

AGREEMENT

Agreement Number MI051809OTSEGO COUNTY02

THIS AGREEMENT is made by and between the Otsego County (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 Fines & Costs, Restitution, Taxes and Other Fees 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 Attachment "A" attached hereto and made a part hereof.

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

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 Attachment "A" which are paid by the cardholder and not THE AGENCY. GPS reserves the right to adjust its service fees to the cardholder 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 "B".
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:

Mr. John Burt, County Administrator
Otsego County
225 West Main Street
Gaylord, MI 49735
Fax #: (989) 731-7529

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.

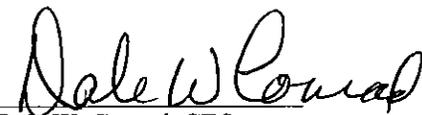
12. **TERMINATION.** EITHER PARTY may terminate this Agreement with thirty (30) days written notice to **THE OTHER PARTY** prior to the annual renewal date. **THE AGENCY** may also terminate this Agreement at any time with thirty (30) days written notice to **GPS** if **GPS** is unable or unwilling to 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.
13. **STATE LAW.** This Agreement shall be governed by the laws of the State of Michigan.

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

Reviewed and Approved:



John Burt, County Administrator
Otsego County



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

Date: 6/22/09

Date: 6/16/09

ATTACHMENT "A"
Agreement Number MI051809OTSEGOCOUNTY02

GPS Transaction Payment Fee Schedule
FOR FINES & COSTS, RESTITUTION, TAXES AND OTHER FEES

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	=	<u>\$ 3.50</u>
Total Payment	=	\$ 98.50

EXAMPLE PHONE PAYMENT

Transaction Amount	=	\$ 95.00
Service Fee	=	<u>\$ 10.00</u>
Total Payment	=	\$105.00

ATTACHMENT “B”

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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 Fines & Costs, Restitution, Taxes and Other Fees with Voice (call center/IVR) 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 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.