

EXHIBIT B TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER #4 FOR ELECTRONIC TRANSACTIONS AND ACCESS FOR TRANSACTION PAYMENT ENGINE (TPE) PAYMENTS TO CITY OF MERIDIAN—POLICE DEPARTMENT

This **TASK ORDER #4** is made and entered into this ____ day of _____, 2021, by and between the City of Meridian (hereinafter “City”), a municipal corporation organized under the laws of the State of Idaho, and Idaho Information Consortium, LLC, (d.b.a. Access Idaho) a limited liability company (hereinafter “Portal Manager”) organized under the laws of the State of Idaho.

WHEREAS, on February 2, 2010, Portal Manager and City entered into a Master Agreement for Professional Services (“Master Agreement”), which, *inter alia*, established the terms, conditions, and scope of services to be provided by Portal Manager;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

1. Access by Portal Manager. City authorizes Portal Manager to electronically access information contained in the City computer database maintained by the City or its agents to create an electronic transaction service, 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 Transaction Payment Engine (TPE) integrated with the Meridian Police Department’s **Public Records Request** service. The City authorizes Portal Manager to be the exclusive agent for electronic transactions by private Users. Any changes or amendments to the terms of this Exhibit must be documented and agreed to in writing by the parties to this Exhibit.

2. Record Supply Costs and Computer Programs. Portal Manager shall be responsible for costs and expenses in establishing electronic access to the records and providing record transactions to Users, including without limitation, the cost for purchasing or developing and maintaining all programs used to access the records. Computer programs used by the Portal Manager shall:
 - a. Protect information from unauthorized access;
 - b. Supply records to the City on a timely basis in an accurate, understandable and logical format acceptable to the City;
 - c. Be tested by the Portal Manager and prototyped for City review and approval before it is offered to the public.

3. Use messages. If required by the City, the Portal Manager shall cause the Portal to require Users to signify online that they will comply with any restriction on use of the records required by law, as amended from time to time. Such user agreement will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.

4. Payment and Collection.

a. Collection. The cost of services is set by the City. The Portal Manager additionally will assess and collect a Portal Administration Fee of 3% of the transaction subtotal plus \$1.00 for the services provided. The Portal Manager shall be entirely responsible for the assessment and collection of payments from Users. **The City will not receive a bill from the Portal Manager for this service or any fees.**

For every electronic check (e-check) transaction—should the City choose to offer this online payment option for its Users—in which TPE is used, User shall pay, in addition to User’s payment to the City, a non-refundable Portal Administration Fee of \$2.50, due at the time the transaction is performed. This Fee will be retained by Portal Manager as compensation for its services under this agreement. The City understands that, unlike credit/debit card payments, e-check payments are not guaranteed funds; therefore, the City shall be responsible for collecting such funds on unsuccessful payments due to, but not limited to, non-sufficient funds in a User’s account, incorrect account and/or routing number entry by User, closed bank accounts, and stopped payments.

b. Payment. Payments of the fee for each billable service shall be made from the Portal via ACH transaction directly to a numbered account or accounts furnished by the City. It is the responsibility of the City to collect on failed e-check payments. If funds are withdrawn from the Portal account due to an e-check failure (insufficient funds or invalid account numbers etc.) the Portal will have the ability to request reimbursement from the City. In addition, a payment/deposit statement shall be available electronically as mutually agreed to the parties:

Project contact: City of Meridian
Cortni Klucken
38 East Broadway Avenue
Meridian, ID 83642

c. Payment Due Date. The Portal Manager shall remit payments to the appropriate City account within 24 hours of when funds are received by the Portal Manager.

5. Records and Finances. All Portal documents and records maintained by the Portal Manager relating to City records shall be available for inspection; auditing and copying by the City or other authorized representatives.

6. Delivery of Services. In accordance with the Agreement, both parties will make every effort to meet the following deadlines:

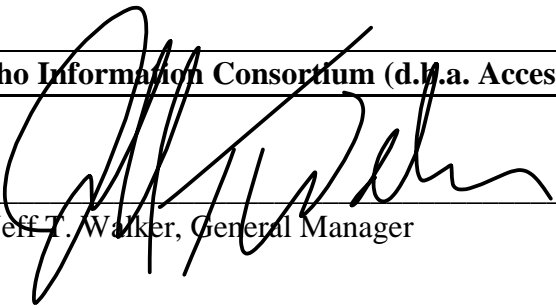
Milestones for Attachment of AI Billing System	Estimated Completion Date
City completes E-Commerce Payment update released to production.	8/02/2021

IN WITNESS WHEREOF, the parties have executed this Exhibit the day and year listed below on the City signature line.

City of Meridian

By _____ Date _____
 Robert Simison, Mayor

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

By  Date 7/21/21
 Jeff T. Walker, General Manager