

**NOTICE OF MEETING TO BE HELD IN PUBLIC AND EXECUTIVE SESSION
OF THE MORGAN COUNTY COUNCIL
TUESDAY, NOVEMBER 17, 2020
5:30 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

AGENDA

5:30

**Call to Order
Prayer & Pledge
Approval of Agenda
Approval of Minutes
Declare Conflicts of Interest
Public Comment Period**

Business –

- 1) Austin Turner – Information Only – Kickoff meeting for 2021 Pre-Disaster Mitigation Plan Update
- 2) Zach White – Discussion/Decision – Approval of Xpress Bill Pay Contract

ADJOURN

Note: The Council may vote to discuss certain matters in Executive/Closed Session pursuant to Utah Code Annotated §52-4-205. In accordance with the requirements of Utah Code Annotated §52-4-203 (2)(e)(f), the clerk records in the minutes the names of all citizens who appear and speak at the County Council meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The county does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to state law. In compliance with the Americans with Disabilities Act, individuals needing accommodations (including auxiliary communicative aids and services) during this meeting should notify Stacy Netz Clark at (801)845-4011 at least 24 hours before this meeting. Agendas are also posted on the county web site at <http://www.morgan-county.net> under 'Agendas & Notices' and on the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>.

Date Posted: 11/12/2020
Time Posted: 9:00 a.m.
Posted by: Stacy Netz Clark

**MEETING MINUTES
OF THE MORGAN COUNTY COUNCIL
TUESDAY, NOVEMBER 17, 2020
5:30 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

Except as noted above, times for agenda items are approximate and may be changed as circumstances require. Agenda items may or may not be discussed in the order they are listed. Interested members of the general public are encouraged to remain in attendance for the duration of the meeting in the event discussion of an agenda time begins earlier than listed.

Members Present

Robert McConnell
Sarah Swan (Via GoTo Meeting)
Mike Newton (Via GoTo Meeting)
Randi Averett Via GoTo Meeting)
Robert Kilmer
Tina Cannon (Via GoTo Meeting)
Roland Haslam -excused

Others Present

Debbie Sessions
Tina Kelley
Austin Turner (via GoTo Meeting)

Other Staff Present

Stacy Netz Clark, County Clerk/Auditor
Jan Farris, County Attorney

Meeting called to order by Member McConnell at 5:30 PM.

Due to the lack of a physical quorum of Members of the Council, this meeting was held as an administrative meeting only.

Austin Turner – Information Only – Kickoff meeting for 2021 Pre-Disaster Mitigation Plan Update

Zach White – Discussion/Decision – Approval of Xpress Bill Pay Contract

ADJOURN

APPROVED _____

Chairman

Date _____

ATTEST _____

Clerk

Date _____

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Date Posted: 11/12/2020
Time Posted: 9:00 a.m.
Posted by: Stacy Netz Clark

Morgan County Council Meeting
Tuesday, November 17, 2020
5:30 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

- | | |
|--------------------|-----|
| 1. Tina Kelley | 22. |
| 2. Debbie Sessions | 23. |
| 3. | 24. |
| 4. | 25. |
| 5. | 26. |
| 6. | 27. |
| 7. | 28. |
| 8. | 29. |
| 9. | 30. |
| 10. | 31. |
| 11. | 32. |
| 12. | 33. |
| 13. | 34. |
| 14. | 35. |
| 15. | 36. |
| 16. | 37. |
| 17. | 38. |
| 18. | 39. |
| 19. | 40. |
| 20. | 41. |
| 21. | 42. |



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: 11/17/2020 Time Requested: 30 Minutes

Name: Austin Turner Phone: 801-845-4053

Address: 48 W Young Street

Email: aturner@morgan-county.net Fax: _____

Associated County Department: Morgan County Emergency Management

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Kickoff meeting for 2021 Pre-Disaster Mitigation Plan Update

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

AGENDA

MORGAN COUNTY KICK-OFF MEETING

2021 Pre-Disaster Mitigation Plan Update

Tuesday, November 17th, 2020 - 5:30 pm to 6:00 pm

Morgan County Offices
Conference Room
48 W Young St.
Morgan, Utah 84050

5:30 P.M.	Welcome, Introductions, and Past Hazard Mitigation Planning Efforts	MATTHEW STARLEY - <i>Bear River Association of Governments (BRAG)</i>
5:35 P.M.	Pre-Disaster Mitigation Planning in the State of Utah	ERIC MARTINEAU - <i>Utah Division of Emergency Management</i>
5:50 P.M.	Morgan County Hazard Mitigation Plan Update Process	MATTHEW STARLEY - <i>Bear River Association of Governments (BRAG)</i>
6:05 P.M.	Commitments & Next Steps	AUSTIN TURNER - <i>Morgan County Emergency Services Director</i>
6:15 P.M.	Adjourn	

What Community Assets Should Be Analyzed?

Which assets are the most vulnerable to natural hazards in our communities?

Population

- Commercial Properties
- Population Density
- Residential Parcels
- Future Residential Development
- Low Income Populations
- Older Adult Populations
- Disabled
- Children
- Non-English Speakers

Infrastructure

- Railroad Lines
- Natural Gas Lines
- Electrical Power Lines
- Roads
- Future Roads
- Canals

Critical Facilities

- Airports
- Assisted Living Facilities
- Bridges
- Broadband Anchors
- Clinics*
- Correctional Facilities
- Dams
- EMS/Fire Station
- Electric Substations
- Emergency Operation Centers
- Flood Channel
- Gas Station
- Government Buildings
- Grocery Store
- Health Care Facilities
- Hydroelectric Plants
- Irrigation
- Law Enforcement Offices
- Locations Housing Hazardous Material
- Military Facilities
- Places of Worship
- Post Office
- Public Facilities
- Schools
- Secondary Diversion
- Shelters

- Town Hall
- Water and Wastewater
- Well and Springs
- Well Building

Agricultural Features

- Agricultural Production
- Farmland
- Grazing
- Century Farms
- Historic Barns

Environmental and Recreational Features

- Lakes
- Local Parks
- Outdoor Amenities
- Riparian Areas
- Streams
- Parks
- Sensitive Habitat
- Trails
- Wetlands

Other Major Economic Employers

- Commercial Centers
- Future Commercial or Industrial Development

Cultural Resources

- Historic Buildings
- Museums
- Geological Sites
- Concert Halls
- Stadiums

Other:

Planning Process Input

- Field Trips
 - Geologic Sites
 - Wetlands/Floodplain Sites
 - Wildfire High Risk Sites

- Presentations from Natural Hazard Experts
 - Flood
 - Drought
 - Geologic (faults, liquefaction)
 - Landslide
 - Wildfire
 - Other:

- Hands on hazard scenario mapping and planning activity

Countywide Working Group Members

- Elected Officials: Commissioners, Mayors, Council Members
- Tribal Leaders
- Emergency Managers
- Fire Chiefs
- EMS
- Sheriff/Police
- Planning and Zoning Commission
- Transportation Planner/MPO
- City, County, State Planners
- GIS staff
- Public Works
- Engineers
- State and Federal Land Managers
- School Districts
- University and Colleges
- Health Department
- Chamber of Commerce
- Local Citizens

Planning Process Input

- Community Emergency Response Team (CERT)
- Others:



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Email: sclark@morgan-county.net

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This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: November 17, 2020 Time Requested: 5 min
Name: Zach White Phone: _____
Address: Treasurers Office
Email: _____ Fax: _____
Associated County Department: Treasurer

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Xpress Bill Pay Contract

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



**Xpress Bill Pay
Client Assessment Document –Adding
Additional Biller**

Morgan County, UT

11/2/20

650 College Road East
Princeton, NJ 08540
T 609.606.3000 F609.606.3266
www.orcc.com

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CONTACT INFORMATION

SECTION 1. CONTACT INFORMATION

1.1 Client Contact Information	
Company Name:	Xpress Bill Pay
Address:	108 South 700 East
Address2:	
City, State, ZIP:	American Fork, UT 84033
Customer Service Telephone:	800-768-7295 ext. 1
New Biller to be Add to Lockbox Proper Name: Morgan County, UT	

<i>Primary Business Contact</i>	<i>Primary IT Contact</i>
Name: Lindsey MacKenzie	Name: Keith Jenkins
Title: Sales & Implementation	Title: President & CEO
Phone: 800-768-7295 ext. 1915	Phone: 800-768-7295 ext. 1913
Fax: 800-768-7203	Fax: 800-768-7203
Email: lmackenzie@xpressbillpay.com	Email: kljenkins@xpressbillpay.com

<i>Primary Customer Service Contact</i>
Name: Wendi Lee
Title: Sales & Implementation
Phone: 800-768-7295 ext. 1928
Fax: 800-768-7203
Email: wlee@xpressbillpay.com

1.2 ORCC Contact Information	
<i>Project Manager</i>	<i>Implementation Manager</i>
Name:	Name: Neha Shah
Phone:	Phone: 609-606-3355
Fax:	Fax: 609-606-3266
Email:	Email: nshah@orcc.com

CLIENT ASSESSMENT DOCUMENT

SECTION 2. APPLICATION SERVICES SETTINGS

2.1 Company/ Divisions	Morgan, Morgan UT, Morgan County, Morgan County UT, Morgan County Garbage, Morgan County UT Garbage, Morgan UT Garbage, Morgan Garbage		
Division Id For Lockbox File	10732		
2.2 Remit Addresses	PO Box 420 Morgan UT 84050	48 W Young Street Morgan UT 84050	

2.3 Account Validation	<p>Account Number Structure - This algorithm will be used to validate billing account numbers. (Requires 30 days notice to change.)</p> <p>What is the maximum client billing account length? 22</p> <p>What is the minimum client billing account length? 1</p> <p>Is there a special account number structure? NO</p> <p>Is there a check digit algorithm? NO</p> <p>Are account numbers numeric or alpha/numeric? <input type="checkbox"/> Numeric <input checked="" type="checkbox"/> Alpha/Numeric</p>
-----------------------------------	---

Settlement Information	
ABA:	124000054
DDA:	979096245
Exact Name on Account:	Xpress Solutions, Inc
Account Type:	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> G/L

Application Information (For Princeton eCom Use Only)	
Biller ID:	
Biller Code:	

3.5 Biller CSI Setup – Reconciliation Reporting	Name: Username:	ADD NEW BILLER TO XPRESS BILL PAY CSI USER
--	--------------------	--

CLIENT ASSESSMENT DOCUMENT

Additional Comments:

By signing below the client agrees that the information attached is correct, if there are any substantial changes to the information provided this may affect the dates agreed upon for implementation.

CLIENT'S SIGNATURE

DATE

IMPLEMENTATION SIGNATURE

DATE

PAYEE AND BANK INFORMATION

	Payee Information	Payee Bank Information
Company Name	Morgan County	Xpress Solutions, Inc.
File Setup Contact Name	Lindsey MacKenzie	
Telephone Number	(800)768-7295 ext. 1915	
Fax Number	(800)768-7203	
E-mail Address	lmackenzie@xpressbillpay.com	

REMIT TO ADDRESS AND ACCOUNT INFORMATION

	Payee Information
Company Name	Morgan County
Company Also Known As (list all known names, abbreviations, and aliases)	Morgan, Morgan UT, Morgan County, Morgan County UT, Morgan County Garbage, Morgan County UT Garbage, Morgan UT Garbage, Morgan Garbage
Primary Remit to Address(es)	PO Box 420 Morgan UT 84050
Secondary Remit to Address(es)	48 W Young Street Morgan UT 84050
Account Number Length	1-22 Alphanumeric
Account Number Format (Edit Patterns)*	1. XXXXXXXXXXXXXXXXXXXXXXXX 2. _____ 3. _____ If you have additional edit patterns please list them on a separate sheet and return with this form*
Location of Special Codes (Front or Back of Edit Patterns)	

CHECK DIGIT ROUTINE / ALGORITHM

Standard Mod 10: <u>NA</u>
Standard Rev Mod 10: <u>NA</u>
If you require a custom algorithm, please provide the calculation with this form or include in your file specifications

PAYMENT & FILE SUPPORT CONTACT INFORMATION

If Payment File is Encrypted Email Delivery Please list Group email address for file delivery (Must be Group Email box, no private accounts allowed, ie. Yahoo, Hotmail)	1. _____ 2. _____ 3. _____
Payment Research Customer Service Number	800-768-7295 ext. 1 or paymentresearch@xpressbillpay.com
Payment Research Contact Name/Number	Technical Support 800-768-7295 ext. 1
Escalation Customer Service Name/Number	Technical Support 800-768-7295 ext. 1
Technical File Support Name, Number/Email	Keith Jenkins 800-768-7295 ext. 1913
Who to notify when file s will be delayed	Keith Jenkins 800-768-7295 ext. 1913



801 N. Black Branch Rd
 Elizabethtown KY 42701
 Direct 270-737-0590
 Fax 866-489-9989



Merchant Account Retrieval System
 (MARS) Setup Form
 Xpress Bill Pay Master

Master Biller Contact Information

	Contact Information	Technical Contact
Contact Name	Lindsey MacKenzie	Keith Jenkins
Telephone Number	800-768-7295 ext. 1915	800-768-7295 ext. 1913
Fax Number	800-768-7203	800-768-7203
E-mail address	lmackenzie@xpressbillpay.com	kljenkins@xpressbillpay.com
Payment Research Number	800-768-7295 ext. 1	

Organization Contact Information

Company Name and Alias'	Morgan County, Morgan, Morgan UT, Morgan County UT, Morgan County Garbage, Morgan County UT Garbage, Morgan UT Garbage, Morgan Garbage
Remit To Address	PO Box 420 Morgan UT 84050
Other Address'	48 W Young Street Morgan UT 84050
Telephone Number	801-845-4030
Fax Number	n/a
Contact Name	Zach White
E-mail address	zwhite@morgan-county.net
Account Number Mask	1-22 Alphanumeric
Xpress Bill Pay ID	10732

Deposit Information

Financial Institution Name	Zions Bank
Phone Number	800-768-7295
Account Number to be Credited	979096252
Routing Number (ABA)	124000054
Type of Account	Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/>

Signature Authorized Merchant Representative		
Name Authorized Merchant Representative		Date

iPay Administrative use only

MARS Team:	MID: _____
Rcv'd by _____	Date ____/____/____

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender.

xpress BILL PAY

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ___ day of _____, 20___, by and between Xpress Solutions, Inc. ("Xpress") and Morgan County, UT ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 **Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 **Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

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holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 **Support Services and Service Levels:** Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 **Software or Hardware:** Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 **Debit Authorization:** Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 **Accepting Transactions:** Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 **Returned Entries:** Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 **Reports:** Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 **Limits of Xpress Liability:** Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 **Representations and Warranties Regarding End Users:** Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed

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to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

- 12.0 **Regulatory Compliance:** Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 **Record Keeping:** Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 **Compliance:** Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 **Termination:** This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 **Governing Law; Attorney' Fees:** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 **Independent Contractors:** Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 **No Warranty:** Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 **Entire Agreement:** This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

Confidential. Protected under trade secret.

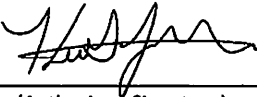
- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

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By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: 

(Authorized Signature)

Keith Jenkins

(Print or Type Name)

TITLE: **President/CEO**

DATE: **10/23/2020**

Accepted by:

Morgan County, UT

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

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EXHIBIT A

FEES

Initial Configuration Fees

- | | |
|---|-----------------|
| 1. Initial Setup Configuration and Development | See Caselle |
| Online Payment Module | |
| Auto Pay Module | |
| Card Swipe Module | |
| 2. Training (One Full Day's Training) | See Caselle |
| NOTE: You shall reimburse roundtrip airfare and hotel stay. | + airfare/hotel |

Recurring Monthly Fees

- | | |
|---|-----------|
| 3. Gateway Fees: | |
| Credit Card Processing (per transaction) | \$ 0.34 |
| EFT Online Payments (per transaction) | \$ 0.44 |
| EFT Returned Items | |
| (Invalid account number or unable to locate account) | \$ 6.00 |
| (NSF or Closed Account) | \$ 12.00 |
| (Customer Stop Payment) | \$ 27.00 |
| Bank Bill Pay (per transaction) | \$ 0.20 |
| Lock Box Service (per transaction) | * \$ 0.48 |
| Integrated Remote Deposit (per transaction) | * \$ 0.36 |
| 800 Operator Assisted Payments (per transaction) | \$ 0.95 |
| 800 IVR Assisted Payments (per transaction) | \$ 0.95 |
| XBP Deposit Account Withdrawals | |
| (6 free per month then \$6.25) | |
| 4. Monthly Support & Hosting | \$ 75.00 |
| (\$0.015 per billing statement hosted. Minimum \$75.00) | minimum |
| 5. Monthly Account Keeping Fee | \$ 19.00 |
| (Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account) | |

** if service is activated*

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EXHIBIT B
OPTIONAL EQUIPMENT LIST PRICE LIST

Card Swipes

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

Printers

Star Micronics 40 Column Thermal Printer (Tear Bar, Gray Color, USB Connection)	\$ 240.74
Star Micronics 40 Column Thermal Printer (Tear Bar, Black Color, USB Connection)	\$ 304.40
Star Micronics 40 Column Thermal Printer (Auto Cutter, Gray Color, USB Connection)	\$ 252.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Putty Color, USB Connection)	\$ 261.43
Star Micronics 40 Column Thermal Printer (Auto Cutter, White Color, USB Connection)	\$ 323.21
Star Micronics 40 Column Thermal Printer (Auto Cutter, Black Color, USB Connection)	\$ 322.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Grey Color, Ethernet Connection)	\$ 336.96

Check Scanners

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

Miscellaneous

FMC Checkmate Check Jogger	\$ 249.00
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** Please note: prices subject to change at any time without further notice.*

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EXHIBIT C
CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: Morgan County General Fund

Account Type: checking

Routing Number: 124300754

Account Number: 7683

Bank Name: Glacier Family of Banks

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EXHIBIT D
ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at www.xpressbillpay.com/adminPolicy.asp.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

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(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

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1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

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ELECTRONIC PAYMENT INFORMATION

Required Bank Information for ACH-CIE Credits

Routing Transit Number: 124000054

Account Number: 979096237

Type of Account: DDA SAV OTHER (check one)

PAYMENT POSTING DETAIL

Payment File Pickup Time: 10:30 PM

Manual or Automated File Pickup? Automated

Are payments posted same day or next day from file pickup date? Same Day

What is the latest time you can receive Metavante payment file? _____

Can you receive multiple files per day? YES NO

If Yes, what times? _____

Can payments be posted on Saturday? YES NO

OTHER INFORMATION

Please provide any payee-specific information or detail not captured elsewhere: **Xpress Bill Pay Customer ID # 10732**

Signature: _____ Date: _____

Metavante Corporation
Mail Code 1515W2
4900 West Brown Deer Road
Brown Deer, WI 53223-2422
Fax: 414-291-8747
Email: payee.relationship.management@metavante.com

FOR METAVANTE INTERNAL USE ONLY:

Date Form Received	
Received Via:	
Date Payee Contacted/Followed Up:	
Date Payee Setup:	
Payee ID	
Payee Relationship Manager:	
Other:	



Purpose: This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

- Remittance/Billing Representative
- Accounts Receivable/Customer Database Representative
- Bill Processing Representative

Morgan County GOING THRU XPRESS BILL PAY	
CONTACT: Zach White	ORGANIZATION ID#: 10732
POSITION: Treasurer	FEIN: 87-6000306
EMAIL: zwhite@morgan-county.net	WEB (IF ANY): www.morgan-county.net
PHONE: 801-845-4030	FAX: n/a

Remittance Addresses

PO Box 420	Morgan UT	84050
48 W Young Street	Morgan UT	84050

Billers Names (Any name or DBA printed on your remittance coupons)

Morgan County	Morgan County UT	Morgan
Morgan UT	Morgan County Garbage	Morgan County UT Garbage
Morgan UT Garbage	Morgan Garbage	

Default Remittance Address

PO Box 420	Morgan UT	84050
**REVERSALS – CKFR FILE TO XPRESS BILLPAY		

Account Number Information

How many characters are in the account number? **1-22 Alphanumeric**

Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)? Yes No
 If yes, please explain: **Decimals**

Does the account number have logic associated with it to help in identifying products, locations, etc...? Yes No
 If yes, please explain: **Route Numbers**

Is the account number clearly and completely visible to the customer on the bill? Yes No

Are there edit or mod checks associated with the account number? Yes No
 If yes, please attach a copy of the mod calculation.

Are the account numbers static or do they change frequently? **Static**
 If they change, what action can make it change?

Signature Zach White Date 11-9-2020