

**GENERAL PAYMENT SYSTEMS, INC.  
d/b/a EZ Card and Kiosk  
SERVICE LOCATION AGREEMENT**

The Parties to this Agreement are:

**General Payment Systems, Inc., d/b/a EZ Card and Kiosk, 15375 Barranca Pkwy., Suite C-102, Irvine, CA 92618**, is a payment processor engaged in the business of placing and operating the EZ Kiosks for the purpose of accepting cash, coin, debit cards or credit cards for the purpose of collecting various payments as an agent for a government entity. In addition, our EZ secured web site, for remote transactions over a secure internet connection; as well as future products and services deployed as mutually agreed upon; hereafter referred to as the PROVIDER in this Agreement, and Jackson County, Missouri, which is in engaged in the business of administering and managing collection of payments hereafter referred to as the FACILITY in this Agreement.

**Agency Relationship.** FACILITY and PROVIDER hereby expressly agree that this Agreement shall create an agency relationship between FACILITY and PROVIDER. FACILITY appoints PROVIDER as its agent to carry out all Services described in this Agreement, including any money transmission services on behalf of FACILITY.

**ARTICLES**

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:**

The term of this agreement shall be for a period of **three (3) years** from the date of installation with two (2) one-year extensions. The FACILITY or PROVIDER may terminate this contract with sixty (60) days notice.

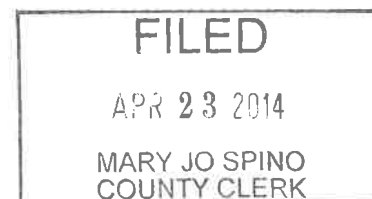
2. **KIOSK:**

A. The PROVIDER agrees to provide, and the FACILITY agrees to accept, EZ kiosk(s), provided by EZ CARD AND KIOSK.

B. The type of kiosk(s) will be determined by the PROVIDER.

C. The kiosk(s) will be provided at no charge to the FACILITY conditional to the standard user fees as stated in Article 3. Any adjustments made to standard user fees must be done in writing.

D. PROVIDER guarantees upon issuance of a payment ID, FACILITY is guaranteed the funds regardless of any subsequent events pertaining to a fraudulent act in accordance with the



transaction. Once a payment ID is issued, funds are considered in the custody of the FACILITY. In the event fraud has been committed, PROVIDER will respectfully request the FACILITY to freeze any remaining funds while under investigation in cases where it is possible. FACILITY is under no obligation to cooperate with recovery of any funds.

3. **USER FEES:**

**Cash - Inmate Money Load or Payments at Kiosk**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE:</b>
ANY	\$3.00

**Credit/Debit Card or Check - Inmate Money Load or Other Payment Services at KIOSK**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE:</b>
\$0.01-\$19.99	\$3.99
\$20.00 - \$49.99	\$5.99
\$50.00 - \$99.99	\$7.99
\$100.00 - \$199.99	\$9.99
\$200 and up	8% of payment

**Booking Kiosk**

<b>USAGE:</b>	<b>TRANSACTION FEE:</b>
Collect inmate cash	<i>No Charge</i>
Text Notification (1 <sup>st</sup> message)	\$2.99
Text Notification (subsequent messages)	\$1.99 each

**Credit/Debit Card - Inmate Money Load or Other Payment Services by WEB**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE:</b>
\$0.01-\$19.99	\$3.99
\$20.00 - \$49.99	\$5.99
\$50.00 - \$99.99	\$7.99
\$100.00 - \$199.99	\$9.99
\$200 and up	9% of payment

**Credit/Debit Card - Inmate Money Load or Other Payment Services by PHONE**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE*<sup>1</sup>:</b>
\$0.01-\$19.99	\$5.99
\$20.00 - \$49.99	\$7.99
\$50.00 - \$99.99	\$9.99
\$100.00 - \$199.99	\$11.99
\$200 and up	\$2.00 plus 9% of payment

**Cash, Credit/Debit Card or Check - Inmate Bail by KIOSK**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE:</b>
Up to \$2000.00	\$10.00 + 8% of Bail
\$2000.01 and more	8% of Bail

**Cash, Credit/Debit Card or Check - Inmate Bail by WEB**

<b>AMOUNT PAID:</b>	<b>TRANSACTION FEE:</b>
Up to \$2000.00	\$10.00 + 8% of Bail
\$2000.01 and more	8% of Bail

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<sup>1</sup> These fees reflect the added expense of providing service by live customer service agents.

FACILITY and PROVIDER agree to review the fee structure annually and apply adjustments as needed to adequately maintain the program upon a showing by the PROVIDER of a compelling reason to raise any fee. Fees requiring changes by issuing or government oversight authority will change upon receipt of said order.

#### **4. KIOSK MAINTENANCE AND REPAIR:**

A. The PROVIDER warrants that the EZ Kiosk(s) is in good working order and will be maintained on a full time basis by the PROVIDER. If for some reason the EZ Kiosk(s) is not repairable, the PROVIDER shall replace it with another comparable machine in good working order within five (5) working days.

B. The FACILITY warrants that it shall keep the EZ Kiosk(s) in an accessible area for use. However, the selection of the location of the EZ Kiosk(s) in the FACILITY shall be at the discretion of the FACILITY. The FACILITY agrees to provide adequate security to protect both parties interest in the EZ Kiosk(s).

C. PROVIDER agrees to collect funds from the kiosk(s) and transfer those funds to the FACILITY'S designated bank account on a regular basis. Details shall be identified in the planning meeting with the PROVIDER and FACILITY.

#### **5. DISPUTE/DISAGREEMENT RESOLUTION**

A. Whenever during the term of this Agreement, any disagreement or dispute arises between the parties as to the interpretation of the terms or conditions of this Agreement; the dispute shall be resolved whenever possible, by meeting and conferring. Either party may request such a meeting by giving notice to the other, in writing, in which case such other party shall make itself available within five (5) working days thereafter to resolve the disagreement or dispute.

B. In the event the parties are unable to resolve the disagreement or dispute, either party may seek relief in Missouri Courts.

C. Except to the extent necessary to enforce the provisions of this Agreement, nothing contained herein shall be deemed to be a waiver of the inherent sovereign immunity of the FACILITY from un-consented suit or claims or otherwise available under applicable law, or to create any right against the FACILITY in favor of any party not a party to this Agreement.

#### **6. EARLY TERMINATION OF AGREEMENT**

A. Both the PROVIDER and FACILITY agree to use any and all possible resources available to them to protect the continuation of the FACILITY'S EZ Kiosk(s) operation from any outside interference, including State, Federal, and other agencies. However, if any Agency, with proper authority, interferes with the FACILITY'S ability to conduct operations, then this Agreement will be placed on hold extending the duration of this Agreement equal to the days placed on hold.

B. If the FACILITY does not resume the operation, the PROVIDER, at its option, may remove the kiosk from the FACILITY.

**7. INTERNET READY LOCATION**

At least five (5) days prior to delivery of the Kiosk, the FACILITY shall provide the PROVIDER with a proof of Internet connectivity capable of high-speed broadband Internet with a CAT-5 connector for use by the Kiosk, Internet connectivity without interference from internal firewalls and electrical power.

**8. OWNERSHIP**

The provided EZ Kiosk(s) are and will at all times remain the sole property of PROVIDER and the FACILITY shall have no right, title, or interest therein except as expressly set forth in this Agreement.

**9. PERSONAL PROPERTY**

The EZ Kiosk(s) provided is and shall at all times remain, personal property, notwithstanding that it or any part of it may now be, or may in the future become, in any manner attached to, or embedded in, or permanently resting on, real property or any building on such real property, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, or screws.

**10. INSPECTION BY PROVIDER**

Upon reasonable advance notice and subject to whatever security requirements the FACILITY deems appropriate, the PROVIDER shall have the right at any time, except when stipulated otherwise, to enter the premises occupied by the provided Kiosk and shall be given free access to such premises and afforded necessary facilities for the purpose of inspection, maintenance and repair.

**11. TITLE**

Title to the EZ Kiosk(s) provided will at all times remain in the name of the PROVIDER. The FACILITY will give the PROVIDER immediate notice of any claim, levy, lien, or legal process issued against the Kiosk(s) covered by this lease Agreement.

**12. DELIVERY OF NOTICES**

All notices under this Agreement will be delivered in person or by certified mail to an authorized representative of the party to whom delivery is made at the place of business of that party, or to any other place specifically designated by the party.

**13. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, together with the FACILITY'S Request for Proposals (RFP) 3-14, and PROVIDER'S Response to that proposal, constitute the entire agreement and understanding of the parties. In the event of a conflict among the provisions of any of these documents, the provision of the document that appears first in the following order shall prevail:

1. This Agreement
2. PROVIDER'S Response to RFP 3-14
3. RFP 3-14

This Agreement may not be modified or terminated except as provided herein or by other written agreement. If any provision of this Agreement is deemed invalid it shall be considered deleted from this Agreement, and shall not invalidate the remaining provisions.

#### **14. AUTHORITY TO EXECUTE**

Each party warrants to the other that it has full authority to execute this Agreement.

#### **15. EXECUTION OF AGREEMENT**

This Agreement is not binding on either party until executed by a properly authorized representative of each party, and until the Kiosk is placed and is operable.

#### **16. GOVERNING LAW**

This Agreement shall be interpreted and governed under the law of the State of Missouri.

Whereas each state has independent authority to regulate the activities of the services that are provided by PROVIDER, a state specific disclosure is required to document the responsibilities of the participating parties.

The parties agree as follows:

1. PROVIDER provides technology and services that allow FACILITY to collect cash, credit and debit payments directly from various payers.
2. All transactions are between the payers and the FACILITY (Not PROVIDER).
3. Funds from these transactions are agency assets and never assets of PROVIDER.
4. PROVIDER is contractually obligated and fully liable to the FACILITY for the delivery of the funds through the settlement process.
5. The FACILITY is fully liable to the payer for the transaction.

Section 10 is required to define the relationship between the FACILITY and PROVIDER and the payer. PROVIDER is a payment processor and processes payments by and between the payer and the FACILITY. PROVIDER is obligated to deliver the funds through the settlement process to the FACILITY. The FACILITY is obligated to honor the payment once a receipt is issued. PROVIDER is never obligated to the payer and has no relationship to the payer. PROVIDER has a contractual relationship with the FACILITY and is obligated to the FACILITY.

PROVIDER:

FACILITY:

By: Ronald Acetv  
GENERAL PAYMENT  
SYSTEMS, INC. D/B/A  
PROVIDER AND KIOSK

By: Q. Troy Thomas  
Q. Troy Thomas  
Director of Finance and Purchasing  
JACKSON COUNTY, MISSOURI

Executed on 4.15.14

Executed on 4-23-14

APPROVED AS TO FORM:  
W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

ATTEST  
Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

Initial AS

Confidential – Service Location Agreement