

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 4, 2021

SUBJECT: ERAD Recovery Agreement

PRESENTER: Sheriff Lowell Griffin

ATTACHMENTS: Yes
1. ERAD Recovery Agreement
2. Point & Pay Client Application

SUMMARY OF REQUEST:

The Sheriff's Office is requesting the Board authorize the Sheriff to execute an agreement with ERAD Group, Inc. (EGI) for use of EGI's ERAD-Recovery software. This system allows law enforcement to read magnetic stripe cards, identify critical payment card information including identifying if it's a fraudulent cloned card, secure illicit funds associated with prepaid cards and document all the information in concise automated reports to further investigations.

The annual license cost will be paid out of the current FY22 Budget.

BOARD ACTION REQUESTED:

The Board is requested to authorize the Sheriff to execute an agreement with ERAD Group, Inc. (EGI) for use of EGI's ERAD-Recovery software which will greatly enhance the ability of the department investigate these types of crimes as presented.

Suggested Motion:

I move the Board authorize the Sheriff to execute an agreement with ERAD Group, Inc. (EGI) for use of EGI's ERAD-Recovery software.



ERAD-RECOVERY™ AGREEMENT

This ERAD-Recovery Agreement is made between ERAD Group, Inc. ("EGI") and Henderson County Sheriff's Office ("Agency").

1. Introduction.

Agency will use EGI's ERAD-Recovery software ("Product") to access the client processing service described herein ("Payment Processing Service") in order to: (i) determine relevant issuer and processor information from prepaid access devices and other payment cards; (ii) identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices; and (iii) freeze and seize funds on prepaid access cards, prepaid access devices, and debit cards for subsequent deposit to an authorized depository account owned and controlled by Agency.

2. Term.

This Agreement is effective as of _____, ("Agreement Effective Date"), and shall remain in effect for an initial period of One (1) year ("Initial Period"). After the Initial Period, this Agreement shall be extended automatically for successive One (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement as of the end of the then-current term by giving written notice at least ninety (90) days prior to the end of the then-current term. The Initial Term and all Renewal Terms shall be referred to as the "Term."

3. Fees.

Agency shall pay EGI the following fees:

Annual Enterprise License	\$	Included
Prepaid Card Seizure Processing Up To \$20,000 Per Year		
Additional Prepaid Card Seizure Fee - 6% of Seizure Amount		

Agency must pay any fees, anticipated returns, fines or other third party charges associated with use of the Product (collectively, "Pass-Through Fees"), including, chargeback fees, retrievals and fines.

4. Payment Processing Service. Agency shall use the Product to access the Payment Processing Service.
5. Exclusivity. EGI shall be the sole and exclusive provider of the Payment Processing Service to Agency and its affiliates, and neither Agency nor any of its affiliates shall engage a third party to provide the same or similar service, nor shall Agency provide same on its own behalf.

By signing below, you agree to the terms of this Agreement and the ERAD Agreement General Terms & Conditions version 2.1 incorporated herein by reference.

Henderson County Sheriff's Office

100 North Grove Street
Hendersonville NC 28792

Tel: (828) 697- 4596

ERAD Group, Inc.

5301 Alpha Road, Suite 80-17
Dallas, TX 75240

Tel: (571) 207-3723

Lowell S. Griffin
Sheriff

Date

Steve Beckerman
Chief Operating Officer

Date

Point & Pay

ERAD Client Application		(Shaded areas are for internal use only) Partner Code:		
Submission Date:		Target Live Date:		
Client Profile				
Client Legal Name as filed with the IRS: Henderson County Sheriff's Office			Federal Tax ID:	
DBA: Henderson County Sheriff's Office				
Physical Address: 100 North Grove Street				
City: Hendersonville		State: NC	Zip: 28792	
Website Address:		Phone # to display on customer receipts: (828) 697- 4596		
Payment Types				
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX				
Product Summary				
Software Partner: ERAD Group				
Product Name: FCIS				
Banking Summary				
Deposit Structure: Gross Settlement Debit				
Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
				X Check. Savings
ERAD FCIS (FEES)	First Financial Bank	111301122	90110036317	X Check. Savings
Channels / Notes				
POS	IVR	Web	Web/EBPP If all products do not match each channel, please note details below	
Gross Settlement – Interchange Plus				

Signature	
The undersigned agrees to abide by the Terms and Conditions of the Point and Pay Merchant Services Agreement viewable at https://intel.erad-group.com/Content/Documents/pnp.pdf	
Signature	Title Sheriff
Name Lowell S. Griffin	Date