

FLOYD COUNTY ORDINANCE NO. XIII
Authorizing credit card and debit card transactions in the Office of
Floyd County Clerk of Circuit Court
Effective January 19, 2007

WHEREAS, IC 36-1-8-11 provides for collections by credit card, debit card, charge card or stored value card for payments.

WHEREAS, IC 36-1-8-11 contains the following provisions which apply to required payments to the Clerk of Circuit Court

- A payment may be made by cash, check, bank draft, money order, bank card or credit card, electronic funds transfer, and other financial instrument authorized by the fiscal body
- A fee may be collected equal to the amount of the charge from the person who uses the financial instrument
- May contract with a bank or credit card vendor for acceptance of bank cards or credit cards

And,

WHEREAS, the use of credit and debit cards, subject to an appropriate charge for such service would be valuable to the Clerk of Circuit Court as an additional means to assist him/her in the efficient collection of amounts ordered to be paid to the Clerk of Circuit Court, and


WHEREAS, for that reason, the taxpayers of Floyd County will benefit if the Clerk of Circuit Court is authorized to accept credit and debit cards, subject to an appropriate charge for such service;

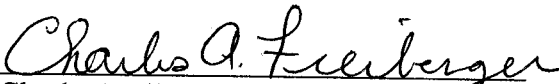
NOW, THEREFORE, BE IT ORDAINED, by the Floyd County Commissioners, who met in regular session, that the Clerk of Circuit Court is authorized to accept a credit card or debit card for any required payment to the Clerk of Circuit Court, and

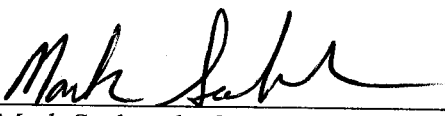
BE IT FURTHER ORDAINED, that the Clerk of Circuit Court is authorized and directed to charge and collect fees for the use of credit card or debit cards pursuant Agency Service Agreement hereby attached and incorporated by reference.

BE IT ORDAINED THIS 19th DAY OF JUNE, 2007

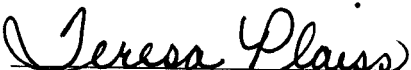
BOARD OF FLOYD COUNTY COMMISSIONERS


Steve Bush, President


Charles Freiberger, County Commissioner


Mark Seabrook, County Commissioner

ATTEST:


Teresa Plaiss
Auditor of Floyd County

Pay TRUST Solutions, Inc.
120 E. Market Street, Suite 1050
Indianapolis, IN 46204

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective this 19th day of June, 2007, by and between **PayTRUST Solutions (Hereinafter PTS)**, with its principal address at 120 E. Market Street, Suite 1050, Indianapolis, IN 46204 and the **Floyd County Clerk's Office (Hereinafter The AGENCY)**, with its principal address at 311 West First Street, Room 235, New Albany, IN 47150 for a term of 1 year.

PTS has designed and developed a payment processing system for Government agencies, to include operator-assisted and Internet processing services to enhance the processing of account receivable funds on a 24/7 basis. The person wanting to pay Court Fines & Costs, Traffic Citations or other obligation by credit card to **THE AGENCY**, or any of its departments, may do so by calling the **PTS** toll-free number, or logging on to the designated website link, at no cost to **THE AGENCY**. **PTS** will charge the cardholder a fee for the associated services outlined in Attachments "A" and "B". This service includes timely and accurate transaction processing, next business day reconciliation and funds transfer from **PTS** to **THE AGENCY**.

PTS 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.

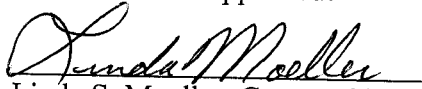
PTS will indemnify and save **THE AGENCY** harmless from any loss, cost damage, cardholder transaction disputes, charge-backs, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to **PTS's** or **THE AGENCY'S** negligence or failure to perform any of its obligations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

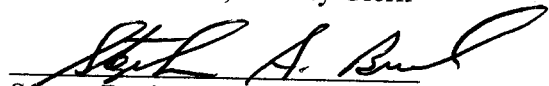
PTS represents it is qualified to perform the aforementioned services as outlined in this agreement, and that all work shall be accomplished in a workmanlike manner. **PTS** agrees to observe and comply with all federal, state, county and local laws, ordinances and regulation in performing the services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


THE AGENCY may terminate this agreement without cause at any time and without any penalty of any kind.

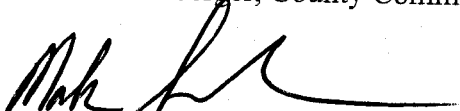
IN WITNESS WHEREOF, AGENCY AND PTS have caused this Agreement to be effective on the date executed by **THE AGENCY**.

Reviewed and Approved:


Linda S. Moeller, County Clerk


Steven Bush, President, County Commissioner


Charles Freiberger, County Commissioner


Mark Seabrook, County Commissioner

Jeff D. Milner, President
PayTRUST Solutions, Inc

Date: June 19, 2007

Date: June 19, 2007

ATTACHMENT (A)

Internet Transaction Processing

PayTRUST Solutions Proposed Fee Schedule (All non-bond transactions)

Note: To include but not limited to:

Court Fines/Costs, Traffic Citations, Judgement Payments, Restitution, Other

<u>Transaction Amount</u>		<u>Convenience Fee</u>
\$0.00	- \$100.00	\$3.95
\$100.01	- \$200.00	\$7.90
\$200.01	- \$300.00	\$11.85
\$300.01	- \$400.00	\$15.80
\$400.01	- \$500.00	\$19.75
\$500.01	- \$600.00	\$23.70
\$600.01	- \$700.00	\$27.65
\$700.01	- \$800.00	\$31.60
\$800.01	- \$900.00	\$35.55
\$900.01	- \$1,000.00	\$39.50
\$1,000.01	- \$1,250.00	\$49.35
\$1,250.01	- \$1,500.00	\$59.25
\$1,500.01	- \$1,750.00	\$69.10
\$1,750.01	- \$2,000.00	\$79.00
\$2,000.01	- \$2,500.00	\$98.75
\$2,500.01	- \$3,000.00	\$118.50
\$3,000.01	- \$3,500.00	\$138.25
\$3,500.01	- \$4,000.00	\$158.00
\$4,000.01	- \$4,500.00	\$177.75
\$4,500.01	- \$5,000.00	\$197.50
\$5,000.01	- \$7,500.00	\$296.25
\$7,500.01	- \$10,000.00	\$395.00

All transactions will be accompanied by an immediate transmission of a transaction document originated by PTS and sent to your agency via a fax transmission. PTS will transfer funds via electronic transfer or manual check to your designated account or address destination.

All transactions are posted immediately on the secure administrative website for viewing/printing purposes. Each business day's activity will cut off at 12:00 am.

ATTACHMENT (B)

Toll Free (Operator-assisted transactions)

PayTRUST Solutions Proposed Fee Schedule (All non-bond transactions)

Note: To include but not limited to:

Court Fines/Costs, Traffic Citations, Judgement Payments, Restitution, Other

<u>Transaction Amount</u>		<u>Convenience Fee</u>
\$0.00	- \$100.00	\$5.95
\$100.01	- \$200.00	\$11.90
\$200.01	- \$300.00	\$17.85
\$300.01	- \$400.00	\$23.80
\$400.01	- \$500.00	\$29.75
\$500.01	- \$600.00	\$35.70
\$600.01	- \$700.00	\$41.65
\$700.01	- \$800.00	\$47.60
\$800.01	- \$900.00	\$53.55
\$900.01	- \$1,000.00	\$59.50
\$1,000.01	- \$1,250.00	\$74.38
\$1,250.01	- \$1,500.00	\$89.25
\$1,500.01	- \$1,750.00	\$104.13
\$1,750.01	- \$2,000.00	\$119.00
\$2,000.01	- \$2,500.00	\$148.75
\$2,500.01	- \$3,000.00	\$178.50
\$3,000.01	- \$3,500.00	\$208.25
\$3,500.01	- \$4,000.00	\$238.00
\$4,000.01	- \$4,500.00	\$267.75
\$4,500.01	- \$5,000.00	\$297.50
\$5,000.01	- \$7,500.00	\$446.25
\$7,500.01	- \$10,000.00	\$595.00

All transactions will be accompanied by an immediate transmission of a transaction document originated by PTS and sent to your agency via a fax transmission. PTS will transfer funds via electronic transfer or manual check to your designated account or address destination.

All transactions are posted immediately on the secure administrative website for viewing/printing purposes. Each business day's activity will cut off at 12:00 am.

ATTACHMENT (C)

(POS) Point-of-Sale Transactions at Counter

PayTRUST Solutions Proposed (POS) Point-of-Sale

Transaction Amount
All Amounts

Convenience Fee
3% Flat

PTS will transfer funds via electronic transfer or manual check to your designated account or address destination. Each business day's payment activity will cut off at 12:00 pm.