Agreement 080221

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

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective upon execution by and between **PayGOV.US LLC (Hereinafter PGV)**, with its principal address at 5144 E. Stop 11 Road, Suite #17 Indianapolis IN, and the County of Monterey **(Hereinafter COUNTY)**, with its principal address at 1414 Natividad Road, Salinas, CA 93906 for an agreement which expires on November 30, 2028 cancel-able with 90 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 **COUNTY. PGV** will also provide equipment to swipe the card at no cost for the agency or department**. PGV** will assess a convenience fee equal to 4.19% of the transaction amount for all POS, online, mobile, or over-the-phone (in office') transactions. A minimum flat convenience fee of $1.00 will apply to any transaction under $24.00. Service includes timely and accurate transaction processing, next business day reconciliation and funds transfer via ACH transfer from **PGV** to **COUNTY**.

PGV will be the provider of the agreed upon merchant services to the **COUNTY** for the awarded payment processing services during the period beginning on the date on which **PGV** and the **COUNTY** execute the Agreement. **PGV** agrees **COUNTY** is not responsible for any compensation for this service, nor shall **COUNTY** 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 **COUNTY**. **PGV** and **COUNTY** 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 **COUNTY** harmless from any 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. **COUNTY** agrees to assist **PGV** with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed **COUNTY**; (ii) all cardholder information pertinent to any inquiry or dispute regarding payment made to the **COUNTY** 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 California.

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, COUNTY** and **PGV** have caused this Agreement to be effective on the date executed by **COUNTY**.

Reviewed and Approved:
County of Monterey

_____
Contracts & Purchasing Officer

Date: _____

DocuSigned by:

Michael Hiatt
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Michael Hiatt
PayGov.US
PayGOV.US LLC.

    2/23/2026 | 7:49 AM EST
Date: _____

County of Monterey `Addtional Signers of PayGov Non-Standard Agreement`

Approved as to form

Signed by:

Michael Whilden 2/25/2026 | 9:33 AM PST

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Approved as to Fiscal Provisions

DocuSigned by:

Patricia Ruiz 2/25/2026 | 11:11 AM PST

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Risk Management

DocuSigned by:

David Bolton 2/25/2026 | 6:34 AM PST

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