



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: March 22, 2018 Meeting Date: April 5, 2018

Name: Katrina Evans Department: Library

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Requesting approval of service agreement with PayGOV.US so that Library users would have the option to pay fines and fees with credit/debit cards.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item

Columbia County Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: March 22, 2018

TO: Scott Ward, Assistant County Manager

FR: Katrina Evans, Library Director

RE: PayGOV.US Agency Service Agreement for Library

I am requesting BCC approval for the attached Agency Service Agreement from PayGOV.US for the Library. This agreement will allow the Library to use the PayGOV.US service so that library users will have the option to pay their library fines and fees online with a credit or debit card. The County currently uses the PayGOV.US service for utility payments. The County Attorney has reviewed the PayGOV agreement and made some minor changes that are specific to the Library. Mike Hiatt at PayGOV has reviewed the revisions and indicated by email that they agree to accept the revisions. If you have any questions, please let me know. Thank you.

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

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective _____ by and between **PayGOV.US LLC (Hereinafter PGV)**, with its principal address at 5144 E. Stop 11 Road, Suite #17 and the _____ (**Hereinafter The AGENCY**), with its principal address at

_____ for a month to month term cancelable by 30 days written notice by either party.

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 3.00% convenience fee for all POS, ONLINE, or OVER THE PHONE IN OFFICE transactions. A minimum fee of \$1.00 will apply. **PGV** will charge the cardholder a 4.95% convenience fee for all OPERATOR ASSISTED transactions. A minimum fee of \$4.95 will apply. 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) to the extent permissible under State and Federal laws restricting disclosure of library user information, provide 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 Florida. Any dispute arising under this agreement shall be heard exclusively in the Circuit Court, Third Judicial Circuit, in and for Columbia County, Florida.

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:

Date: _____

Laura J. Hiatt
PayGOV.US LLC.
Date: _____