



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-002-2019

File Number: RES-18:195

Enactment Number: R-EN-002-2019

A RESOLUTION TO CONTRACT WITH INFORMATION NETWORK OF ARKANSAS
(INA) TO DEVELOP AN ONLINE PAYMENT PORTAL AND PROVIDE ONLINE
PAYMENT COLLECTION SERVICES FOR THE CITY OF JONESBORO

WHEREAS, the City of Jonesboro would like to offer online payment options to the public through the City of Jonesboro website; and

WHEREAS, the Information Network of Arkansas (INA) has a contract with the State of Arkansas to provide these services.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF
JONESBORO, ARKANSAS THAT:

Section 1: The City of Jonesboro shall contract with Information of Arkansas to develop an online payment portal and provide payment collection services. A copy of said contract is attached as Exhibit A.

Section 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

PASSED AND APPROVED this 3rd day of January, 2019.



**INTERAGENCY SERVICE LEVEL AGREEMENT
BETWEEN ELIGIBLE GOVERNMENT ENTITIES
FOR ELECTRONIC ACCESS TO PUBLIC RECORDS
AND CONDUCTING ELECTRONIC TRANSACTIONS**

IN CONNECTION WITH ELECTRONIC PAYMENTS

**INFORMATION NETWORK OF ARKANSAS
and the
CITY OF JONESBORO**

THIS INTERAGENCY AGREEMENT ("Agreement") is made by and between the **City of Jonesboro** (hereinafter "The Agency") and the Information Network of Arkansas (hereinafter "INA"), a public instrumentality of the State of Arkansas.

RECITALS

WHEREAS, the INA entered into that certain Contract for Network Manager Services (hereinafter, "Master Contract") with Arkansas Information Consortium, INC., a for-profit Arkansas corporation (hereinafter "Network Manager"), to provide electronic access to public records information through a gateway network (hereinafter "the Network"); and

WHEREAS, pursuant to the Master Contract, on behalf of the INA, the Network Manager is to negotiate an agreement with state & local governmental agencies; and

WHEREAS, the purpose of this Agreement is to provide The Agency with the capability to receive, fulfill, and accept electronic payments through the INA; and

WHEREAS, electronic distribution through the Network would materially assist The Agency in accomplishing its role of accepting payments electronically, while relieving some administrative burden from The Agency for the delivery and acceptance of such information;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:



AGREEMENTS

1. The Agency Payments and Network Manager as Agent. The Agency authorizes the Network Manager, on behalf of the INA, to collect Payments for those Users and/or Subscribers approved by The Agency following the restrictions placed on the distribution of the information to only those persons authorized and required by law and to originate the payments from those Users and/or Subscribers.
2. Record Supply Costs and Computer Programs. The Network Manager shall be responsible for costs and expenses in establishing the capability to: (1) distribute and accept The Agency Payment data; (2) to translate The Agency Payment Data according to the specifications of The Agency; and (3) to deliver to INA Users and/or Subscribers translated The Agency Payment receipts.
3. Fees and Collection. The Network Manager shall be responsible for the collection of transaction payments from Users and/or Subscribers according to Schedule A. The Network Manager may charge no additional amounts without the prior written agreement of the INA and The Agency. INA shall collect payment for transactions successfully completed online by processing credit cards (Visa, MasterCard, Discover and American Express) and / or eChecks (ACH Debit). These funds, less payment to INA for its services as set forth in Schedule A, and less bad debt charges (returns) will be initiated for deposit by INA into The Agency bank account with the appropriate audit trails needed for reconciliation, within a window not less than 24 hours nor more than 72 hours after receipt by INA. Payment data shall be submitted daily to The Agency.

Fee Schedule:

- a. *There shall be no cost to The Agency for initial development and hosting of the applications services hereunder.*
- b. *INA shall add applicable fees to each payment processed through the Network as outlined in Schedule A. Fees may be passed on to the end user or absorbed by The Agency as outlined in Schedule A.*

These fees are intended to offset any banking expense and the expense associated with hosting, application development, the administrative support of the application, and the cost of the use of the portal by The Agency.

4. Records and Finances. All Network documents and records maintained by the Network Manager relating to this contract shall be available for inspection, auditing, and copying by The Agency or other authorized representatives designated by The Agency.



5. Contract Representatives. All contacts to The Agency regarding this Agreement and the performance thereunder by the INA and the Network Manager shall be directed to:

City of Jonesboro
Harold Perrin, Mayor
Municipal Center
300 South Church Street
Jonesboro, AR 72403
(870) 932-1052
(870) 933-4619 (Fax)

All contacts to the INA regarding this Agreement and the performance thereunder by the INA and the Network Manager shall be directed to:


Information Network of Arkansas
Bob Sanders, General Manager
425 W. Capitol Ave, Suite 1620
Little Rock, AR 72201
(501) 324-8915
(501) 324-8904 (Fax)

6. Term of Agreement. Unless sooner terminated pursuant to the terms herein, the term of this Agreement shall be co-terminal with the term of the Master Contract.
7. Incorporation by Reference. Those terms and conditions of the Master Contract, which are relevant to this Agreement, are hereby incorporated in this Agreement as though fully set out.
8. Indemnity. INA agrees to indemnify The Agency for any losses, claims, damages or judgments resulting from breach of this agreement, unauthorized use of The Agency Official Records or illegal activity of INA or the Network Manager.
9. Termination. This agreement shall commence on the date of the last signature hereto and may be canceled at any time upon sixty (60) days written notice by INA or The Agency, signed by a duly authorized representative of either The Agency or INA, as applicable.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

INFORMATION NETWORK OF ARKANSAS:

By: 
Signature
Bob Sanders, General Manager


Date: 10/19/18



SCHEDULE A
SERVICE & FEES

City of Jonesboro

Project Service	INA Portal Fee for E-Check Payments	INA Portal Fee for Credit Card Payments	INA Portal Fee for Subscriber Payments	INA Portal Fee Paid By (End User or Agency)
Online Payment Processing	\$2.00	3% + \$1.00	N/A	End User
OTC Payment Processing	\$2.00	3% + \$1.00	N/A	End User


 Reviewed by: _____



SCHEDULE B

Credit Card and eCheck (ACH) Processing and Collection Policies

Credit Card Payments – Credit Card payments are verified with online provider immediately and funds are held on the consumer or business card for settlement nightly.

Credit Card Disputed Chargebacks – Credit card consumers, by law, can dispute an unauthorized charge posted to their account. Length of time is dependent upon credit card company procedures.

- a. Consumer files a dispute of charge on their card with their credit card company.
- b. Credit Card Merchant Services notifies INA in writing and posts a debit to the INA account for the amount in dispute.
- c. INA sends proof of payment transaction to Credit Card Merchant Services.
- d. Credit Card Merchant Services posts credit to INA merchant account.
- e. If Merchant Services denies request and proof of transaction, INA will contact The Agency financial account designee to arrange transfer of uncollected funds and provide the following documentation.
 1. Copy of Merchant Services chargeback advise
 2. Copy of INA transaction verification
 3. Copy of order id showing disbursement date, amount, etc.

INA will invoice The Agency for the amount previously disbursed on credit card Chargebacks (disputed charges) retrieved by Merchant Services

ACH Debit (eCheck) Payments – ACH or eCheck consumers authorize a debit against their bank account. Currently, ACH payments cannot be verified against the drawing bank immediately. ACH requests are batched up each day and sent for processing by INA's ACH provider.

ACH Debit (eCheck) Returns- NACHA rules allow 48 hours for drawing banks to notify the ACH processing bank of returns. Consumers have 60 days to dispute an unauthorized ACH transaction posted to their account.

- a. Drawing bank notifies INA ACH bank of return item.
- b. INA automated process designates the transaction as "Cancelled or Returned" in the daily disbursement email along with the order id, parcel number, and transaction amount. (The Agency payment marked "Cancelled or Returned")



- c. INA will begin collection process identified in section d-e below.
- d. INA will provide initial collection services [1. Email notification; 2. written letter; 3. phone call (optional)] for those Returned Transactions previously disbursed to Agency and returned after the 48-hour period.
- e. INA will invoice The Agency along with the following supporting documentation at the start of each month for the total items returned (bad debt) and not collected upon within a period not to exceed 45 days.
 1. Copy of letter sent to customer
 2. Copy of ACH return notification from INA ACH Bank
 3. Copy of order id showing disbursement date, amount, etc.

Definitions

CC – Credit Card payments are verified with online provider immediately and funds are held on the consumer or business card for settlement nightly.

ACH – ACH or E-check consumers authorize a debit against their bank account. Currently, ACH payments cannot be verified against the drawing bank immediately. ACH requests are batched up each afternoon day and sent for processing by INA's ACH provider. NACHA rules allow 48 hours for drawing banks to notify the ACH processing bank of returns. Consumers have 60 days to dispute an unauthorized ACH transaction posted to their account.

INA Financial Contact and Information:

Christy Warner
Service Desk Director
501-324-8905
cwarner@ark.org

