

060629

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

Resolution or Ordinance (Blue) \_\_\_\_\_  
Recommendations of Board, Commissions & Committees (Green) \_\_\_\_\_  
Other Business (Pink) \_\_\_\_\_

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: October 27, 2006 (BOT) Date: November 16, 2006

TITLE: Agreement between Village of Lombard and GPS (Government Payment Service, Inc)

SUBMITTED BY: Pat Rollins, Deputy Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

The Lombard Police Department is requesting authorization in entering into an agreement with GPS who will facilitate and assume financial responsibility in collecting upon violators/arrestees on bail/bond/fines. Currently the Lombard Police Department through the Circuit Clerks office is allowed to collect cash bond for warrants, fines, bail etc. The Clerks office has authorized GPS to be an agent to collect monies from credit cards now. The owner of the credit card pays a surcharge if they wish to use this as a method to post bond/bail/fines. The Police Department would also use their services to be able to collect for other fees and fines related to our village operation. The surcharge goes to GPS and the actual full fine/fee would go to the Village.

FISCAL IMPACT/FUNDING SOURCE: n/a

Review (as necessary):

Finance Director X

Village Manager X

NOTE: All materials must be submitted to and approved by the Village Manager's office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

Date: 11/7/06

# Memorandum



**To:** William Lichter, Village Manager

**From:** Pat Rollins, Deputy Chief of Police

**Date:** 11/1/2006

**Re:** Collection of Fines/Bail/Bonds and other Fees

The Lombard Police Department currently collects bond and other monies for traffic violators and arrestees. Cash bond, I-Bonds, Drivers License and bond cards have been the acceptable method to release a violator or arrestee on their specific offense.

The DuPage Circuit Clerk's office granted local agencies the ability to collect funds through credit card transactions. They have authorized a company, Government Payment Services, Inc (also known as GPS) to facilitate the process through the credit cards. GPS charges on top of the full amount a surcharge. Other municipalities in DuPage County have followed suit in collecting bonds via credit cards as an alternative option. (Naperville, Sheriff's office, Bensenville, Addison, Woodridge, Wooddale, Willowbrook, Wheaton, and Clarendon Hills currently are using GPS)

Allowing credit cards to be charged for this purpose helps expedite the processing release time of offenders and violators. Offenders who do not have the cash on them or have access to the cash after banking hours would be held at the police department for hours until someone was able to raise the necessary funds to bond them out. Now through GPS we anticipate the holding/wait time on prisoners to move quicker for those who have available credit lines on their credit cards. Each municipality is required to sign off on the agreement with GPS to utilize their services in this matter. The clerk's office receives the funds via a bank transfer the next business day from GPS. Any credit card that is contested by the card holder deals with GPS. The clerk's office or the village would receive the money as if it were cash.

Staff recommends that we enter into an agreement with Government Payment Services.

R E S O L U T I O N  
R \_\_\_\_\_  
06

RESOLUTION APPROVING AN  
AGREEMENT WITH GOVERNMENT PAYMENTS SERVICES, INC. (GPS)  
REGARDING THE COLLECTION OF BAIL, BOND, FINES, FEES THROUGH  
THE USE OF CREDIT CARDS

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Government Payment Services, Inc. for the purpose of being able to collect bail, bond, fines, and fees by way of credit cards, and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1: That the Village President and/or Chief of Police and Director of Finance hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

Brigitte O'Brien  
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer  
Village Attorney

**AGREEMENT**  
**Agreement Number IL083106L0MBARDD01**

THIS AGREEMENT is made by and between the VILLAGE OF LOMBARD POLICE DEPARTMENT (Hereinafter THE AGENCY) and GOVERNMENT PAYMENT SERVICE, INC. (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 card for Cash Bond, Fines, Parking Tickets, Village Bills & Other Fees for THE AGENCY. GPS is a cash facilitator and not a bail bond company. The Cash Bond, Fines, Parking Tickets, Village Bills & Other Fees received by THE AGENCY is money belonging to the Cardholder and is not GPS money. The GPS System will provide the service from a remote location 24 hours per day/seven days per week. The person wanting to pay Cash Bond, Fines, Parking Tickets, Village Bills & Other Fees to THE AGENCY by credit card may do so by calling the GPS office for instructions.

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

GPS agrees to provide the Service described herein, pay the necessary telephone service costs and all training costs in accordance with the terms and conditions of this Agreement.

2. **AUTHORIZATION TO BEGIN.** THE AGENCY grants GPS authorization to begin a remote pay service, as outlined in this Agreement for a minimum period of one (1) year. This Agreement will be automatically extended for additional one (1) year periods for up to a total of five (5) years, including the initial one (1) year period. THE AGENCY further agrees to direct anyone wishing to pay Cash Bond, Fines, Parking Tickets, Village Bills & Other Fees by credit card, of the GPS telephone number and allow GPS to place signage at the location describing the Services, subject to approval by THE AGENCY, which approval shall not be unreasonably withheld.

3. **REPRESENTATION OF THE PARTIES.** GPS represents and warrants that it is qualified by training and experience to perform the Services as outlined in this Agreement.

4. **COMPENSATION FOR GPS.** GPS shall not be entitled to any compensation with respect to the Service other than that set forth in Attachments "A" and/or "B" which is paid by the Payee and not THE AGENCY. It is hereby agreed and understood that there are no costs to THE AGENCY.

5. **COSTS.** GPS shall provide toll free telephone numbers for all communications between THE AGENCY and GPS and between the Payee and GPS. GPS will provide complete training for THE AGENCY at no cost to THE AGENCY.

6. **STATE AND FEDERAL TAXES.** THE AGENCY shall not be responsible for paying any state or federal taxes on GPS's behalf.

7. **RECONCILIATION.** GPS will fax a reconciliation report to THE AGENCY each business day for all transactions completed the previous business day(s). Upon THE AGENCY'S approval of the date of request, bond amount and cardholder's name, THE AGENCY'S representative will acknowledge its approval by signing the reconciliation report and fax it back to GPS. The agreed amount will be forwarded directly to THE AGENCY or THE AGENCY account within two business days after GPS receives a faxed copy of the signed reconciliation report.

In the event of a dispute as to any bond amount on the reconciliation report, the disputed amount shall be noted on the reconciliation report and faxed back to GPS. GPS shall then forward any agreed upon amount to THE AGENCY as provided above. The parties shall then act promptly to resolve the disputed amount in good faith. The failure to resolve the dispute to the satisfaction of both parties shall be sufficient cause for either party to terminate the agreement, and/or to seek such rights or remedies as they may have at law or in equity.

8. **INDEPENDENT CONTRACTOR.** 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 perform the Services in a skillful and professional manner. GPS agrees to perform the Services in such a manner.

**9. RESPONSIBILITIES OF THE AGENCY.** THE AGENCY shall provide a fax number and the equipment to receive transaction documents. For all transactions under this Agreement, THE AGENCY will follow, upon THE AGENCY'S receipt and at no cost or expense to THE AGENCY, such reasonable procedures as GPS adopts. THE AGENCY will use its best efforts to verify that an individual, who is subject to a cash bond, is the cardholder but makes no guarantee in the event of a misidentification.

**10. CONFIDENTIALITY AND NONDISCLOSURE.** GPS agrees 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 AGENCY or as required by law or regulation.

**11. INDEMNIFICATION.** GPS agrees to defend, indemnify, and hold harmless THE AGENCY, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses (including attorneys fees), judgments or liabilities including the reasonable fees and expenses of their attorneys, asserted against them or sought to be imposed upon them individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with GPS's services under this Agreement.

**12. INSURANCE.** GPS warrants that it maintains sufficient insurance coverage to meet the indemnity provisions in this Agreement, such insurance to specifically include coverage of employee acts of dishonesty. THE AGENCY shall be named as an additional insured on such policies and said insurance shall remain in effect during the entire term hereof. GPS shall, prior to the commencement of the Agreement term, furnish to THE AGENCY certificates evidencing the insurance coverage required herein, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to THE AGENCY.

**13. LAWS, LICENSING.** GPS will comply with all state and federal laws in the provision of services contemplated under this Agreement, shall maintain and keep current any licenses or permits so required, and shall provide THE AGENCY with evidence of such licenses or permits prior to execution of this Agreement and on an annual or other basis as said licenses are renewed. GPS represents and warrants that it is authorized to do business in the State of Illinois.

**14. TERMINATION.** THE AGENCY may also terminate this Agreement without cause upon sixty (60) days written notice.

**15. ILLINOIS LAW.** This Agreement shall be governed by the laws of the State of Illinois. Any litigation regarding this Agreement or its content shall be filed in DuPage County, Illinois, if in State Court, or in the Northern District of Illinois, if in Federal Court.

**16. NOTICE.** 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. Patrick Rollins, Deputy Chief of Police  
Village of Lombard Police Department  
235 E Wilson Avenue  
Lombard, IL 60148  
Fax #: (630) 873-4470

**GPS:**  
Mr. Dale W. Conrad, CEO  
Government Payment Service, Inc.  
5555 West 73<sup>rd</sup> Street  
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.

**17. 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.

Agreement between: the VILLAGE OF LOMBARD POLICE DEPARTMENT and GOVERNMENT PAYMENT SERVICE, INC. dated August 31, 2006.  
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by THE AGENCY.

Reviewed and Approved:

Raymond Byrne, Chief of Police  
Village of Lombard Police Department

\_\_\_\_\_  
Date:

David G. Conrad, President  
Government Payment Service, Inc.

\_\_\_\_\_  
Date: 8/31/06

Len Flood, Director of Finance  
Village of Lombard Police Department

\_\_\_\_\_  
Date:

**ATTACHMENT "A"**  
**Agreement Number IL083106L0MBARDDP01**

GPS Transaction Payment Fee Schedule  
**FOR CASH BOND**

<u>Ball Amount</u>	<u>Fee</u>
\$1,500.01 - \$750.00	10%
\$750.01 - \$1,500.00	9%
\$1,500.01 - AND UP	8%

RECONCILIATION

**TIME LINE FOR RECONCILIATION OF PAYMENTS**

GPS will fax a reconciliation report to THE AGENCY each business day for all transactions completed the previous business day(s). Upon THE AGENCY'S approval of the date of request, bond amount and cardholder's name, THE AGENCY'S representative will acknowledge its approval by signing the reconciliation report and fax it back to GPS. The agreed amount will be forwarded directly to THE AGENCY or THE AGENCY account within two business days after GPS receives a faxed copy of the signed reconciliation report.

In the event of a dispute as to any bond amount on the reconciliation report, the disputed amount shall be noted on the reconciliation report and faxed back to GPS. GPS shall then forward any agreed upon amount to THE AGENCY as provided above. The parties shall then act promptly to resolve the disputed amount in good faith. The failure to resolve the dispute to the satisfaction of both parties shall be sufficient cause for either party to terminate the agreement, and/or to seek such rights or remedies as they may have at law or in equity.



**ATTACHMENT "B"**  
**Agreement Number IL083103L0MBARPPD01**

**GPS Transaction Payment Fee Schedule  
FOR FINES, WARRANTS, PARKING TICKETS, VILLAGE BILLS & OTHER FEES**

**Payments Made Through the Call Center**  
CHARGE AMOUNT ALL  
4-3/4%  
SERVICE FEE

**Payments Made Via the Internet**  
CHARGE AMOUNT ALL  
3-1/2%  
SERVICE FEE

**RECONCILIATION**

**TIME LINE FOR RECONCILIATION OF PAYMENTS**

GPS will fax a reconciliation report to THE AGENCY each business day for all transactions completed the previous business day(s). Upon THE AGENCY'S approval of the date of request, bond amount and cardholder's name, THE AGENCY'S representative will acknowledge its approval by signing the reconciliation report and fax it back to GPS. The agreed amount will be forwarded directly to THE AGENCY or THE AGENCY account within two business days after GPS receives a faxed copy of the signed reconciliation report.

In the event of a dispute as to any bond amount on the reconciliation report, the disputed amount shall be noted on the reconciliation report and faxed back to GPS. GPS shall then forward any agreed upon amount to THE AGENCY as provided above. The parties shall then act promptly to resolve the disputed amount in good faith. The failure to resolve the dispute to the satisfaction of both parties shall be sufficient cause for either party to terminate the agreement, and/or to seek such rights or remedies as they may have at law or in equity.