

## RESOLUTION NO. 3661

### A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGENCY SERVICE AGREEMENT WITH PAYGOV.US LLC, AN INDIANA LIMITED LIABILITY COMPANY, FOR PAYMENT PROCESSING SERVICES

*WHEREAS*, the City of Miles City wishes to engage PayGov.US LLC, an Indiana Limited Liability Company, for the processing of credit and debit card payments, and to enter into a written agreement as to the duties and responsibilities of the parties;

*AND WHEREAS* the offering of such services is in the best interest of the citizens of the City of Miles City, Montana;

### NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Agency Service Agreement between the City of Miles City, Montana, and PayGov.US LLC, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 28TH DAY OF JANUARY, 2014.**



C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

3661

Agreement M01102014

PayGOV.US, LLC.  
5144 E. Stop 11 Road, Suite #17  
Indianapolis, IN 46237

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective 1-29-14 by and between PayGOV.US LLC (Hereinafter PGV), with its principal address at 5144 E. Stop 11 Road, Suite #17 and the City of Mks City (Hereinafter The AGENCY), with its principal address at PO Box 910 for a month to month term cancelable by 30 days written notice by either party. Mks City, MT 59801

PGV has designed and developed a payment processing system for Government agencies, to include operator-assisted and Internet processing services to enhance the collection of Payments or other obligations on a 24/7 basis. The person wanting to pay an obligation to THE AGENCY by credit or debit card, or any of its departments, may do so by calling the PGV toll-free number, or logging on to the designated website link (where applicable), at no cost to THE AGENCY. PGV will charge the cardholder a 3.0% convenience fee for all Point of Sale (POS) transactions. A minimum of \$2.00 will apply for transactions under \$67.00. PGV will charge the cardholder a 3.95% convenience fee for all internet transactions. A minimum of \$2.50 will apply for transactions under \$64.00.. A 4.95% convenience fee for operator transactions answered by PGV staff. A minimum fee of \$4.95. This service includes timely and accurate transaction processing, next business day reconciliation and funds transfer via ACH transfer, or check, from PGV to THE AGENCY.

PGV will be the provider of the agreed upon merchant services to the AGENCY for the awarded payment processing services during the period beginning on the date on which PGV and the AGENCY execute the Agreement. PGV agrees THE AGENCY is not responsible for any compensation for this service, nor shall THE AGENCY pay any associated operational costs, state or federal taxes on behalf of PGV. PGV accepts and agrees to perform all services associated with this agreement as an independent contractor and not as an employee of THE AGENCY. PGV and THE AGENCY each agree (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation.

PGV will indemnify and save THE AGENCY harmless from any loss, cost damage, cardholder transaction disputes, charge-backs, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to PGV's negligence or failure to perform any of its obligations under this service agreement. THE AGENCY agrees to assist PGV with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed AGENCY; (ii) all cardholder information pertinent to any inquiry or dispute regarding payment made to the AGENCY via the services of PGV.

PGV represents it is qualified to perform the aforementioned services as outlined in this agreement, and that all work shall be accomplished in a workmanlike manner. PGV agrees to observe and comply with all federal, state, and local law in performing the services listed. This Agreement shall be governed by the law of the State of Kansas.

The initial term of this Agreement shall be month to month. This Agreement shall automatically be extended for an additional one month terms at the end of each month. IN WITNESS WHEREOF, AGENCY and PGV have caused this Agreement to be effective on the date executed by THE AGENCY.

Reviewed and Approved:  
[Signature]  
City Clerk

[Signature]  
Laura Hiatt

Date: 1-29-14

PayGOV.US LLC.  
Date: 2/13/14