



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDER-SHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 23, 2009
Subject: Contract with GovPay EXP on behalf of the Inmate Welfare Fund for Credit Card Services to Pay Bail

Action Requested

The contract between the Placer County Sheriff-Coroner-Marshal Inmate Welfare Fund and GovPay EXP is presented for your Board's review on behalf of the Inmate Welfare Fund for credit card payment services to pay for bail and authorization for the Sheriff to execute. The initial term will begin July 1, 2009, and will result in additional revenue for the Inmate Welfare Fund.

Background

Placer County receives numerous arrestees that are eligible for bail. The Sheriff's desired goal and Jail command staff's recommendation is to provide as many options for arrestees for bail as possible. GovPay EXP is another option for arrestees to post cash bail by allowing them to use their credit or debit card. It is not a bail bond and it is not a bail bond agency. The purpose is to help arrestees facilitate a cash bail. It is a fee based service and a % of the fees they charge for their service are returned to the Inmate Welfare Fund to be used for the benefit of the inmates (7% service fee is charged for the use of the service. Of the 7%, 15% is returned to the Inmate Welfare Fund). It is available 24 hours of each day of the year. They will be responsible for card validation and advising the Jail of the cash bail payment. The payment will be delivered the next business day. There are no costs to the Sheriff's Department to implement this service except for the work to receive and process the bail payments.

The Sheriff's Department Inmate Welfare Fund would like to use this service on a trial basis for one year. We do not currently have an estimate on the revenues that may be received as we do not know the extent of use it will receive. If it proves beneficial to the arrestees and the Inmate Welfare Fund, the service would be recommended for renewal. Marin and Ventura counties currently use this service and have provided positive feedback on its use. Your Board's approval of this contract is required.

Fiscal Impact

There is no fiscal impact to the General Fund of the County. The proceeds of the contract will be deposited solely into Inmate Welfare Funds and used for their benefit.

COPY

AGREEMENT

Agreement Number CA052909PLACERCOUNTYSHERIFF'SDEPT01

THIS AGREEMENT is made by and between the Placer County Sheriff's Department – Inmate Welfare Fund (Hereinafter **THE AGENCY**) and Government Payment Service, Inc., (dba Government Payment EXP[®] and GovPayEXP) (Hereinafter **GPS**). Wherein **GPS** and **THE AGENCY** agree as follows:

1. **SYSTEM DESCRIPTIONS.** **GPS** has developed a Service for the purpose of processing payments by credit or debit card for Cash Bail for **THE AGENCY**. The **GPS** System will provide the service from a remote location 24 hours per day / 7 days per week. The cardholder wanting to make a payment to **THE AGENCY** by credit or debit card may do so by contacting **GPS**.

GPS will charge the Cardholder a fee for the Service as outlined in Attachments "A" and "B" attached hereto and made a part hereof.

GPS agrees to provide the Service as outlined in Attachment "C" in accordance with the terms and conditions of this Agreement.

GPS shall incorporate a Revenue Sharing program for **THE AGENCY** for the duration of the Agreement as outlined in Attachment "D".

2. **AUTHORIZATION TO BEGIN.** **THE AGENCY** grants **GPS** authorization to begin a remote payment service, as outlined in this Agreement. This Agreement will be in effect for one (1) year and will be automatically extended for additional one (1) year periods for up to five (5) years or until terminated as provided herein.
3. **ADVERTISEMENT OF THE SERVICE.** **THE AGENCY** agrees to post information regarding the **GPS** payment option in all locations where information about other payment options are available, including but not limited to **THE AGENCY'S** website, phone system, bills, coupon books, collection letters, and press releases at the expense of **THE AGENCY**. **GPS** will provide to **THE AGENCY** inserts and signage at no cost. **THE AGENCY** also agrees to allow **GPS** to place signage at the location describing the service, subject to approval by **THE AGENCY**, which approval shall not be unreasonably held.
4. **COMPENSATION FOR GPS.** **GPS** shall not be entitled to any compensation with respect to the service other than the service fees as set forth in Attachments "A" and "B" which are paid by the cardholder and not **THE AGENCY**. **GPS** reserves the right to adjust its service fees with sixty (60) days notice to the agency.
5. **COSTS.** **GPS** shall provide toll free telephone numbers for communications between **THE AGENCY** and **GPS** and between the cardholder and **GPS**. **GPS** will provide complete training for **THE AGENCY** at no cost to **THE AGENCY**. **GPS** shall not be responsible for any other costs, expenses, fees or losses arising out of its performance under this Agreement. **THE AGENCY** is not responsible for any costs related to the GovPay Basic service as outlined in Attachment "C".
6. **STATE AND FEDERAL TAXES.** **THE AGENCY** shall not be responsible for paying any state or federal taxes on **GPS's** behalf.
7. **RESPONSIBILITIES OF GPS.** **GPS** shall perform all the Services under this Agreement as an independent contractor and not as an employee of **THE AGENCY**. **GPS** understands and acknowledges that it shall not be entitled to any of the benefits of an **AGENCY** employee. **THE AGENCY** has the right to rely and does rely upon the expertise of **GPS** to provide the services in a professional manner. **GPS** represents that it is qualified by training and experience to perform the Services as outlined in this Agreement. All contact between **GPS** and the cardholder is initiated by the cardholder and not by **GPS**.
8. **RESPONSIBILITIES OF THE AGENCY.** **THE AGENCY** will follow **GPS's** procedures for all transactions. **THE AGENCY** shall provide the means such as a computer and Internet access or a fax machine to receive and send transaction notifications.
9. **CONFIDENTIALITY AND NONDISCLOSURE.** **BOTH PARTIES** agree 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 OTHER PARTY** unless they are non-exempted public records.

10. **INDEMNIFICATION.** GPS shall defend, indemnify, and save harmless **THE AGENCY**, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorneys fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of GPS or its agents, officers, employees, and/or contractors, except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting from the negligence or willful misconduct of **THE AGENCY**.
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:

THE AGENCY:

Edward Bonner, Sheriff
Placer Co Sheriff's Dept - Inmate Welfare Fund
2775 Richardson Drive
Auburn, CA 95604
Phone #: (530) 889-7882

GPS:

Ms. Debby Conrad, VP-Director of Marketing
Government Payment Service, Inc.
7102 Lakeview Pkwy West Drive
Indianapolis, IN 46268
Fax #: (317) 876-9757

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. **EXCLUSIVE AGREEMENT.** **THE AGENCY** agrees that GPS will be its only provider for this type of service during and for the term of this agreement.
13. **TERMINATION.** EITHER PARTY may terminate this Agreement with thirty (30) days written notice to **THE OTHER PARTY** prior to the annual renewal date. **THE AGENCY** may also terminate this Agreement at any time with thirty (30) days written notice to GPS if GPS is unable or unwilling to provide the Services described in this Agreement or if **THE AGENCY** discontinues remote credit and debit card payment services. GPS has the right to terminate this Agreement with thirty (30) days written notice to **THE AGENCY** if **THE AGENCY** does not comply with GPS's procedures or fails to comply with this Agreement.
14. **STATE LAW.** This Agreement shall be governed by the laws of the State of California.

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

Reviewed and Approved:

Edward Bonner, Sheriff
Placer County Sheriff's Department - Inmate Welfare Fund

Date: _____


Dale W. Conrad, CEO
Government Payment Service, Inc.

Date: 5/29/09

ATTACHMENT "A"
Agreement Number CA052909PLACERCOUNTYSHERIFF'SDEPT01

GPS Transaction Payment Fee Schedule
FOR CASH BAIL/BOND

<u>TRANSACTION</u>		<u>SERVICE FEE</u>
<u>AMOUNT</u>	ALL	7%

EXAMPLE

Transaction Amount	=	\$200.00
Service Fee	=	<u>\$ 14.00</u>
Total Payment	=	\$214.00

ATTACHMENT "B"
Agreement Number CA052909PLACERCOUNTYSHERIFF'SDEPT01

**GPS Transaction Payment Fee Schedule
FOR OTHER PAYMENTS**

Payments Made via the Internet

<u>TRANSACTION AMOUNT</u>	<u>SERVICE FEE</u>
ALL	3.5%
Minimum Fee Internet = \$3.50	

Payments Made via Phone

<u>TRANSACTION AMOUNT</u>	<u>SERVICE FEE</u>
ALL	5%
Minimum Fee Phone = \$10.00	

EXAMPLE INTERNET PAYMENT

Transaction Amount	=	\$ 95.00
Service Fee	=	\$ 3.50
Total Payment	=	\$ 98.50

EXAMPLE PHONE PAYMENT

Transaction Amount	=	\$ 95.00
Service Fee	=	\$ 10.00
Total Payment	=	\$105.00

445

ATTACHMENT "C"

Agreement Number CA052909PLACERCOUNTYSHERIFF'SDEPT01

GovPay Basic

There are no fees paid by **THE AGENCY** to **GPS** for GovPay Basic. GovPay Basic includes the following:

1. Remote credit/debit card payment service for Cash Bail and Other Fees with Voice (call center/TVR) and Internet transaction capability
2. Remote payment service available 24 hours a day, 7 days a week, 365 days a year
3. Secure website (ProviewEXP) provided by **GPS** used to approve and report all transactions
4. **For bail, GPS** will make available a bail summary report to **THE AGENCY** each day for all transactions completed the previous day. The funds for all approved transactions will be forwarded electronically to **THE AGENCY'S** account within two business days after **GPS** receives the approval.
5. **For all other payments, GPS** will make available a reconciliation report to **THE AGENCY** each day for all transactions completed the previous day. This report will also include any open transactions not previously approved. The funds for all approved transactions will be forwarded electronically to **THE AGENCY'S** account within two business days after **GPS** receives the approval.

ATTACHMENT "D"

Agreement Number CA052909PLACERCOUNTYSHERIFF'SDEPT01

Revenue Sharing Plan

The GPS Revenue Sharing Program entitles **THE AGENCY** to receive compensation from the service fees charged to the cardholder as outlined in Attachment "A" (Cash Bail). GPS will send **THE AGENCY** a detailed report by the 15th day of the following month along with a check. The program is set forth as follows:

Example:

Cash Bond	\$2,000.00
GovPayEXP Fee (7%)	\$ 140.00
Agency Profit-Sharing (15%)	\$ 21.00

