the CourtMoney system.