

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2962

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A PARTICIPATION AGREEMENT WITH GOVERNMENT PAYMENT SERVICE, INC. ("GPS") (d/b/a GOVPAYNET) TO JOIN THE GOVPAYNET PAYMENT NETWORK AND ACCEPT PAYMENTS FROM GPS WITH SUCH SUPPORT SERVICES AS GPS PROVIDES

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 16th day of July, 2012**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 16th day
of July, 2012**

JUL 16 2012


City Clerk

ORDINANCE NO. 2962

**AN ORDINANCE AUTHORIZING THE CITY OF COLUMBIA, ILLINOIS,
TO ENTER INTO A PARTICIPATION AGREEMENT WITH
GOVERNMENT PAYMENT SERVICE, INC. ("GPS") (d/b/a GOVPAYNET)
TO JOIN THE GOVPAYNET PAYMENT NETWORK AND ACCEPT
PAYMENTS FROM GPS WITH SUCH SUPPORT SERVICES AS GPS
PROVIDES**

WHEREAS, GPS has assembled and supports the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made by consumers to GPS; and

WHEREAS, GPS accepts credit cards and debit cards carrying the American Express, Discover, MasterCard and Visa brands from consumers and, in accordance with the rules and requirements of such credit and debit card companies, executes payments on behalf of these consumers to participants in the GovPayNet Payment Network; and

WHEREAS, the City Council of the City of Columbia, Illinois has determined and hereby declares that it is in the City's best interests and appropriate to enter into a Participation Agreement with GPS to join the GovPayNet Payment Network and accept payments from GPS, with such support services as GPS provides.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver the Participation Agreement by and between the City of Columbia, Illinois and Government Payment Services, Inc., substantially in the form attached hereto, in order to allow GPS to accept and process payments due the City, which are made by using a credit card or a debit card, in as many counterparts as the Mayor shall determine.

Section 3. This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Mathews, and the roll call vote was as follows:

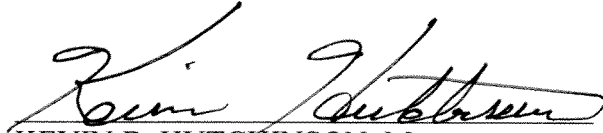
YEAS: Aldermen Ebersohl, Agne, Niemietz, Huch, Mathews and Reis.

NAYS: None.

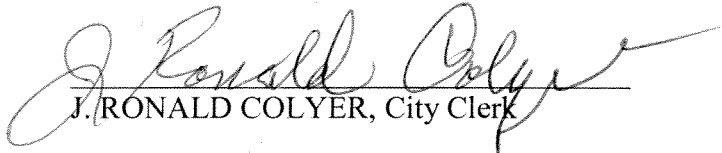
ABSENT: Aldermen Roessler and Piazza.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of July, 2012.


KEVIN B. HUTCHINSON, Mayor

ATTEST:


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
 COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

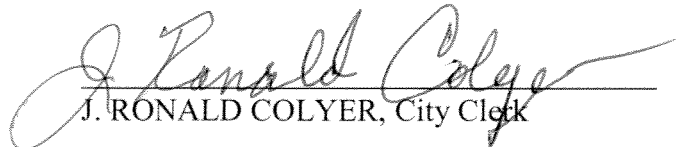
I further certify that on the 16th day of July, 2012, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2962 entitled:

“AN ORDINANCE AUTHORIZING THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A PARTICIPATION AGREEMENT WITH GOVERNMENT PAYMENT SERVICE, INC. (“GPS”) (d/b/a GOVPAYNET) TO JOIN THE GOVPAYNET PAYMENT NETWORK AND ACCEPT PAYMENTS FROM GPS WITH SUCH SUPPORT SERVICES AS GPS PROVIDES”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2962, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on July 17, 2012 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 16th day of July, 2012.



 J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2962, entitled:

**“AN ORDINANCE AUTHORIZING THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A PARTICIPATION AGREEMENT WITH
GOVERNMENT PAYMENT SERVICE, INC. (“GPS”) (d/b/a GOVPAYNET)
TO JOIN THE GOVPAYNET PAYMENT NETWORK AND ACCEPT
PAYMENTS FROM GPS WITH SUCH SUPPORT SERVICES AS GPS
PROVIDES”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 16th day of July, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 16th day of July, 2012.


J. RONALD COLYER, City Clerk

(SEAL)

PARTICIPATION AGREEMENT

This Participation Agreement ("Agreement") is by and between

Participant Name: **CITY OF COLUMBIA, ILLINOIS**
Address: **208 S. RAPP AVENUE (P.O. BOX 467)**
City, State, Zip: **COLUMBIA, IL 62236**
Main Voice Phone: **(618) 281-7144**
Web Address:

referred to herein as "Participant" and Government Payment Service, Inc. (d/b/a "GovPayNet"), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 ("GPS").

WHEREAS, GPS has assembled and supports the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made by consumers to GPS; and

WHEREAS, GPS accepts credit cards and debit cards carrying the American Express[®], Discover[®], MasterCard[®] and Visa[®] brands from consumers and, in accordance with the rules and requirements of such credit and debit card companies, executes payments on behalf of these consumers to participants in the GovPayNet Payment Network; and

WHEREAS, in order to improve Participant services and enhance administration, Participant desires to join the GovPayNet Payment Network and accept payments from GPS, with such support services as GPS provides;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Participant and GPS agree as follows:

1. Term and Termination

- 1.1 This Agreement shall become effective upon the date it is fully executed and in GPS's possession and continue for ONE year, automatically renewing for additional one year periods unless terminated earlier as provided herein.
- 1.2 Participant may terminate this Agreement upon 30 days' written notice to GPS.
- 1.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date, (b) upon 30 days written notice if Participant fails to comply with GPS procedures for participating in the GovPayNet Payment Network or (c) immediately if Participant fails to comply with any other term of this Agreement.

2. GPS Obligations

GPS will enable consumers to pay amounts owed to the Participant by doing the following:

- 2.1 GPS shall obtain consumer authorization to process a charge to the consumer's credit card account or debit such consumer's debit card account for purposes of funding payment(s) by such consumer to Participant. Such charges or debits shall be subject to acceptance by the card issuer, card association rules, and any applicable laws or regulations. GPS shall comply with such rules, laws, and regulations at its own expense.

- 2.2 GPS shall act on Participant's behalf in accepting payments from consumers made by credit cards and debit cards for the purposes and at the service fees listed on each attachment designated in Section 10.9 of this Agreement. GPS may modify cardholder fees at its sole option, providing Participant with notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.
- 2.3 GPS shall make payments to Participant to satisfy consumer obligations to Participant based on unique payment codes GPS establishes on its system for the routing of consumer funds to Participant, such codes to be made available to consumers by Participant or accessed by consumers through the GPS web site.
- 2.4 GPS shall be responsible for handling all reversals (i.e., chargebacks), re-presentments, customer service to consumers, claims and any transaction disputes associated with consumers' use of cards to make payments to Participant through GPS.
- 2.5 GPS shall not charge Participant for GPS's basic services or to participate in the GovPayNet Payment Network. GPS reserves the right to charge Participant for other services or equipment, such as custom software development, peripheral devices, and other services and support as the parties may agree upon from time to time.
- 2.6 GPS shall transmit funds as Participant directs to satisfy consumer payment obligations to Participant.
- 2.7 GPS shall provide GovPayNet Payment Network administrative support to consumers and to Participant through a toll-free telephone help line and the Internet.
- 2.8 GPS shall provide Participant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GovPayNet Payment Network to consumers, and shall train Participant staff on how to access and use, and how to assist consumers to access and use, the GovPayNet Payment Network.
- 2.9 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services.

3. Participant Obligations

Participant's continued participation in the GovPayNet Payment Network is conditioned upon the following:

- 3.1 Participant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Participant and GPS entering into this Agreement. Participant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services, (ii) keep available for reference any user manuals and instructional materials GPS provides to Participant, (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist consumers to use GPS for their payments to Participant, and (iv) cooperate with all reasonable GPS requests to encourage greater use by consumers of the GovPayNet Payment Network. All marketing and promotion of the GovPayNet Payment Network by Participant shall conform to guidelines provided by GPS from time to time.
- 3.2 Participant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable consumers to access GPS from Participant locations and enable GPS to communicate with Participant.

- 3.3 Participant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Participant's user identification, passwords or other security and identity tokens or devices.
- 3.4 Participant shall designate a primary contact and a secondary contact for GPS to communicate with on operational, technical, and administrative issues.
- 3.5 Participant shall provide accurate bank routing and account numbers to GPS if Participant requests electronic deposit of funds from GPS.
- 3.6 Participant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed consumer liabilities to Participant.
- 3.7 Participant shall provide GPS with prompt written notice of any change in the information Participant provides to GPS necessary for Participant's participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.
- 3.8 In the event Participant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Participant shall cooperate in any resulting investigation and agrees that any sums recovered as a result of such investigation shall be applied, first, to compensate GPS fully for losses suffered as a result of the fraud.
- 3.9 Participant shall follow the GovPayNet Payment Network participation procedures that GPS provides to Participant, as such procedures may be updated from time to time.
- 3.10 Participant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

4. GPS Representations and Warranties

- 4.1 This Agreement is valid, binding, and enforceable against GPS in accordance with its terms. GPS has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 4.2 GPS employees, agents and subcontractors have and shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 4.3 During the performance of this Agreement, GPS 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.

5. Participant Representations and Warranties

- 5.1 Participant has taken all administrative, legal, and regulatory measures necessary for it to enter into this Agreement.
- 5.2 This Agreement is valid, binding, and enforceable against Participant in accordance with its terms.

6. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person, by first class mail or by facsimile (with a hard copy following) addressed to:

Participant:

Linda Sharp, Accounting Manager
City of Columbia, Illinois
208 S. Rapp Avenue (P.O. Box 467)
Columbia, IL 62236
Phone: (618) 281-5477
Email: lsharp@columbiailinois.com

GPS:

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accountservices@govpaynet.com

or to such other person or place that the parties may from time to time designate. 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 and, if sent by facsimile, when such facsimile is transmitted to the number provided in this section and sender receives a confirmation of such facsimile.

7. Disclaimers and Limitation of Liability

- 7.1 The sole purpose of this Agreement is to enable Participant to participate in the GovPayNet Payment Network. Participant understands and agrees that GPS takes no responsibility that amounts GPS transmits in payment to Participant will fully satisfy any consumer's obligation to Participant, and that GPS does not guarantee any particular outcome or result with respect to any consumer other than the delivery of such consumer's payment to Participant.
- 7.2 GPS shall provide all services hereunder 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.
- 7.3 GPS shall be liable for losses or damages to Participant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.
- 7.4 Participant bears all responsibility for administrative and official actions taken by Participant. GPS accepts no liability whatsoever for Participant actions taken based on payment information provided by GPS even if such information proves to be incorrect.
- 7.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO PARTICIPANT IS LIMITED TO MAKING PAYMENTS TO PARTICIPANT IN THE AMOUNTS THAT GPS HAS INFORMED PARTICIPANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK, ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTICIPANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT.**

8. Publicity

GPS shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Participant.

9. Intellectual Property

Participant acknowledges and shall not challenge GPS' ownership of GPS trademarks, service marks, trade names or other intellectual property ("GPS Intellectual Property"), that any Participant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS, that any rights arising out of such use shall inure solely to the benefit of GPS, and that Participant shall have no ownership or other interest in GPS Intellectual Property.

10. Miscellaneous Terms and Conditions

- 10.1 **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 10.2 **Assignment.** 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.
- 10.3 **Force Majeure.** 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 parties 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.
- 10.4 **Governing Law.** GPS will comply with the rules and procedures applicable to the credit and debit card brands it accepts and all applicable consumer protection laws and regulations. Matters of contractual interpretation shall be governed by the internal laws of the State of Illinois.
- 10.5 **No Waiver.** A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 10.6 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 10.7 **Severability.** 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 nevertheless remain in full force and effect.
- 10.8 **Counterparts.** 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.

10.9 Complete Agreement. This Agreement, together with its attachments, is the entire agreement between and expresses the complete understanding of the parties, superseding all prior agreements, with regard to the subject matter herein and 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 card association rules, law or regulation and GPS provides notice to Participant of such change. The following are attachments to this Agreement:

Attachment A Attachment B Attachment C Attachment D

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

CITY OF COLUMBIA, ILLINOIS
("Participant")

GOVERNMENT PAYMENT SERVICE, INC.

Signature

Kevin B. Hutchinson
Mayor

Date: _____

Signature

Mark E. MacKenzie
Chief Executive Officer

Date: _____



ATTACHMENT "A" - SERVICES

GPS Agreement Number: IL-CITYOFCOLUMBIA, REV01, 2012JUN25

Participant has elected the following options in accordance with the terms of services in the Agreement:	
<u>SERVICE MODES:</u>	<u>EQUIPMENT MODES:</u>
<input checked="" type="checkbox"/> <i>GovPayNet Basic</i>	<input checked="" type="checkbox"/> <i>GovPayNet GovSwipe® units requested</i>
<input type="checkbox"/> <i>Visa Tax Program</i>	<input type="checkbox"/> <i>GovPayNet BailCall® units requested</i>

General Service Terms

Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in any Attachment to this Agreement) 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 selected above, (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** (via letter, email, or facsimile). Any such changes will be subject to GPS acceptance and confirmation **in writing** and will require reasonable lead time to implement.

Participant warrants that all service and equipment selections Participant makes and the extension or termination of services with respect to Affiliated Agencies shall be in compliance with the laws and regulations applicable to Participant's organization.

Service Modes

GovPayNet Basic

GovPayNet Basic is designed to be available 24 hours a day, 7 days a week, 365 days a year. GPS will provide Participant with access, at Participant's option, to "ProviewEXP," a secure website for transaction administration and review, report generation and analysis. **For Bail Transactions**, GPS will make available a bail summary report to Participant each day for all transactions completed

the previous day. **For Non-Bail Transactions**, GPS will make available a reconciliation report to Participant each day for all transactions completed the previous day. This report will also include any open transactions not previously approved.

For all payments, transactions may be completed by:

- Internet, using the www.govpaynow.com web site, or
- Telephone, accessing a Customer Service Representative ("CSR"), including bilingual (English and Spanish) CSRs, supported by a language line for additional translation services.

GPS will forward electronically to Participant's designated account(s) the funds for all approved transactions within two business days after transaction authorization, or will remit funds by check if Participant so requests **in writing**.

Visa Tax Program

GPS shall enroll Participant in the Visa Tax Program, subject to Visa's approval and related processes. Participants electing to enter the Visa Tax Program must sign the GPS Merchant Agreement. Payments may be made via Internet, via CSR, or both.

Equipment Modes

GovPayNet GovSwipe

GovSwipe may be combined with any service mode. GPS will provide Participant 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 Attachment. 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, sublicense, 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.

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 to GPS, at GPS's expense and by such method as GPS specifies.

Participant may increase or decrease the number of card readers deployed upon request **in writing** to and accepted **in writing** by GPS. GPS shall communicate any shipping and handling procedures and costs to Participant prior to taking any requested action.

Card readers 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 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.

GovPayNet BailCall

BailCall may be used for cash bail transactions only. In addition, GPS will provide Participant with wall-mounted "courtesy telephones" in accordance with the following terms. Any telephones and peripheral equipment GPS provides is and will remain the property of GPS. All telephones will ring directly into the GPS call center when the handset is lifted.

Participant shall be solely responsible for the installation of telephones in Participant's premises, consistent with GPS instructions and using qualified technicians. Participant will use reasonable care to protect telephones from loss, theft, damage or any legal encumbrance.

GPS shall provide telephones and installation instructions at service implementation and when providing any replacement or additional telephones, by shipment, at GPS's expense, to a location Participant designates. If Participant elects to terminate *BailCall* or upon termination of the Agreement, GPS will require Participant to return telephones to GPS, at GPS's expense and by such method as GPS specifies.

Participant may increase or decrease the number of telephones deployed upon request **in writing** to and accepted **in writing** by GPS. GPS shall communicate any shipping and handling procedures and costs to Participant prior to taking any requested action.



ATTACHMENT "B" – SERVICE FEE SCHEDULES
GPS Agreement No.: IL-CITYOFCOLUMBIA, REV01, 2012JUN25

Service Fee Schedule for Bail Payments	
Service Fee for Payments via Web/Gov\$wipe® <i>Service Fee Schedule 97</i>	Service Fee for Payments via Call Center/Live Agent <i>Service Fee Schedule 98</i>
7.0%	7.0%

All Service Fees Are Non-Refundable

Example:

<i>Web Payment Transaction Amount</i>	= \$300.00
<i>GovPayNet Service Fee = (300 x 0.07)</i>	= <u>\$ 21.00</u>
<i>Total Payment</i>	= \$321.00



ATTACHMENT “C” – SERVICE FEE SCHEDULES
GPS Agreement No.: IL-CITYOFCOLUMBIA, REV01, 2012JUN25

Service Fee Schedule for Non Criminal Justice Payments #1			
Payments Made via Internet (Web/Gov\$wipe®) Service Fee Schedule #108		Telephone-Assisted Payments (Call Center/Live Agent) Service Fee Schedule #109	
Transaction Range	Service Fee Amount	Transaction Range	Service Fee Amount
\$0.01 > \$50.00	\$1.50	\$0.01 > \$50.00	\$5.50
\$50.01 > \$75.00	\$1.75	\$50.01 > \$75.00	\$5.75
\$75.01 > \$100.00	\$3.00	\$75.01 > \$100.00	\$7.00
\$100.01 > \$150.00	\$5.00	\$100.01 > \$150.00	\$9.00
\$150.01 > \$200.00	\$7.00	\$150.01 > \$200.00	\$11.00
<i>For each additional increment of \$50.00, or portion thereof, add \$1.75.</i>		<i>For each additional increment of \$50.00, or portion thereof, add \$1.75.</i>	

All Service Fees are Non-Refundable

