

**TIM LANE**  
**Scott County Sheriff**

Item #16  
5/28/19

**SHAWN ROTH**  
Chief Deputy Sheriff



**BRYCE SCHMIDT**  
Chief Deputy Sheriff

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May 28, 2019

Memo To: Scott County Board of Supervisors

From: Sheriff Tim Lane

**REF: Accepting Credit Card Payments for Civil Process, Bonds, Sex Offender Registry Fees and Electronic Monitoring Fees**

The Sheriff's Office sees the need to accept credit card payments to accommodate the needs of its customers. Payments with credit cards are already being accepted for weapons permits and fingerprinting services with Permitium, LLC, due to Permitium's direct link to the State of Iowa's weapons permit processing software and Permitium's scheduling software for fingerprinting in the jail. We are looking to expand the acceptance for civil process fees, jail bonds, sex offender registry fees and electronic monitoring fees. In order to accept these new payments, the Sheriff's Office has contacted GovPayNet.

There are no costs to Scott County for credit card processing through GovPayNet, as all fees are paid by the consumer, nor is Scott County responsible for any loss associated with credit card acceptance due to chargebacks, as GovPayNet is responsible for handling all transaction disputes associated with cardholders' use of credit cards. GovPayNet is providing all equipment at no cost to the Scott County Sheriff's Office and 15 other Sheriff's Offices in Iowa are currently using GovPayNet for credit card processing, including Polk, Jones, Johnson, Blackhawk and Clinton.

The Sheriff's Office is asking the Board to accept the GovPayNet participation agreement and approve the Sheriff to enter into this agreement.

I or my staff can be available to answer any questions concerning this agreement.

## PARTICIPATION AGREEMENT

SCOTT COUNTY SHERIFF  
600 W 4<sup>TH</sup> STREET  
DAVENPORT, IA 52801

Government Payment Service, Inc. ("GPS")  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268  
Phone: (866) 564-0169  
Facsimile: (888) 665-4755  
Email: [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)

**1. Services.** The above-named entity ("Participant") authorizes GPS to act as its agent for the processing of credit, debit, and prepaid debit card transactions and GPS accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

**2. Term and Termination.** This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

**3. Fees.** GPS shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the cardholder or from Participant, as Participant specifies to GPS, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments**" applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, or other payments

associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.

- For payment of civil fines or fees, "**Service Fee Schedule for Civil Fines and Payments**" applies.

GPS will apply its then-current service fee to the payment types Participant has selected for processing under this Agreement. GPS may modify any or all service fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.**

**4. Disputes and Chargebacks.** GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS. Further, GPS shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If GPS determines that a chargeback may be inappropriate, GPS expects Participant to provide reasonable assistance in any challenge GPS makes to the chargeback. GPS reserves the right to adjust service and security levels as GPS reasonably deems necessary to maintain payment security and integrity.

**5. Warranties.** Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will

maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost. Participant further warrants that Participant's decisions and instructions to GPS with respect to cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

**6. Indemnification and Disclaimers.** GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

**7. Independent Contractor.** GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

**8. Taxes.** GPS shall be responsible for the payment of all taxes legally imposed upon its services.

**9. Notices.** All legal notices permitted or required by this Agreement shall be in writing and given to the

respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

**10. SERVICE CHANGES:** Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*<sup>®</sup>, etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)).

**11. *Gov\$wipe*.** GPS will provide Participants who select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *Gov\$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

**12. Miscellaneous.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the

occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

**13. Completeness and Execution.** This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s) and may modify fees per Section 3. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

**SCOTT COUNTY SHERIFF**

**GOVERNMENT PAYMENT SERVICE, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**ATTACHMENT “A” – SERVICE FEES**

Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises GPS otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise GPS in writing using the method specified in subsection 9. For any Service Fees Participant elects to pay, GPS will debit Participant’s account for Participant’s share of the Service Fee in accordance with the terms of the debit authorization form GPS provides. Participant must allow GPS 30 days to make any changes Participant requests to the Service Fee responsibility.

**ALL SERVICE FEES ARE NON-REFUNDABLE**

<b>Service Fee Schedule for Cash Bail Payments</b>
<b>8.0%</b>
<p><i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i></p> <p><i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i></p>

<b>Service Fee Schedule for Criminal Justice-Related Payments</b>	
<b>Service Fee for Payments via Web/Gov\$wipe®</b>	<b>Service Fee for Payments via Call Center/Live Agent</b>
<b>3.00%</b> <i>Minimum Fee = \$3.50</i>	<b>5.25%</b> <i>Minimum Fee = \$5.00</i>

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

MAY 30, 2019

APPROVAL OF THE PARTICIPATION AGREEMENT WITH GOVERNMENT PAYMENT  
SERVICES, INC. (GOVPAYNET) IN THE SHERIFF'S OFFICE

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Board hereby approves the participation agreement with  
Government Payment Services, Inc. (GovPayNet).
- Section 2. That the Sheriff's Office is approved to sign the participation  
agreement.
- Section 3. This resolution shall take effect immediately.