AGREEMENT FOR ELECTRONIC BILL PRESENTMENT
AND PAYMENT SERVICES
BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
INVOICE CLOUD, INC.

THIS AGREEMENT ("AGREEMENT") is entered into as of the _18th_ day of _November_ 2021 ("Effective Date") by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("City") and **INVOICE CLOUD, INC., a Florida registered, foreign corporation** ("Contractor") whose mailing address is 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184. The City and Contractor may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the City seeks a vendor who can provide electronic bill presentment and payment services for the City; and

WHEREAS, Contractor sent a proposal to the City on April 14, 2021 ("Proposal") and the Biller Agreement, Statement of Work, and Biller Order Form, hereby incorporated by reference; and

WHEREAS, City desires to contract the services of Contractor pursuant to Contract #20210100 for the purposes detailed herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.
2. The City may be exempt from the payment of certain taxes. City may provide its tax exempt certificate upon request.
3. The effectiveness of this Agreement is contingent upon an annual appropriation by the City Council. In the event that the City does not receive sufficient funds to pay the monthly portal access fee as set forth on the Biller Order Form attached hereto as Exhibit A, Contractor may, upon receiving written documentation from the City verifying the insufficient appropriation, elect to waive the monthly portal access fee until such time as the City is able to budget sufficient funds. In the event that Contractor elects not to waive the monthly portal access fee, either Party may terminate this Agreement with thirty (30) days' written notice to the other Party. In the event that the Agreement is terminated in accordance with this paragraph, the City shall remain liable

for all fees and charges incurred and all periodic fees owed through the end of the calendar month following the effective date of termination.

4.   Certain terms and conditions of the Proposal which are not in conflict with this Agreement shall be incorporated herein by reference.

SECTION I – SCOPE OF SERVICES AND RESPONSIBILITIES

A.   <u>GENERAL RESPONSIBILITIES</u>.   Contractor agrees to provide those services to City, generally and typically encompassed by and as a function of Contractor's professional discipline(s) and as more fully specified and particularly described in:

-   Biller Order Form (Exhibit "A")
-   Biller Agreement (Exhibit "B")
-   Statement of Work (Exhibit "C")

Exhibits A, B, and C are incorporated herein and made a part hereof by this reference (hereinafter "Contract Documents"). Contractor shall use, in performing any and all services for City, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent, and experienced professional in Contractor's professional discipline(s) as being sound professional practice under similar conditions and circumstances. If Contractor fails to possess or use such care, skill, and due diligence in providing the services, Contractor shall be responsible to City for any loss or damages resulting there from, except as limited herein.

B.   <u>SPECIFIC RESPONSIBILITIES</u>.

1.   The specific services to be provided by Contractor shall be pursuant to the terms and conditions hereof and as further defined in the Contract Documents and any amendments thereto. The Contract Documents include the specific services and work to be provided by Contractor, City's responsibilities in addition to those provided herein, and the method and amount of Contractor's compensation.

2.   In order to accomplish the work described and authorized by City within the time frames and conditions set forth herein, Contractor agrees to observe the following requirements:

   (a)   Contractor shall maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement so as to achieve acceptable and timely completion of the work.

   (b)   Contractor will perform all services in such a manner as to be in conformance with all applicable federal, state, and local laws, codes, rules, and regulations.

   (c)   Contractor shall prepare all applications and completed forms and other documents as may be specified in the Contract Documents.

   (d)   Contractor shall cooperate fully with City in order that the services may be properly scheduled and coordinated. City's representatives shall have the right to inspect the

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work of Contractor at any time during normal business hours upon reasonable advance notice and at the City's expense.

(e) Contractor must maintain all requisite licenses and acquire any and all permits required for the Contract Documents.

3. Compensation to Contractor for services rendered shall be in accordance with this Agreement or the Contract Documents or any amendments thereto. Except as otherwise provided herein or in the Contract Documents issued and delivered hereunder, all of Contractor's services are included within the scope of basic compensation provided for in the Contract Documents or amendment signed by both parties.

4. The parties agree that final authority for City on all matters rests solely with City's City Council.

SECTION II – DURATION OF AGREEMENT

A. <u>AGREEMENT</u>. This Agreement is effective when fully executed and shall remain in full force and effect until termination or expiration of the Contract Documents, unless otherwise terminated pursuant to the terms of this Agreement.

B. Contract Documents. The Contract Documents may only be amended in writing executed by authorized officers or duly authorized representatives of both Parties

C. <u>ORDERLY AND CONTINUOUS PROGRESS</u>. The provisions of this Agreement and the Contract Documents, unless stated otherwise therein, anticipate the orderly and continuous progress of the work.

SECTION III – TERMINATION

A. <u>TERMINATION FOR CAUSE.</u> The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Agreement:

i. The Contractor fails to provide the services hereunder or fails to perform any material requirement of the Agreement or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

ii. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;

iii. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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iv. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Agreement;

v. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

vi. The Contractor furnished any statement, representation or certification in connection with the Agreement, which is materially false, deceptive, incorrect or incomplete.

SECTION IV – PAYMENTS TO CONTRACTOR

City shall pay to Contractor, and Contractor agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following conditions:

1.   The basic compensation of Contractor shall be as provided in the Contract Documents specifying the services to be performed by Contractor.

2.   City is exempt from state and local sales and use taxes and shall not be invoiced for same.

3.   Fees and charges for services shall be invoiced to City by Contractor as provided in the Contract Documents. Contractor shall submit duly certified and proper invoices for approval, in triplicate, to City's representative. Such invoices shall be reviewed by City and, if approved, shall be submitted to the City's finance department for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this Agreement. In any case in which an improper invoice is submitted by Contractor, City shall within ten (10) business days after such improper invoice is received by the designated City representative, notify Contractor that the invoice is improper and indicate what corrective action on the part of Contractor is needed to make the invoice proper.

4.   In the event a dispute occurs between City and Contractor concerning payment of an invoice, such disagreement shall be resolved by the City Manager or his designee. City shall pay Contractor the amount agreed between the Parties as proper for the invoice or, if agreement cannot be reached, the amount determined by a party mutually agreed upon by both Parties to be proper for the invoice. Such payment shall be less any amounts previously paid by City with respect to such invoice.

5.   In order for both Parties to close their books and records, Contractor shall clearly state "Final Invoice" on Contractor's final billing to City for the services provided. Contractor shall submit with such Final Invoice certification that all services under this Agreement and the Contract Documents have been performed and that all fees, charges, and costs have been invoiced to City. No Final Invoice shall be approved for payment until Contractor has fully complied with this provision.

SECTION V – INSURANCE

The Contractor shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Agreement, the insurance coverage and limits as described

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herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage as specified in this Agreement, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy as specified in this Agreement, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

<u>Workers' Compensation Insurance & Employer's Liability:</u> The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation must be provided. Coverage shall apply on a primary basis.

<u>Automobile Liability Insurance:</u> The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any non-owned and hired automobiles. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

<u>Commercial General Liability Insurance:</u> The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

<u>Additional Requirements for Commercial General Liability Insurance:</u> Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A waiver of subrogation is to be provided in favor of the City under the Commercial General Liability Policy. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

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Certificates of Insurance and policies shall clearly state that coverage required by the Agreement includes the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for the Commercial General Liability and Automobile Liability Policies. The name for the Additional Insured shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the Electronic Bill Presentment and Payment Contract #20210100 shall listed as additional insured."** Contractor will endeavor to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Crime Insurance: Contractor shall procure and agree to maintain Crime Insurance in limits not less than $1,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. The City of Port St. Lucie must be listed as a loss payee. Coverage shall apply on a primary and non-contributory basis.

Employee Theft-Per Loss Coverage $1,000,000
Forgery or Alteration $1,000,000
Money & Securities - Inside $ 100,000
Robbery, Safe Burglary of other Property-Inside $ 100,000
Computer Fraud $1,000,000
Funds Transfer Fraud $1,000,000
Money Orders & Counterfeit Paper Currency $1,000,000

Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less $1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability.

All insurance carriers must have an AM Best rating of at least A-:VII or better.

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SECTION VI – CONFLICT

In the event of a conflict in this Agreement or the Contract Documents, the terms of this Agreement shall apply and supersede over conflicting terms in any Contract Documents.

SECTION VII – NOTICES

NOTICE OF DEFAULT. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor, but in no event will such period of time be less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

    i. Immediately terminate the Agreement without additional written notice(s); and/or

    ii. Enforce the terms and conditions of the Agreement and seek any legal or reasonable remedies.

For the City:	For the Contractor:
Utility Systems Director	Invoice Cloud, Inc.
900 SE Ogden Lane	30 Braintree Hill Office Park
Port St. Lucie, FL 34983	Suite 303
	Braintree, MA 02184
With a copy to:	Attn: Legal Department
Stefanie Beskovoyne, Esq.	
Deputy Director	
900 SE Ogden Lane	
Port St. Lucie, FL 34983	
SBeskovoyne@CityofPSL.com	
(772) 871-6400	

SECTION VIII – PUBLIC RECORDS COMPLIANCE

Contractor acknowledges its responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to section 119.0701, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

A.   Keep and maintain public records required by the City to perform the service.

B.   The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules)

C.   Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this

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Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the term of this Agreement.

D.   Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or provide copies within a reasonable time at a cost that does not exceed the cost provided for by law that may be charged by a local government. If Contractor does not comply with the City's request for records, City shall enforce the provisions in accordance with the Agreement.

E.   Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.

F.   Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

> CITY CLERK
> 121 SW PORT ST. LUCIE BLVD.
> PORT ST. LUCIE, FL 34984
> (772) 871-5157
> PRR@CityofPSL.com

G.   A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

SECTION IX – NONDISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual

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orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION X – INDEMNIFICATION/LIMITATION OF LIABILITY

Liability of City, if any, in all instances shall be subject to the limits of liability established in section 768.28, Florida Statutes, and no other provision of this or any other Agreement or any other law shall be deemed or operate as a waiver of City's sovereign immunity. The Parties' obligations under this section shall survive the termination of this Agreement for any matter arising prior to the effective date of the termination. Each Party shall be solely responsible for its actions and not the negligence, omissions or wrongful acts of the other Party.

SECTION XI – WAIVER OF COMPLIANCE; CONSENTS

Any term or condition of this Agreement may be waived by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not invalidate this Agreement, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement. Except as otherwise provided herein, the failure of a Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. A waiver by a Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a Party of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

SECTION XII – THIRD-PARTY BENEFICIARIES; NO JOINT VENTURE

The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person. Nothing in this Agreement or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the Parties.

SECTION XIII – CONTRACTOR ORGANIZATION

Contractor's status as a legal entity, if applicable, shall continuously be in good standing, active, and current with the state of its incorporation or registration and with the State of Florida, and Contractor shall keep its status active and current throughout the term of this Agreement. Contractor shall keep City apprised of all changes in its designated officers, directors, and other officials.

SECTION XIV – PUBLIC ENTITY CRIMES

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This Agreement shall be null and void if Contractor or any person or affiliate is identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two with any person or affiliate on the "Convicted Vendor List" for a period of thirty- six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting this Agreement, Contractor attests that neither it nor any affiliate has been placed on such Convicted Vendor List.

SECTION XV – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies. Venue for resolution of any dispute arising from or under this Agreement or its performance shall be in St. Lucie County, Florida and all actions and proceedings arising from or under this Agreement or otherwise related to the subject matter of this Agreement shall be in the court of the State of Florida in St. Lucie County, Florida, which court shall have exclusive jurisdiction for such purpose.

SECTION XVI – WAIVER OF JURY TRIAL

Each of the Parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement or otherwise related to the subject matter of this Agreement. This provision is a material inducement for the Parties hereto to enter into this Agreement and shall survive the termination of this Agreement.

SECTION XVII – REMEDIES

Any remedies provided in this Agreement or the Contract Documents shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any Party otherwise has by law, equity or statute.

SECTION XVIII – ATTORNEYS' FEES; COSTS

In any action arising under this Agreement or the Scope or Work, the prevailing Party is entitled to recover reasonable fees for the services of such Party's attorneys, experts, and contractors, together with costs of the action, through trial and appeal, in an amount to be determined by the court (and including fees and costs incurred in establishing entitlement to and the amount of such fees and costs). In the event each Party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the Parties by the court.

SECTION XIX – MISCELLANEOUS

PAROLE EVIDENCE RULE. This Agreement and its exhibits and attachments, together with any amendments properly executed pursuant to the provisions of this Agreement, set forth all the

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promises, agreements, conditions, and understandings, either oral or written, between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement. Except as otherwise provided in this Agreement, all exhibits and attachments referred to herein are intended to be and hereby are specifically made a part of this Agreement. The Parties and their respective legal counsel participated, or the Parties were given the opportunity to have their legal counsel participate in the preparation of this Agreement; therefore, this Agreement shall be construed neither against nor in favor of any Party hereto, but rather in accordance with the fair meaning thereof.

SECTION XX – ASSIGNMENT AND AMENDMENT

Neither this Agreement or the Documents nor any duties or obligations thereunder, shall be assigned or delegated by Contractor without the prior written consent of City. This Agreement and the Contract Documents may be amended only in writing signed by the Parties and made a part of this Agreement by reference hereto.

SECTION XXI – SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision shall be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling and to include as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as possible.

SECTION XXII – CAPTIONS

The captions, paragraphs, sections, or letters appearing in this Agreement are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections and paragraphs of this Agreement.

SECTION XXIII – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties are authorized to bind their respective entities and have affixed their hands and seals on the dates entered below.

[SIGNATURE PAGES FOLLOW]

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CONTRACTOR:

INVOICE CLOUD, INC.

ATTEST:

Sign: _Kristen Kenny_

By: _Thomas E. Griffin_

President

Print: _Kristen Kenny_

[SEAL]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _Norfolk_

The foregoing instrument was acknowledged before me BY _____ ONLINE NOTARIZATION or _X_ PHYSICAL PRESENCE this _26_ day of _October_ 2021, by _Thomas Griffin_ . He is personally known to me or produced _Mass Drivers License_ as identification and did/did not take an oath.
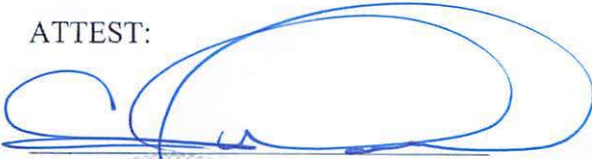
NOTARY PUBLIC:

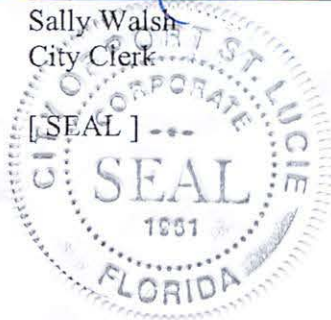_Cindy O'Donnell_

Name:

Commission No.

My Commission Expires:

Cindy O'Donnell
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
4/14/2028

ATTEST:

Sally Walsh
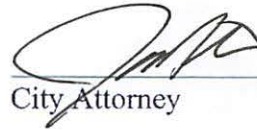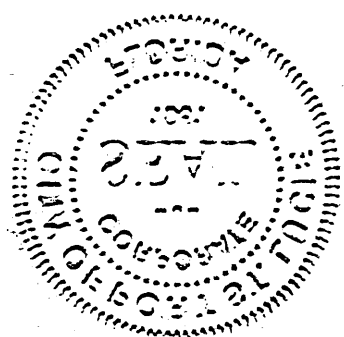City Clerk

[SEAL] ---

CITY:

CITY OF PORT ST. LUCIE

By: _____
Russ Blackburn
City Manager

Approved as to form and legal sufficiency:

By: _____
City Attorney

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Biller Order Form

SALES INFORMATION

IC Sales Rep	Carlyn Altheide		Vertical	Local Gov (Util, Tax, Misc)
Order Date	10/26/2021		Billing Software	Harris - Advanced

BILLER INFORMATION

Ownership Type	Government	Phone	(772) 871-5225	Fax
Legal Name	CITY OF PORT ST LUCIE	Website URL	https://www.cityofpsl.com/	
Address 1	121 SW Port St. Lucie Boulevard	Bus. Open Date	1961	
Address 2		Federal Tax ID	59-6141662	
City	Port St. Lucie	*Federal Tax ID and Legal Name must match on all documents		
State	FL	ZIP	34984	

BILLER CONTACT

Primary Contact Name	Regina Linsley
Phone	772-873-6343
Email Address	rlinsley@cityofpsl.com

SIGNING AUTHORITY

Name	Russ Blackburn		Title	City Manager
Phone	(772) 871-5225	Fax	Email Address	rblackburn@cityofpsl.com

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

Note: Must include voided business check or bank letter for each unique account

Billing Method	Direct Debit		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed ($)	$190.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed ($)	$5.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed ($)	$5.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$5.00

HARDWARE

Card Reader Type	EMV	Quantity	1	Cost per Reader	15.00
Card Reader	iSC Touch 250		Billing Interval	Monthly
Shipping Address (if different than location address)				

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES

Description	Interval	Cost	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING

Monthly Biller Portal Access Fee has been reduced from $200 to $190 per month. This amount is intended to off set the City's annual cost of monitoring Invoice Cloud's insurance coverage.

[signature page follows]

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day **November 18, 2021**

Accepted by Biller:

X _____
Corporate Officer/Authorized Official

Russ Blackburn

Printed Name

City Manager

Title

Accepted by Invoice Cloud, Inc.:

X _____
Corporate Officer

Thomas E. Griffin

Printed Name

President

Title

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Systems		Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
81890	81890	81890	81890	81890	81890	81890	81890	81890	81890	81890	81890

Avg CC Transaction $	108.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	81890

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [In-line Donations] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No
Online Bank Direct	All Payment Methods		$0.25		No
IVR	All Payment Methods		$0.25		No
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

No paperless transaction charges for existing paperless enrollments migrated to IC for the go live.

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Systems Donations		Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Avg CC Transaction $		Max Invoice $		Bill Frequency		Avg. Bills Per Month	

PRODUCTS AND SERVICES

Products and Services	[In-line Donations]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal				
All Payment Sources	ACH/EFT				
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal				
All Payment Sources	ACH/EFT				
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

InvoiceCloud

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

| Invoice Type | New Service Residential | | Pricing Model | Non-Submitter | |

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1100	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100

Avg CC Transaction $	140.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1100

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	New Service Non-Residential	Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	5	5	5	5	5	5	5	5	5	5

Avg CC Transaction $	200.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	5

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Residential New Construction	Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
400	400	400	400	400	400	400	400	400	400	400	400

Avg CC Transaction $	6000.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	400

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	HR Retirees		Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
240	240	240	240	240	240	240	240	240	240	240	240

Avg CC Transaction $	200.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	240

PRODUCTS AND SERVICES

Products and Services	[EBPP]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Assumptions & Subordinations	Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
15	15	15	15	15	15	15	15	15	15	15	15

Avg CC Transaction $	200.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	15

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal	1.99%			No
All Payment Sources	ACH/EFT		$0.50		No
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	

NOTES / SPECIAL HANDLING

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by Florida law.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts to the extent permitted by Florida law. Biller

will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law. Invoice Cloud agrees to provide Biller with copies of requested records as set forth in Section VIII (Public Records Compliance) of the Agreement for Electronic Bill Presentment and Payment Services Between the City of Port St. Lucie, Florida, and Invoice Cloud, Inc.; *provided, however*, that Biller will notify Invoice Cloud in advance of Biller's intention to release any Confidential Information (as defined herein) to give Invoice Cloud a reasonable opportunity to seek protective legal treatment for such Confidential Information as needed.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, upon written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processers, bank card issuers, payment associations, ACH and check processers; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction $ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees; *provided, however*, that such increase may not apply during the Biller's then-current budget cycle when notice is received. Such increases will only be applied during the subsequent budget cycle.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon the date of termination of this Agreement such that it is no longer in effect, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems, to the extent permitted by Florida law.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud

immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees. Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

18. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 17 and 18(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud
Statement of Work
City of Port St Lucie
Utility Systems Department

Introduction

This statement of work scopes the high-level integration overview for City of Port St Lucie, a Florida municipal corporation by and through its Utility Systems Department (Biller).

The Invoice Cloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the Biller to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:
1. Biller – Merchant / City of Port St Lucie Utilities
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. **Security and Industry Compliance**

   Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

   a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.

   b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.

   c. **Browser Compatibility** - As of February 15, 2018, web browsers which do not support Transport Layer Security (TLS) versions 1.1 and 1.2 will no longer be able to connect to the Invoice Cloud platform. Unsupported browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems. The Service supports the following browsers:
      - Internet Explorer v11+
      - Google Chrome v60+
      - Apple Safari v10.1+
      - Firefox v55+

2. **Data Integration**

   Invoice Cloud maintains an integration with **Harris Advanced Utilities**. The integration for the **Biller** will include the functionality found in Appendix B.

3. **Payer Portal**

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

    a. Ability for customers to see their invoice amount, past due balance, total balance due, and due date.

    b. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.

    c. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.

    c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or EFT/AH.

    d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.

    e. Payers can cancel AutoPay enrollment up until 4 AM ET on the AutoPay collection date.

    f. A Payer will have the ability to choose their payment date (also known as scheduled payments).

    g. The system will accept partial, full, or overpayments as defined by the Biller.

    h. The Payer will register with the Service using the authentication method designated by Biller.

    i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.

    j. The Payer will receive an email confirmation of payment after any payment process.

    k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.

    l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.

    m. The Service includes shopping cart functionality.

    n. The Service will allow the Payer the option to elect paperless billing.

    o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

    a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).

    b. Ability for CSR's to log into a customer's account as they see it to assist with issues.

    c. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e., Credit Card or E-Check (ACH).

    d. Permissions – The Biller Portal includes a table of role based permissions, determined by the Biller's

    e. Ability to tell when a notification (ebill, text, etc..) was sent and if it was rejected.

    f. System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.

    g. Administrative Email Notifications - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members.

5. **Biller Portal Reporting**

The reports listed below are available to Biller, out of the box. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email.

- Please note that by selecting "All Rows" in any report, the user can schedule it to be delivered via email.
- User can customize the report name and frequency
- Multiple email address can be added to receive reports
- Also note, that all reports can be exported to Excel

List of reports available:
1) Autopay
2) Conveyance
3) Data Synch
4) Expiring cards
5) Pay by text registrations
6) Email change
7) Email do not send list
8) Email notification summary
9) Email statistics
10) Email tracking
11) Total outstanding invoices
12) Paperless Billing
13) Paperless bounce
14) Paperless registration history
15) Paperless
16) Daily payments received
17) Payments Monthly summary
18) Scheduled payments

Custom reports than can be scheduled:
19) Active Customers
20) Email click through from current month
21) Email click through from last month
22) Inactive customers
23) Outstanding invoices
24) Paperless customers with address
25) Paperless customers email address
26) Payment details from last month
27) Payment details from yesterday

From Search Functions, the following reports are also available on demand or to be scheduled:
28) All customers
29) Search Payments report can be pulled on demand with any or all of the following filters:
    a) Payment Amount Range
    b) Card number (masked)
    c) Card type
    d) Invoice type
    e) Approval status
    f) Payment type (example card or check/EFT)
    g) Payment source (example web, IVR. Live agent)
    h) Dates

i) Biller username
j) With or without fees

Reports for Accounting and Finance:
30) Open batches
31) Settled Batch history
32) Chargebacks
33) Chargeback retrievals requests
34) Deposit reconciliation
35) ACH/EFT Rejects
36) Payment Reconciliation
- Use these filter options to view only the dates and deposits that you're reconciling: Start Date, End Date, Transaction Account (Bank), Invoice Type, Transaction Category (Payment Method).
- The aggregate values for the date range selected are displayed here at the top of the report: Credit Items, Credit Total, Debit Items, Debit Total, Total Items, Net Total.
- Bank account totals credits, debits, and balance for the bank account shown for the date shown.
- Expand Account, expand the activity details for this bank account on the selected day.
  - Credits and Debits (Chargebacks, EFT/ACH Rejects and Refunds (credits), each transaction on the bank account for this day will be itemized here. Blue amounts are links to detailed listings of the transactions that comprise that amount, for each category.
- Additional commands, expand or collapse all bank account details in the table below or, export the current view of the data into Excel. For example:

Credit Items	Credit Total	Debit Items	Debit Total	Total Items	Balance
1456	$186,112.41	1	$84.03	1457	$186,028.38

09/13/2021	XXXXXXXX		$186,112.41	$84.03	$186,028.38
Credits			Debits		
	EFT, Discover, Master $186,112.41			Chargebacks	$0.00
				EFT/ACH Rejects	$84.03
				Refunds (credit)	$0.00

Report by Subscription.
These reports are designed for Biller users who want to receive updates, whenever the event is triggered.
37) ACH Rejects notification
38) Batch close notifications
39) System notifications
40) Files transmission (Stratus) notifications
41) Month end billing invoice
42) File processing updates/notifications
43) Paperless customers
44) Customers Bounced emails (daily report)
45) Service updates, system maintenance notifications
46) Cloud store receipts
47) Cloud Payments Receipts
48) Online Bank Direct notifications (Bank BillPay)
49) Datapump errors (when attempting to post payments)
50) Chargeback retrievals
51) Autopays

52) Invoice Cloud Newsletter

6. **Payer Email Notifications**

The Service provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

7. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

    a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.

    b. **Project Timeline** – Details project schedule and milestones.

    c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

    d. Invoice Cloud will provide a test environment pointing to Advanced CIS V4 or future CIS versions. All UAT items will need to be tested and verified (including payment IVR) and signed off on before go-live. City will test each payment method to ensure payments are depositing to the bank properly before go-live.

        - All items and issues must be addressed before go live.

8. **Support**

Invoice Cloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems and assist as needed to enable you to get the most from your partnership with Invoice Cloud and your use of the EBPP platform. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. An answering service will gather relevant information and alert the on-duty Client Service team member who will contact you if action is required prior to the next business day. We use the following severity levels to guide our team:

- "Critical Severity" support issues are responded to within 1 hour and must be reported via phone so we can most quickly troubleshoot with you. Examples of these issues include unavailability of the Invoice Cloud portal, platform, integrations, or APIs, or a problem that is severely adversely impacting your ability to use the platform.

- "High Severity" support issues are responded to within 2 hours and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples of these issues include degraded performance of the Invoice Cloud platform or APIs, although the portal and processing are still available.

- Other support issues are responded to by the next business day and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples include general questions, feature requests, data pulls, multi-factor authentication resets, integration troubleshooting, etc.

After Hours Support: 800 number for weekends and after hour emergencies: **1-800-564-7519**

Success Manager: A Customer Success Manager will be assigned to the client as soon as the implementation starts. The CSM is there to help ensure the client receives the maximum value from the platform and has a senior advocate, support resource and point of escalation if/when needed.

9. **Biller Training**
Biller Training- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
   - All standard training will be done remotely. Invoice Cloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.
   - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.

10. **Marketing**
Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:
   - Bill Inserts
   - Newsletters
   - Envelope Teasers
   - Pay Button Link
   - Posters with Acrylic Stands for Payment Counters
   - Business card sized take-away cards with QR code
   - Local cable/TV station announcement
   - Invoice cloud marketing will assist the city with a "welcome email" at "go live" to all cycle customers to notify the customer our portal has changed, including the website address directing the Payer where to enroll.

11. **POS – P2PE – EMV**
Invoice Cloud support POS payments with full point to point encryption. The solution is suited to these scenarios:

a- A cashiering system is available:
   - Client uses a Cashiering system that can code to POSConnect or Cloud Payments v2
   - Payments are posted back to the cashiering system in session – Real time
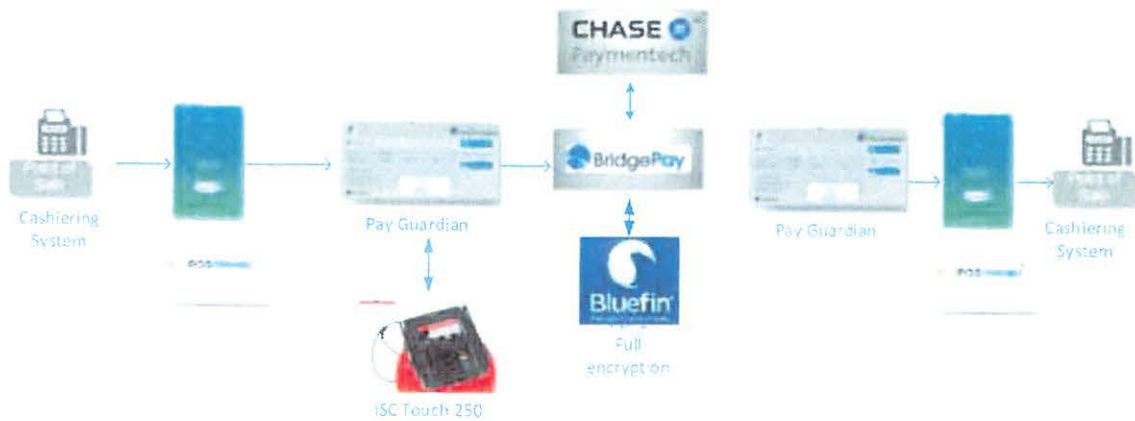
b- A cashiering system is not available OR client cannot code to POSConnect:
- Client will install **POSPay**
- Payments are not integrated with a cashiering system
- Payment reporting available to update cashiering systems
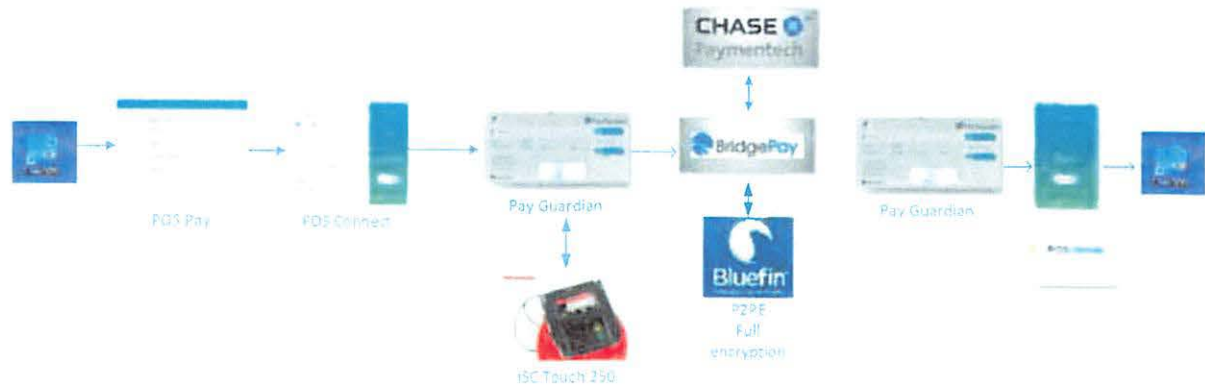
12. **IVR**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides payers with 24-hour access to account status and billing information. The following options are available:
- Provides for a toll-free call and a caller ID number set by the biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Replays information with Invoice Cloud generated confirmation number
-

13. **Cloud Payments™**

Cloud Payments allows billers to accept payments using our PCI compliant checkout process for various services that customers select from off-the-shelf billing software products. For example, New Service Applications, Permits, Parks and Recreation, or Business Licenses. The Cloud Payments API supports several data fields that may be passed from your software to IC including Account Number, Name, Address, Amount, Phone Number, Email, and other Biller defined fields.
- Email consumer a payment notification for those customers with an email address on file
- Email receipt option is available for Biller staff

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Customer and Biller receives immediate email confirmation of payment.
- Reporting by invoice type.
- Configurable consumer data fields, open text boxes, drop down, shopping cart.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (ACH) payments initiated from consumer bank bill pay sites. IC's exception handling process will match payments by account number or other matching criteria selected by the Biller.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the **Biller,** as outlined in the Biller Order Form, are included in the delivery of products, services, and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Port St Lucie

Printed Name	Russ Blackburn
Title	City Manager
Date	November 18, 2021
Signature	

Invoice Cloud, Inc.

Printed Name	Thomas Griffin
Title	President
Date	10/26/2021
Signature	

Appendix A: System Modifications

None.

Appendix B: Integration Supported Features

Harris - Advanced	CIS Infinity	
PRODUCTS		
EBPP	Supported	
Invoice Types	#42 - Utilities	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Supported	
Cloud CSR Connect	Not Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	Web Service	Each Billing Cycle
Payments	Data Pump	Near Time
AutoPay Flags	Data Pump	Near Time
Paperless Flags	Data Pump	Near Time
Account Balances	RTDR	Real Time
Block Payment Method (Credit/ACH)	RTDR	As Needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (24 months shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-on	Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

In Scope Items:
- Payment source (autopay, one-time pay, IVR, etc.) will be included in payment transactions pushed by Data Pump.
- Data Pump will pass paperless enrollment flags, (i.e. EBILL), to CIS with email, date and True or False flag.
- Data Pump will pass AutoPay enrollment flags to CIS with email, date, True or False flag, and payment method type (CC or ACH-Checking/Savings). If a customer removes AutoPay from their account, Data Pump will pass the false flag to CIS which then removes the AutoPay information from CIS.
- Account balances will be pulled from CIS using RTDR.
- IC will interface with AUS so when the customer is in a cash only or no credit card status, IC will "push through" and block the payment without a CSR manually accessing IC i.e. Block Payment Method (Credit/ACH) via RTDR.

- Display Past Due Balance in the customer portal payment route.
- Invoice Cloud will provide Daily Change Log file for the Home Phone Number field.
- Prior to processing any autopay transaction IC will call CIS to get the balance. If the balance is 0 or a credit, IC will not process the autopay transaction. This is further avoided by sending Invoice Cloud Final bills. At the time we receive the final bill, IC will balance forward the "old" balance (make it zero) and look to the balance/due date on the final bill. If that amount is 0 or credit, we will not run Autopay.

- Cloud Store re-directs: IC will enable re-direct links using a virtual site button that will link Payers to the City's website (e.g. City hosted Start/Stop service page).

Out of Scope Items:
- Data Pump does not send customer portal Registration User ID, Passwords or Sign-Up Date
- Invoice Cloud does not require a custom export file to run AutoPay.

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

Invoice Cloud and Paymentus Comparison

Electronic Bill Presentment & Payment (EBPP) platforms are often judged in 4 areas,
*known as the '4 Cs': **Communicate, Convert, Cloud, Connect***

1. **Cloud (SaaS vs Hosted Architecture):** The architecture of an EBPP platform has a big impact on the ability to roll out new functionality quickly (and future proof an organizations' EBPP platform), implement/integrate quickly, and provide best in class customer support.

2. **Communicate:** The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls, or increase customer calls because of usability challenges.

3. **Convert:** The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The ease of enrollment of the payment/reminder options, as well as the ease of paying through the various channels determines the number of payers who will use them.

4. **Connect:** The level of integration (connection) impacts how much of the back office management of an EBPP platform will be automated. A deeper connection between EBPP and Billing platforms saves times and money.

1. Cloud (SaaS vs Hosted Architecture)

The architecture of an EBPP platform has a big impact on the ability to roll out new functionality quickly (and future proof an organizations' EBPP platform), implement/integrate quickly, and provide best in class customer support.

Cloud (SaaS vs Hosted Architecture)	Invoice Cloud	Paymentus
100% of clients always on the latest version – future proofs an organization's payment experience	✔	✘
SaaS (Software as a Service) – when new functionality is available, all clients can turn it on the same day with the flip of a switch—removing the painful process of going through upgrades.	✔	✘

2. Communicate

The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls, or increase customer calls because of usability challenges.

Communication Tools	Invoice Cloud	Paymentus
E-Bill Reminders:		
Branded E-bill Reminder Sent When New Invoice is Available for Payment	✔	✔
Payer can view image of the printed bill without re-authenticating cuts down on payer calls and improves ease of use.	✔	✔
2nd and 3rd reminders sent to payers who have not taken action eliminates 'I forgot excuse' for not paying on time.	✔	✘
E-bill content (e-mails) self-service customizable by biller at any time: biller can share current and/or important info with payers/customers	✔	✘

Text Reminders:		
Text Reminder Sent When New Invoice is Available for Payment	✔	✔
Payer can view image of the printed bill without re-authenticating cuts down on payer calls and improves ease of use	✔	✘
2nd and 3rd reminders sent to payers who have not taken action eliminates 'I forgot excuse' for not paying on time.	✔	✘
Payers can schedule their own text reminder to be sent to them at a time of their choice	✔	✘
Calendar Reminders:		
Calendar Reminders with secure links straight to the payments screen	✔	✘
Payer can enroll in single or recurring calendar reminders: many people live by the 'if it's not on my calendar, it doesn't exist' mantra.	✔	✘
Multiple people can register for the same account and receive their preferred notifications	✔	✔
Landlord can grant tenant different account permissions/access to notification options and payment options, such as the ability to sign up for autopay or not	✔	✘
Account Linking		
Registered User Account Linking: multiple properties can be linked to view/pay at the same time	✔	✔
Payers receive a consolidated e-bill statement for their multiple bills	✔	✘

3. Convert

The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The **ease of enrollment** of the payment/reminder options, as well as the **ease of paying** through the various channels **determines the number of payers who will use them.**

Payment Options Accepted	Invoice Cloud	Paymentus

Credit/Debit Cards	✔	✔
ACH/E-Check	✔	✔
Apple Pay	✔	✘
Google Pay	✔	✘
Venmo	✔	✔
PayPal/PayPal Credit/Pay in 4	✔	✔
<mark>PayPay (Pay in 4) This allows customers to make payment arrangements through PayPal while PSL is paid in full.</mark>	✔	
All supported payment options offered in <u>ALL</u> payment routes (Paymentus only offers Venmo/PayPal/Amazon Pay for un-registered users. The 60% of payers who register and pay do not have access, which is confusing to payers)	✔	✘
E-Bill Enrollment and Payment Options		
Payer can enroll in e-mail reminders/paperless while in any payment route. Ease of enrollment determines adoption	✔	✘
Pay through a secure link	✔	✔
Payer is brought directly to payment route from payment link, no re-authentication required – a log-in wall causes abandonment, customer calls and is a missed opportunity to capture payments.	✔	✘
'One Click Pay' from any device – allows payer to process payment in <5 seconds from receiving reminder	✔	✘
Payer can enroll in e-billing/paperless while in all payment routes – registered and one-time payment. This drives e-adoption	✔	✘
Text Reminder Payment		
Payer can enroll in text reminders while in all payment routes – ease of enrollment determines adoption	✔	✘
Pay through a secure link	✔	✔
Secure link brings payer directly to payment route, no re-authentication required – a log-in wall causes abandonment, customer calls and is a missed opportunity to capture payments.	✔	✘
Payer can respond to the text reminder with the word 'Pay' to process a payment – no log-in or link to a mobile site required.	✔	✔

Payers can schedule their own text reminder to be sent to them at a time of their choice	✓	✗
Calendar Reminders		
Payers can enroll while making a payment – ease of enrollment determines adoption of self-service tools and payment options	✓	✗
Payer can pay through a single or recurring calendar reminder	✓	✗
One Time Payment/Guest Checkout Experience (40% of payers prefer this method)		
View Current & 24 months of bill history with images available	✓	✗
Enroll in Calendar Reminders	✓	✗
Enroll in Text Reminders/PayByText	✓	✗
Enroll in paperless/e-bills (cannot get close to 100% paperless without being able to enroll in all payment routes)	✓	✗
Enroll in AutoPay (cannot get close to 100% autopay without being able to enroll in all payment routes)	✓	✗
Add multiple invoices/statements/bills to a shopping cart and pay them together	✓	✗
==Display past due & current payment amount==	✓	✗
Registered User Experience (60% of payers prefer this method)		
Payer can register for an account	✓	✓
E-wallet for storing payment info	✓	✓
Migrate current AutoPay customers for a smooth transition	✓	✓
AutoPay Enrollment in the payment Route – ease of enrollment determines adoption of self-service tools and payment options. Allowing enrollment while making a payment drives results.	✓	✗
Enroll in paperless	✓	✓
Enroll in paperless in the payment Route – ease of enrollment determines adoption of self-service tools and payment options. Allowing enrollment while making a payment drives results.	✓	✗
Calendar Reminder Enrollment	✓	✗
Schedule a Single Future Dated Payment	✓	✓
Donations		

Donations 'Round-up' or 'add a $____' to payment during payment process for charity of biller's choice	✔	✘
Inbound IVR		
No additional information besides account # is needed when using for the first time	✔	✘
Caller ID lookup based on payer's phone #: if payer has used the same phone number to call in and pay before, no re-authentication is required.	✔	✘
IVR to Text: payer is prompted with the option to receive a text message with a link to complete the payment instead of continuing with the IVR – gives payer a simpler option for completing the transaction	✔	✘
Agent/CSR can transfer payer out to IVR and payer can transfer back if needed	✔	✔
Store credit/debit or ACH info for future use	✔	✘
Omni Channel: If payer stores payment information on the web, IVR prompts payer to use that stored payment method while paying so remittance data doesn't need to be re-entered	✔	✘
Online Bank Direct		
Online Bank Direct (consolidate bank check payments)	✔	✔
Matching algorithm remembers matching history of mis-keyed information to enable fast, correct matching of payments to open invoices in the future	✔	✘
Exceptions can be simply verified and remember for future online bank payments	✔	✘
CSR Tools		
Ability to collect new customer deposits before the first invoice is issued	✔	✘
CSR can instantly send a text or e-mail with a secure link to payer who calls in wanting to making a payment – eliminates taking card data over the phone, helps with PCI compliance, and enrolls customers in notifications so their likelihood of calling back next time decreases.	✔	✘
'Customer impersonation tool' for allowing CSRs to log in as payer and help them through using the platform.	✔	✘

4. Connect

The level of integration (connection) impacts how much of the back office management of an EBPP platform will be automated. A deeper connection between the EBPP platform and billing software saves times and money.

Connection Points	Invoice Cloud	Paymentus
Embedded SSO delivery so payer cannot tell the difference between the 2 portals	✓	✗
Real-time balance refresh before running auto-payments for accuracy instead of uploading a CIF file	✓	✗
Payment blocking in sync w/ Harris Advance to remove a double entry in both systems	✓	✗
Payments automatically update customer's account	✓	✓
Paperless/AutoPay updated automatically to billing software	✓	✓
ACH rejects automatically reversed	✓	✓

5. Miscellaneous

Miscellaneous Features	Invoice Cloud	Paymentus
Customized reporting breakdown by payment type & source (Online, IVR, Autopay, Text)	✓	✗
Visibility to customers payment date and time	✓	✗
E-bill notifications **self-service** (30) customizable by the biller	✓	✗
ACH verification through Certegy to reduce invalid account information	✓	✗
Support the latest NACHA security regulations for ACH payments	✓	?
An e-mail address is not required to enroll in autopay	✓	✗
Training videos for both biller and customer directly through the portal	✓	✗

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File #:	2021-826 Version: 1	Name:	
Type:	Consent	Status:	Consent
File created:	9/22/2021	In control:	City Council
On agenda:	11/8/2021	Final action:	
Title:	Approve Invoice Cloud, Inc. (Contract #20210100) as a Sole Source Vendor to Provide Electronic Bill Presentment and Payment Services to the City of Port St. Lucie Utility Systems Department		
Attachments:	1. Invoice Cloud - Contract 10-26-21 T.Griffin signed, 2. Exhibit A Biller Order Form- PSL 10-26-2021 T. Griffin Signed, 3. Exhibit B Invoice Cloud Port St. Lucie Biller Agreement (Final CLEAN 10-22-21), 4. Exhibit C IC Statement of Work-PSL 9.21.21 Final Clean T. Griffin signed, 5. IC Paymentus Comparison Checklist PSL (2), 6. Sole Source Letter & Justification, 7. Demand Star Posting		

History (0)   Text

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Invoice Cloud, Inc. (Contract #20210100) as a Sole Source Vendor to Provide Electronic Bill Presentment and Payment Services to the City of Port St. Lucie Utility Systems Department

Submitted By: Brad Macek, Director, Utility Systems Department

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Summary Brief (Agreements/Contracts only)
1.   Prepared by: Stefanie Beskovoyne, Deputy Director, Utility Legal Affairs
2.   Parties: City of Port St. Lucie Utility Systems Department ("USD") and Invoice Cloud, Inc., a foreign corporation.
3.   Purpose: The City seeks a vendor who can provide electronic bill presentment and payment services for the City, and those services efficiently interface with the City's website, mobile application and Interactive Voice Response system.
4.   New/Renewal/Modified: New.
5.   Duration: The Contract is a three-year term.
6.   Benefits to Port St. Lucie: This vendor will provide the PSL USD customers a complete and secure electronic bill presentment and payment solution via Contract #20210100. The SaaS platform that this vendor offers will ensure customers have the latest technology and payment options available, including the opportunity to save payment methods, receive payment and email reminders, pay by Text options, and a digital wallet, allowing customers to control their payment methods.
7.   Cost to Port St. Lucie (Annual and Potential): The estimated monthly fee is $100,070.07 with an annual estimated cost of $1,200,840.84.

Presentation Information: N/A

Staff Recommendation: Move that the Council Move that the Council waive the bidding per Chapter 35.04(c) of the City's code of ordinances, for good cause shown and approve Invoice Cloud, Inc., as the sole source provider and complete the motion in the affirmative.

Alternate Recommendations:
1.   Move that the Council amend the recommendation and complete the motion in the affirmative.
2.   Move that the Council not approve and provide staff with direction.

Background: Invoice Cloud, Inc. and Paymentus Corporation (the City's current credit card processor) are the only online platforms that are fully integrated with the Utility's current billing software, AUS. Invoice Cloud offers Apple pay and Google Pay. Paymentus does not. Both vendors offer Venmo and Paypal, but Paymentus has only offered Paypal to the City and is offered only to unregistered users (the USD has 11,000 unregistered users). Paymentus does not offer a "round up" program, which the USD would like to offer to those customers who wish to donate to a future "Septic to Sewer Fund." Invoice Cloud also offers the ability for its representatives to access the customer's online portal to assist with payment issues. Paymentus only validates bank routing numbers for Electronic checks (as opposed to Account numbers), which means a customer can put in a fake, closed, or incorrect bank account number. Invoice Cloud offers a "soft hit" determination to verify the validity of the account number and availability of funds.

Issues/Analysis: Risk Management, Procurement and Legal have reviewed the Contract #20210100 and its exhibits for compliance with applicable City policy and codes. The Sole source memo was posted on DemandStar for seven (7) days per Section 287.057(3)(c), Florida Statutes. No disputes were submitted.

Financial Information: Payments are processed through this vendor and then released to the City. The estimated monthly fee is $100,070.07 with an annual estimated cost of $1,200,840.84.

Special Consideration: The City's vendor (Paladin) tracks and monitors the Certificates of Insurance (COI) for each City vendor. Invoice Cloud is unable to guarantee a 30-day advance notice should it lose insurance coverage, however, Invoice Cloud is willing to cover the costs for Paladin to monitor coverage on a monthly basis.

Location of Project: Utility Service Area

Attachments:
1.)   Vendor Executed Contract
2.)   Exhibit A - Biller Order Form
3.)   Exhibit B - Biller Agreement
4.)   Exhibit C - Invoice Cloud Statement of Work
5.)   Invoice Cloud and Paymentus Comparison Checklist
6.)   Sole Source Justification Letter
7.)   Demand Star Posting

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 7182

Legal Sufficiency Review:
Reviewed by Amber Moseley, Deputy City Attorney. Approved as to Legal form and sufficiency by James D. Stokes, City Attorney.