



City of Saginaw

City of Saginaw

Meeting Date: 04/21/2015

Staff Contact:

Dolph Johnson

Asst. City Manager/Finance Dir.

Agenda Item: 4e
(CC-0415-05)

E-mail:

djohnson@ci.saginaw.tx.us

Phone:

817-232-4640

SUBJECT: Action regarding Service Agreement with TrafficPayment.com for Municipal Court Credit Card Payments

BACKGROUND/DISCUSSION:

This item is in regard to municipal court payments made by credit cards. Currently the City uses a third party credit card payment group and the City pays the transaction fees (approximately \$7,000 per year). The City's Municipal Court software provider has recently partnered with TrafficPayment.com. The proposed service agreement with TrafficPayment.com will allow us to continue with our existing software for payments but the City will no longer pay the transaction fees. The card user will be charged the transaction fees (\$0 to \$100 fee will be \$5 for online and phone payments; \$100+ will be 5% for online and phone payments; and on-site payments will be 3.5% with a minimum charge of \$0.95). Note: Customers also have the option to pay for citations with a check or cash to avoid a fee. The proposed agreement has been reviewed by the City Attorney.

FINANCIAL IMPACT:

The financial impact will be the savings of approximately \$7,000 per year.

RECOMMENDATION:

Staff recommends approval of the service agreement with TrafficPayment.com for the Municipal Court credit card payments.

Attachments

Memo with Attachment from Dolph Johnson

MEMORANDUM

DATE: April 16, 2015
TO: Nan Stanford, City Manager
FROM: Dolph Johnson, Assistant City Manager
RE: Municipal Court Credit Card Agreement

The City uses UDS software for our municipal court reporting and payments. UDS has now partnered with Traffic Payment for the telephone, online and on-site credit card payment solutions. We currently use Element, a third party credit card payment group. By switching to Traffic Payment we will be able to continue with our existing software and hardware (credit card swipers) and the City will no longer pay the credit card transaction fees resulting in a savings to the City of approximately \$7,000 per year. The transaction fees will now be paid by the card users at the following rates:

\$0 to \$100 fee will be \$5 for online and phone payments

\$100+ fee will be 5% for online and phone payments

On-site payments will be 3.5% with a minimum charge of \$0.95

Attached is a service agreement with Traffic Payment that has been reviewed and by the City Attorney. Staff recommends approval of the agreement.



TrafficPayment.com Service Agreement

Important – Read Carefully: This is an agreement between The Payment Group, LLC and its division, TRAFFICPAYMENT.COM ("TP"), a Texas limited liability company, and Saginaw, Texas ("Client"), for the license of TP telephone citation payment service, associated software, hardware, media materials, and electronic documentation. Client and TP are collectively referred to in this agreement as the "Parties". The purpose of this agreement is to state the terms and conditions under which TP will provide for Client *telephone citation payment services and/or online citation payment services* to individuals who have received citation(s) from Client for traffic or other legal violations ("End User").

Agreement

- Services Provided:** TP will provide pay-by-phone services via toll-free number during normal business hours. TP will also provide ancillary services for Client, including all necessary installation/setup, promotional assistance, credit card processing, payments to client's specified account(s), and access to real time online reporting. Client agrees to retain the service of TP to act as an agent for the limited purpose of receiving and processing debit and credit card payments. Client agrees to promptly clear all citations upon notice or posting by TP that payment for such citations has been received by TP. If a "chargeback" to a credit/debit card occurs, TP will handle the matter and make the proper adjustment on the next Client report, and Client will then reinstate the affected citation(s) as remaining outstanding and unpaid.
- Timing of Contract:** TP will furnish the necessary setup and perform all services required to begin processing citation payments within twenty- four (24) hours, or as soon as is practicable thereafter, of the time this contract and other paperwork are completed and received by TP.
- Property of TP:** All computer programs, written procedures, promotional materials, and other supporting items used in the work performed for Client shall be the property of TP, and shall be returned upon termination of this agreement.
- Hardware and Software Requirements:** In order to access posting of payments and view online reports, and communicate with TP, Client needs the following: Access to the Internet and ability to browse to TP administration website, an email address, an up-to-date copy of Adobe Reader to view reports, and a telephone line for TP to communicate with Client when a payment is received or for any other common communication.
- Information Provided by Client:** Client must provide the following to TP prior to startup:
 - Any and all standard contact information;
 - Bank routing number, bank account number (if using direct deposit); and
 - Bank account type for deposit of all payments (if using direct deposit).
- Actions to be Performed by TP:** TP will provide toll free pay-by-phone service during business hours, and paper check or electronic payment to the Client for all citations paid using TP. TP will provide all necessary technical support to maintain the payment system 24 hours a day, 7 days a week. TP will send or electronically deposit funds to Client on Wednesday of each week for the previous week's (Monday-Sunday) activity to the account or address specified.
- Term and Cancellation of Contract:** The term of this agreement shall begin on the date executed by both parties and shall continue in full force and effect from that date until it is terminated by thirty (30) days written notice from either party to the other.
- Indemnity:** TP will hold harmless the Client for causes of action and damages resulting from the wrongful arrest of defendants due to TP's negligence in processing and reporting payments in accordance with this Agreement. To the extent allowed by law, Client will hold harmless TP for causes of action and damages resulting from the wrongful arrest of defendants due to Client's negligence in processing payments or errors in information generated by Client and furnished to TP. The liability of either Party to the other with respect to this Agreement shall not include any contingent liability or exemplary or consequential damages.
- Reservation:** All rights not expressly granted in this agreement are reserved by TP.
- Support Services:** TP will provide Client with support services related to all aspects of TP citation payment service. The TP web portal, software applications, electronic payments, online reports, and promotional materials are the specific services supported. Client may contact TP support services during business hours Monday through Friday 8:00am to 5:00pm, CST. It is understood that TP will charge End Users a processing fee for the use of its services, and in no event shall Client ever be responsible for any such fee.

Initials: "TP" PH "Client" _____



- 11. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 12. **Promotional Materials:** Client agrees to the following for promotional purposes: *a.* to allow TP to use any logo or trademark of Client on the TP website for Client Identification if deemed necessary by TP; and *b.* to allow TP to send promotional material to Client regarding TP services for Client to display on-site reflecting TP as an authorized agent of Client to receive payment of traffic and parking citations. The use of these materials is optional and Client is in no way obligated to use or display.
- 13. **Miscellaneous Provisions:**
 - a. *Texas Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in the State of Texas. Venue for any disputes shall like in Tarrant County, Texas.
 - b. *Parties Bound:* This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
 - c. *Legal Construction:* In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in the agreement.
 - d. *Sole Agreement:* This agreement constitutes the sole agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

The Payment Group/TrafficPayment.com

City of Saginaw Municipal Court

Name: Peter Neang

Name: _____

Title: Account Executive

Title: _____

Address: 5151 Belt Line Rd. Suite 505

Address: _____

Dallas, Texas 75254

Signature: 

Signature: _____

Date: April 15, 2015

Date: _____

Intials: "TP" PN. "Client" _____