



# City of Gahanna

200 South Hamilton Road  
Gahanna, Ohio 43230

## Signature

Ordinance: ORD-128-2020

File Number: ORD-128-2020

### ORDINANCE AUTHORIZING THE MAYOR TO SIGN ADDENDUM AGREEMENT WITH OFFICIAL PAYMENTS ONLINE BILL PAY.

WHEREAS, in 2016, ORD-0025-2016 authorized and Agreement between Official Payments and the City of Gahanna for online payment services; and

WHEREAS, in 2018, ORD-0016-2018 amended this Agreement to decrease the credit/debit card fees charged for online payments by residential and commercial accounts; and

WHEREAS, in anticipation of a change from quarterly to monthly payments, Official Payments has agreed to again to reduce residential payments to a flat fee of \$1.95 per transaction. Commercial accounts will pay 2% of the payment amount; and

WHEREAS, Official Payments has removed the fee for Interactive Voice Response (IVR), allowing customers to pay over the phone without incurring an additional fee for the service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to sign an addendum agreement with Official Payments, 705 Westech Drive, Norcross, Georgia 30092; said Addendum Agreement attached as EXHIBIT A, and made a part herein.

Section 2. That this Ordinance shall be in full force and effect after passage by this Council and 30 days after date of signature approval by the Mayor.

President Brian D. Larick  
Brian D. Larick

Date 1/7/2021

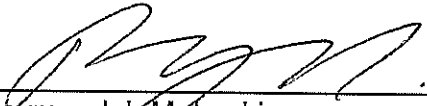
Attest by April Beggerow  
April Beggerow, MPA, CMC  
Clerk

Date 1/7/21

Approved by the Mayor Laurie A. Jadwin  
Laurie A. Jadwin

Date 1.5.2021

Approved as to Form

  
\_\_\_\_\_  
Raymond J. Mularski  
City Attorney

Date

1-7-21

Amendment No. 2 to Official Payments Services Agreement  
Between ACI Payments, Inc.  
And City of Gahanna, OH

**EXHIBIT A**

This Amendment No. 2 ("Amendment") is agreed to by and between **CITY OF GAHANNA, OH** ("Client") and **ACI PAYMENTS, INC.** (formerly known as Official Payments Corporation; herein, "APAY") and is made a part of the Official Payments Services Agreement between the parties dated as of April 10, 2017 ("Agreement"). This Amendment is effective as of the last date set forth in the signature block below ("Amendment Effective Date"). In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. All references in the Agreement to the defined term "Official Payments" shall be deleted and replaced with "APAY".
2. As of the Amendment Effective Date, Schedules B and C to the Agreement shall be deleted in their entireties and replaced with the new Schedules B and C attached hereto.

In all other respects, the Agreement remains unchanged.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

DRAFT

## SCHEDULE B - SERVICE SCHEDULE

The services provided by APAY are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to APAY by the Customer and/or Client for the Services. During the Term, Customer shall use APAY's Bill Payment Services for all transactions in the channel contracted for.

**Credit Card Services:** APAY accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

**Debit Card Services:** APAY accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.

**Point-of-Sale (POS):** APAY offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of APAY in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

**IVR (Interactive Voice Response):** APAY offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

## SCHEDULE C - FEE SCHEDULE

1. **Additional Payment Terms.** Any fees owed by Client and not debited by APAY in accordance with Section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to APAY and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. APAY may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in Section 14.2 of the Agreement.

### A. Credit/Debit Card Fee Schedule

#### **Service Fees to be charged to Customer by APAY:**

\$1.95 per Payment Transaction, when credit or debit cards are used. Client selected fee does not include American Express usage for the following payment type:

Residential and Single-Family Utility Payments

2.00% of the payment amount, with a minimum Service Fee of \$0.00 per Payment Transaction, when credit or debit cards are used. Client selected fee does not include American Express usage for the following payment type:

Commercial and Multi Family Utility Payments

### B. Point-of-Sale (POS)

#### **Service Fees to be charged to Customer by APAY:**

Same as Credit/Debit Card Fee Schedules above.

### C. IVR (Interactive Voice Response)

#### **Service Fees to be charged to Customer by APAY:**

Same as Credit/Debit Card Fee Schedules above.

*An IVR service charge of \$0.00 to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed Fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.*

