

**ADDENDUM X**  
TO THE  
**SERVICE LEVEL AGREEMENT**  
FOR  
**ELECTRONIC TRANSACTION AND ACCESS**  
FOR  
**AGENCY/COUNTY/CITY**

AGREEMENTS

1. Overview

The Agency Name (Agency) authorizes the Portal Manager, to create a service for the Agency, in accordance with this Agreement. Description of Service is as follows:

Access by the Portal Manager will be on an inquiry-only, as needed basis for the purposes of processing funds through the Portal's **On-The-Go (OTG) Service** for the Agency. The Agency authorizes Access Idaho, through the Portal Manager, to be the exclusive agent for electronic transactions by private Users.

2. Definitions

**"ACH Transaction"** - Automated Clearing House, a system of the U.S. Federal Reserve Bank that provides electronic funds transfer (EFT) between banks.

**"Card"** –the credit cards branded as Visa, MasterCard, Discover, and American Express, as well as debit cards that display either the Visa or MasterCard logos.

**"Devices"** –the credit card swipe card device in this Agreement.

**"Payment System"** –the mobile device POS payment system hosted by Portal Manager.

**"Portal Manager's Network"** –the network systems of the Portal Manager that host the Payment System.

**"Services"** –the services provided by Portal Manager pursuant to this Agreement, as expressly set out in Section.

**"Statutory Fees"** –without limitation, the taxes, penalties, interest, fines, child support fees, licensing fees, or other fees assessed by statute, rule, court order or other governmental act and collected by the Agency from the User.

**“Transaction”** –the successful payment using a Card via the Payment System by a User, without regard to whether such Transaction is voided or charged-back by the Card issuer, or refunded by the Agency.

**“Portal Administration Fee”** –fee charged for use of the Payment System to pay Statutory Fees.

**“User”** –the person or entity that pays the Statutory Fees via the Payment System.

### 3. Equipment

For OTG, Portal Manager will provide an encrypted Device(s) that attaches to an Android mobile product audio jack at cost (plus shipping) for each Agency. Pricing for the Device(s) is subject to change the Portal vendor identified in Exhibit [a]. Portal Manager agrees to notify Agency at the time any additional Device(s) are ordered of any change in the price for the Device. A list of current prices is attached here to as Exhibit [a]. Agency shall reimburse the Portal Manager for Device(s) purchased by Agency and provided by Portal Manager under this agreement. Portal Manager agrees to provide the following additional materials with each Device:

- Full manufacturer’s installation and user guide;
- An assignment in a form acceptable to Agency of all applicable warranties; and
- Detailed instructions on how to reach the device manufacturer’s technical support.

Device is encrypted with a proprietary security key. Any additional Device(s) can only be provided by the Portal Manager to the Agency and shall be subject to all of the terms and conditions of this Agreement, unless the parties otherwise agree in writing. Device(s) will be shipped within 15 business days from receipt of a written notice from Agency.

### 4. Services

- a. During the term of this Agreement, Portal Manager will provide Agency with access to the following Portal Manager Internet-based applications:
  - i) Administrative Module. Portal Manager will provide Agency with access to administrative tools hosted on Portal Manager’s server that can be used by Agency to define credit card services, view transaction reports and initiate refunds.
- b. Portal Manager will provide Agency technical support for Service inquiries through a local phone number for the Agency. The Portal Manager’s technical support services are provided via telephone support.

5. Collection, Fees, and Payment

- a. Collection. The cost for each item posted to the application is set by the Agency. The Agency will not receive a bill from the Portal Manager for this service or any fees. The Portal Manager shall be entirely responsible for the assessment and collection of payments from Users. Any changes or amendments to the terms of this Addendum must be documented and agreed to in writing by the parties to this Addendum.
- b. Portal Administration Fee. For every credit/debit card transaction in which the Payment System is used, User shall pay, in addition to User's payment to the Agency, a non-refundable Portal Administration Fee equal to 3.00% of the amount of User's payment to the Agency plus \$1.00, due at the time the transaction is performed. This Portal Administration Fee will be retained by Portal Manager as compensation for its services under this agreement. Example: For a \$100 payment to Agency, User will be charged a Portal Administration Fee of \$4.00, for a total of \$104.00.

Portal Manager reserves the right to charge Agency for the Portal Administration Fee and any additional fees associated with a voided or charged back Transaction, when charged against Portal Manager by the Merchant Bank. It is the intent of this provision that such right may be exercised by Portal Manager only when Agency exhibits a pattern of excessive voided or charged back Transactions. In addition, if Agency has already received the voided or charged back statutory fee from Portal Manager, Agency shall refund the full amount of such statutory fee to Portal Manager upon receipt of evidence that such Transaction was charged back or voided by User.

- c. Payment of Statutory Fees. Payments of the Statutory Fees (regardless of whether the Portal Manager has collected the amount from the applicable User) shall be made from the Portal via ACH Transaction directly to a numbered account furnished by Agency. In addition, a payment/deposit report shall be available online to Agency.
- d. Statutory Fee Payment Due Date. The Portal Manager shall remit the portion of revenues constituting Statutory Fees to the appropriate Agency account, within 24 hours of when funds are received into Portal Manager's account.
- e. Records and Finances. All Portal documents and records maintained by the Portal Manager relating to Agency records shall be available for inspection; auditing and copying by the Agency or other authorized representatives.
- f. Disputed Charges. In the event of a disputed charge, a charge-back, voiding of a Transaction or a refund by Agency, Portal Manager will work with the Agency to resolve the dispute.

6. Agency Responsibilities.

- a. Agency is responsible for providing a compatible Android product with Wi-Fi capability or a data plan to successfully process transactions.
- b. Agency is responsible for providing information about, and a complete explanation of, the Portal Administration Fees to potential users.
- c. Agency is responsible for securing any required authorizations (including, without limitation, those required for compliance with any required statutes, rules or executive order) that are necessary to permit the adoption of the Services, the payment of Portal Administration Fees, and the other payments required for the Services, as set out in Section 4. Any such required authorizations shall be obtained prior to any Transactions being processed pursuant to this Agreement.
- d. Devices provided pursuant to this Agreement will be preprogrammed and ready for installation. Agency is responsible for installation of the Devices plus any required accessory equipment and/or utility software.
- e. Agency shall provide to the Portal Manager written notification as to what Agency account is to be used for the Statutory Fees.
- f. Agency will use due care in determining whether the User is authorized to use the Card to pay Statutory Fees.
- g. Security Measures. Agency shall take all necessary measures to protect the access codes provided to it by Portal Manager from unauthorized use or disclosure.

7. Warranty.

- a. Portal Manager represents that the Device(s) identified in Exhibit [a] are compatible with and will function with the Portal Manager's Payment. Portal Manager does not guarantee mechanical operation of the Devices. Portal Manager will assign and transfer to Agency, in a form acceptable to Agency, all manufacturer warranties for the Devices.
- b. Portal Manager is not responsible for Service downtime due to interruptions in cellular network connectivity or Internet connectivity, network interruptions, interruptions caused by Card companies or issuing banks, or due to routine system maintenance.
- c. Agency understands that Portal Manager's Services do not constitute and that Portal Manager is not providing credit availability, history or authorization for use of the Card, but rather Portal Manager provides the Services with respect to accessing such credit services via the Internet.

8. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days advance notice. In the event of such termination, Portal Manager shall transmit to Agency all Statutory Fees collected by Portal Manager which are due Agency, and Agency shall pay for Services up to the date of termination. Agency understands that upon termination, Portal Manager shall disconnect Agency's access to the Service, and Users will no longer be permitted to use the Service to make payment of Statutory Fees.
  
9. General.
  - a. Portal Manager does not require electronic access to information contained in a Agency computer database maintained by the Agency or its agent to create an electronic transaction service, in accordance with this Agreement.
    - i) Portal Manager shall not sell, lease or otherwise transfer transaction records to any other entity than Agency or authorized representative.
    - ii) Portal Manager shall create and maintain documents and records relating to Agency transactions and such records shall be available for inspection; auditing and copying by Agency or other authorized representatives.
  - b. Portal Manager shall be responsible for costs and expenses in maintaining the records created by Agency in its administrative interface and shall provide a record of transactions to Agency, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the administrative interface. Computer programs used by the Portal Manager shall:
    - i) Protect information from unauthorized access;
    - ii) Supply Transaction records to Agency on a timely basis in an accurate, understandable and logical format acceptable to Agency;
  - c. If required by Agency, Portal Manager shall cause Portal to require Agency employees to signify online prior to being allowed access to records that they will comply with any restriction required by law on use of the records. Agency access agreement will be in the form of a use message displayed online, with a required positive response, to be captured in a log file, prior to Agency employee being permitted to further search or view the record.

(County Template Signature Page)

*IN WITNESS WHEREOF*, the parties have executed this Addendum the day and year listed below on the County signature line.

**Xxx County Commissioners**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Full Name**, Commissioner District 1, **Chairman**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Full Name**, Commissioner District 2

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Full Name**, Commissioner District 3

ATTEST:

\_\_\_\_\_  
**Full Name**, **Xxx** County Clerk Date: \_\_\_\_\_

**Idaho Information Consortium, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff T. Walker, President

(City Template Signature Page)

*IN WITNESS WHEREOF*, the parties have executed this SLA the day and year first written above.

**City of XXX Council Members**

By: \_\_\_\_\_  
Full Name, Mayor

ATTEST:

\_\_\_\_\_  
Full Name, City Clerk-Treasurer

**Idaho Information Consortium LLC (d.b.a. Access Idaho)**

By \_\_\_\_\_  
Jeff T. Walker, President

Date \_\_\_\_\_

(State Template Signature Page)

*IN WITNESS WHEREOF*, the parties have executed this SLA the day and year first above written.

**Idaho XXX Agency**

By \_\_\_\_\_  
Full Name, Director

**Idaho Information Consortium, LLC**

By \_\_\_\_\_  
Jeff T. Walker, President

**Reviewed by Access Idaho Committee**

By \_\_\_\_\_  
Bill Farnsworth, Chairman

