ORDINANCE NO. 5909-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ULTRASONIC WATER METERS AND APPURTENANCES FROM BADGER METER, INC., NOT TO EXCEED $400,000.00 FOR CALENDAR YEAR 2022, AND DECLARING AN EMERGENCY.

WHEREAS, per Ordinance No. 4634-2009, the City entered into a contract with Badger Meter, Inc. for the installation and implementation of the AMR water meter automated system; and

WHEREAS, the City must purchase additional Ultrasonic water meters, which are uniquely compatible with the City’s water meter system, for new construction installs and/or replacements; and

WHEREAS, Badger Meter, Inc. is the sole manufacturer of the Ultrasonic water meters, which are the only brand or type of meter which can be integrated into the City’s existing automated system.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to purchase Ultrasonic water meters and appurtenances from Badger Meter, Inc., not to exceed $400,000.00 for the year 2022.

SECTION 2. City Council finds that formal bidding is not required per Charter Section 11.7 and due to the fact that Badger Meter, Inc. is the sole manufacturer of the Ultrasonic water meters, which are unique in that they are the only product compatible with the City’s existing water meter system.

SECTION 3. The cost of the ultrasonic water meters and appurtenances shall be charged to and paid from the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in
such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to purchase the ultrasonic water meters at a lower price. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST:

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR
ORDINANCE NO. 5910-2022

AN ORDINANCE RETROACTIVELY APPROVING A CONTRACT THAT WAS ENTERED INTO BETWEEN THE CITY OF NORTH RIDGEVILLE AND INVOICE CLOUD, INC. FOR THE PAYMENT OF UTILITY BILLS, AND DECLARING AN EMERGENCY.

WHEREAS, the City entered into a three (3) year contract with Invoice Cloud, Inc. on August 9, 2021, with the Go Live Date being November 9, 2021; and

WHEREAS, Invoice Cloud, Inc. provides a payment portal through which citizens pay their utility bills; and

WHEREAS, after viewing demonstrations with other companies, it was determined that Invoice Cloud, Inc. would best fit the needs of the City Utility Department; it replaces Ubill which was the City’s prior provider.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The contract the City entered into with Invoice Cloud, Inc. on August 9, 2021, is hereby retroactively approved. A copy of the contract is attached hereto and made a part of this ordinance as if rewritten herein.

SECTION 2. Said contract has an initial term of three (3) years commencing on the execution date and will continue for a period of three (3) years after the Go Live Date; it will automatically renew for each additional successive three (3) year term unless terminated by either party, effective at the end of the initial or any renewal term, as set forth in the contract.

SECTION 3. There will be a monthly monetary cost, but it is not a set amount. The cost will be determined by what payment method is used – credit card, cash, ACH returns, credit card reader fees, etc.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.
SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to continue to operate with Invoice Cloud, INC. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST:

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR
Invoice Cloud
Statement of Work
City of North Ridgeville

Overview
The Invoice Cloud (IC) suite of services (The Service) will give the City of North Ridgeville (Biller) and its customers
the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the City of North Ridgeville 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 North Ridgeville
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 offshore from Biller.
   c. Browser Compatibility - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration
Invoice Cloud does maintain an integration with Muni-Link. The integration for the City of North Ridgeville 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. 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.
   b. 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 card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).
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. A Payer will have the ability to choose their payment date (also known as scheduled payments).

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

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

h. 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.

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

j. The Payer will have the ability to search and access historical bills once they register with the Service.

k. 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. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.

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.

p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

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, log in as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payee 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. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).

c. Permissions - The Biller Portal includes a table of role based permissions, determined by the Biller’s 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, sending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrators, changes can be made quickly on an as needed basis.

d. Administrative Email Notifications - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:

- ACH Reject Notifications
- Batch Close Notifications
- Daily Management Report
- File Processing Notifications
- Month End Billing invoice
- Paperless Customer Email Bounce Daily Report
• Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
• Status Notifications (notifications of planned outages, new features, etc.)

5. Biller Portal - Reporting
Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:
   b. Search Customers*
   c. Search Invoices
   d. Search Payment Transactions*
   e. Monthly Summary
   f. Registration Report*
   g. Autopay Report*
   h. Paperless Report*
   i. Data Synchronization History
   j. EFT/ACH Rejects*
   k. View Scheduled Payments*
   l. Invoice File History
   m. Import Errors
   n. Daily Payments Received*
   o. Total Outstanding Invoices
   p. Email Notification Summary
   q. Email Statistics
   r. Email Tracking
   s. Bounced Email Report
      • Email Statistics
      • Email Tracking
      • Bounced Email Report

6. Payer Email Notifications
Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentation and payment activity. Email notifications may be customized through the Biller Portal using a World 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.

a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.
b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
   - First Invoice Email Notification
   - Second Invoice Email Notification
   - Third Invoice Email Notification
   - Payment Transaction Receipt
   - Declined Auto Pay Transaction
   - Late Fee Email Notification
   - Declined Scheduled Payment Notification
   - Registered Customer Welcome Email
   - AutoPay Registration Notification
   - Paperless Registration Notification
   - ACH Reject/Chargeback Notices (with reason codes and descriptors)
   - Credit Card Expiration Notification
   - Scheduled Payment Confirmation
   - AutoPay Reminder Notification
   - FlexPay Confirmation Notification
   - Scheduled Payment Reminder
   - Paperless Off Confirmation
   - Online Bank Direct Payment Receipt
   - Check 21 Payment Receipt
   - Linked Accounts First Notice Notification
   - Linked Accounts Second Notice Notification
   - Linked Accounts Third Notice Notification
   - AutoPay Off Confirmation
   - Conveyed Customer Notification
   - Registered Customers Welcome Email
   - Recurring Scheduled Payment Confirmation
   - Recurring Scheduled Payment Canceled

7. **Business Rules**
   The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller’s option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:
   a. Ability to allow partial payments, over payments, full balance only, or late fees.
   b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
   c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.
8. Implementation Process

Invoice Cloud assigns an Implementation 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.

9. Support & Training

a. Business Hours – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.

b. Help Desk - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.

c. Payer Support – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.

d. Biller Support - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.

i. Routine Technical Support - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.

ii. Emergency After-Hours Support – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.

e. Service Enhancements - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level; so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.

f. 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 provide sessions for both Payer and Biller portals for Biller’s staff.

• Separate training is conducted for Biller’s technical staff regarding the uploading of bill files and any other applicable processes.

• Ongoing phone and Go-To-Meeting training will be provided during the first month of use at no additional cost to Biller.

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

11. **CloudVRConnect**
   The IC CloudVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). 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
   - Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
   - Replays information with Invoice Cloud generated confirmation

12. **CloudSMSConnect**
   The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:
   - Provides interactive registration and service sign-up confirmation
   - Sends notification when new bills are available for payment
   - Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
   - Allows for payment utilizing a stored-payment method

13. **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:
   - Accept electronic check and or credit/debit cards.
   - Customer receives immediate email confirmation of payment.
   - Department receives email notification of purchase event for instant fulfillment services.
   - Ability to apply convenience fees, if required.
   - Reporting by service type.
   - Linked to Biller branded payment portal.
   - Each service type can have its own online registration form.
   - Can be setup to accept payments over the counter.

14. **Online Bank Direct**
   The IC Online Bank Direct (CBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:
   - Auto-matching of payments with open invoices
   - Email consumer a payment notification for those customers with an email address on file
• Ability to apply a single payment to multiple invoices
• Custom search capabilities to locate matching invoice(s)
• Electronic deposit of corresponding echecks

This SDW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the City of North Ridgeville, 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 North Ridgeville

By: ________________________________
Printed Name: Kevin Corcoran
Title: Mayor
Date: 8/9/21

InvoiceCloud, Inc.

By: ________________________________
Printed Name: Thomas E. Griffin
Title: President
Date: 8/10/2021

IC Confidential - IC 50W_ManiLink B_C Biller
Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE
Appendix B: Integration Supported Features

<table>
<thead>
<tr>
<th>Modules &amp; Features</th>
<th>Method</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRODUCTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Types</td>
<td>Utility</td>
<td></td>
</tr>
<tr>
<td>EBPP</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Cloud IVR Connect</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Pay by Text</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Apple Pay / Google Pay</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>PayPal</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td><strong>DATA EXCHANGE</strong></td>
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<td></td>
</tr>
<tr>
<td>Invoices</td>
<td>Web Services</td>
<td>Near Real Time</td>
</tr>
<tr>
<td>Payments</td>
<td>Data Pump (Near Time)</td>
<td>Near Real Time</td>
</tr>
<tr>
<td>AutoPay Flags</td>
<td>Data Pump (Near Time)</td>
<td>Near Real Time</td>
</tr>
<tr>
<td>Paperless Flags</td>
<td>Data Pump (Near Time)</td>
<td>Near Real Time</td>
</tr>
<tr>
<td>Account Balances</td>
<td>Real Time Data Refresh</td>
<td>On Demand</td>
</tr>
<tr>
<td>Block Payment Method [Credit/ACH]</td>
<td>Real Time Data Refresh</td>
<td>On Demand</td>
</tr>
<tr>
<td>Real Time Data Refresh RTDR</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INVOICE FILES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IC Translates file</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Historical Data (2 years shown online)</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td><strong>BILL PRESENTMENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Link to PDFs</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td><strong>BATCH CLOSE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard or Custom</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td><strong>CUSTOM OPTIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Sign-on</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Branded Biller Portal</td>
<td>Supported</td>
<td></td>
</tr>
<tr>
<td>Branded Payer Portal</td>
<td>Supported</td>
<td></td>
</tr>
</tbody>
</table>
Appendix C: Biller Deliverables

<table>
<thead>
<tr>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Invoice File (BIF)</td>
</tr>
<tr>
<td>Sample Adjustment/Balance File (BAF)</td>
</tr>
<tr>
<td>Sample Payment/Lockbox file</td>
</tr>
<tr>
<td>Sample Images of Bills</td>
</tr>
<tr>
<td>Auto Pay Conversion data if applicable</td>
</tr>
<tr>
<td>Paperless conversion data if applicable</td>
</tr>
<tr>
<td>Allow Invoice Cloud IPs to access web services (if needed)</td>
</tr>
<tr>
<td>Bill Conversion Data if applicable</td>
</tr>
</tbody>
</table>
# Biller Order Form

## Sales Information
<table>
<thead>
<tr>
<th>IC Sales Rep</th>
<th>John Prodan</th>
<th>Vertical</th>
<th>Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Date</td>
<td>8/6/2021</td>
<td>Billing Software</td>
<td>Muni-Link</td>
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</tbody>
</table>

## Biller Information
<table>
<thead>
<tr>
<th>Ownership Type</th>
<th>Government</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
<td>City of North Ridgeville</td>
<td>Website URL</td>
<td><a href="https://www.nridgeville.org/Default.aspx">https://www.nridgeville.org/Default.aspx</a></td>
</tr>
<tr>
<td>Address 1</td>
<td>7307 Avon Belden Road</td>
<td>Bus. Open Date</td>
<td>1829</td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
<td>Federal Tax ID</td>
<td>34-6002305</td>
</tr>
<tr>
<td>City</td>
<td>North Ridgeville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>OH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZIP</td>
<td>44039</td>
<td></td>
<td></td>
</tr>
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</table>

*Federal Tax ID and Legal Name must match on all documents

## Biller Contact
<table>
<thead>
<tr>
<th>Primary Contact Name</th>
<th>Tara Peet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(440) 353.0840</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:tpeet@nridgeville.org">tpeet@nridgeville.org</a></td>
</tr>
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</table>

## Signing Authority
<table>
<thead>
<tr>
<th>Name</th>
<th>Kevin Corcoran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:kecorcoran@nridgeville.org">kecorcoran@nridgeville.org</a></td>
</tr>
</tbody>
</table>

## 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 #      | 241070394 |
| Last 4 Acc #   | 7212 |

## Payment Methods Accepted
| Payment Methods | [American Express] [VISA/Mastercard/Discover] [ACH/EFT] |

## Biller Pricing (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Interval</th>
<th>Cost Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Card - Chargeback Fee Submitter</td>
<td>Per Transaction</td>
<td>Fixed ($)</td>
<td>$10.00</td>
</tr>
<tr>
<td>EFT - ACH Reject Fee Submitter</td>
<td>Per Transaction</td>
<td>Fixed ($)</td>
<td>$10.00</td>
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<tr>
<td>Invoicing - Invoice Presentment For Paperless Customers</td>
<td>Per Transaction</td>
<td>Fixed ($)</td>
<td>$0.25</td>
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</table>

## Hardware
<table>
<thead>
<tr>
<th>Card Reader Type</th>
<th>Swipe Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>3</td>
</tr>
<tr>
<td>Cost per Reader</td>
<td>15.00</td>
</tr>
<tr>
<td>IDTech SREDKey</td>
<td>Billing Interval</td>
</tr>
<tr>
<td>Shipping Address</td>
<td>(if different than location address)</td>
</tr>
</tbody>
</table>
### DATA RETENTION

<table>
<thead>
<tr>
<th>Months to Keep</th>
<th>24</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Additional Fees apply if greater than 24 months</em></td>
<td></td>
</tr>
</tbody>
</table>

### IMPLEMENTATION CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Interval</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation (per SOW)</td>
<td>One-Time</td>
<td>$0.00 (WAIVED)</td>
</tr>
</tbody>
</table>

### NOTES/SPECIAL HANDLING


[signature page follows]
**CERTIFICATION AND AGREEMENT**

A. By signing below, the Biller hereby authorizes 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 (6) 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 (6) 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 30 business days in advance of any change. A fee will be charged for any returned or rejected ACH debit(s).

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller Tryouts (referred to 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 _______.

<table>
<thead>
<tr>
<th>Accepted by Biller:</th>
<th>Accepted by Invoice Cloud, Inc.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Officer/Authorized Official</td>
<td>Corporate Officer</td>
</tr>
<tr>
<td>Kevin Corcoran</td>
<td>Thomas E. Griffin</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Mayor</td>
<td>President</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
</tbody>
</table>
## BILLER ORDER FORM

### INVOICE TYPE PARAMETER SHEET

*Invoice Type Parameters must be completed for each invoice type*

<table>
<thead>
<tr>
<th>Invoice Type</th>
<th>Utility Bills</th>
<th>Pricing Model</th>
<th>Non Submitter</th>
</tr>
</thead>
</table>

### CURRENT BILLING DETAILS

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

<table>
<thead>
<tr>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
<td>14440</td>
</tr>
</tbody>
</table>

Avg CC Transaction $ 102.00  Max Invoice $ 125000.00  Bill Frequency Monthly  Avg. Bills Per Month 14440

### PRODUCTS AND SERVICES

*Products and Services [EBPP/SO] [IVR] [Point of Sale]*

### TRANSACTIONAL PRICING (Paid by Biller)

<table>
<thead>
<tr>
<th>Payment Source Description</th>
<th>Payment Method</th>
<th>Fee Rate %</th>
<th>Fee Amount $</th>
<th>Additional Fee $</th>
<th>Biller Pays Network Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Payment Sources</td>
<td>Credit/Debit/PayPal</td>
<td>.75%</td>
<td>$0.12</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>All Payment Sources</td>
<td>ACH/EFT</td>
<td></td>
<td>$0.70</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>IVR</td>
<td>All Payment Methods</td>
<td></td>
<td>$0.95</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

### TRANSACTIONAL PRICING EXCEPTIONS

### SERVICE FEES (Paid by Payee)

<table>
<thead>
<tr>
<th>Payment Source Description</th>
<th>Payment Method</th>
<th>Fee Amount</th>
<th>Calculation Type</th>
<th>Max Payment $</th>
<th>Min. Fee ($) per Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Payment Sources</td>
<td>Credit/Debit</td>
<td></td>
<td></td>
<td>$125000.00</td>
<td></td>
</tr>
<tr>
<td>All Payment Sources</td>
<td>ACH/EFT</td>
<td></td>
<td></td>
<td>$125000.00</td>
<td></td>
</tr>
<tr>
<td>IVR Surcharge</td>
<td>All Payment Methods</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SERVICE FEE EXCEPTIONS

### BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

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

Routing # 241070394  Last 4 Acct # 72112

### NOTES / SPECIAL HANDLING
Biller Agreement

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) reverse, “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 applicable law or in the event of exigent circumstances.

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 licensees, 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
Ordinance No. 5910-2022

Biller Agreement

maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. 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 employees and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

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-cancelable, 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 earliest 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, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 10% of the Average Credit Card Transaction S specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

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 any termination or expiration of this Agreement, 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.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, 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. BILLER AGREES THAT 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 account 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 in order 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
Biller Agreement

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 (ii) obtain content 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, ACI, 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, ACI, 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 expeditious re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE LIMITED TO 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, 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 Controls. 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.
Bill Agreement

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. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud’s owned, hired or non-owned vehicles assigned to or used in performance of the Services.

d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17. 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.

18. 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.


(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, presented 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, 18 and 19(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.
BILLERS TERMS AND CONDITIONS (www.invoicenow.com/termsandconditions)

1. Definitions.

As used in the Agreement and in any Biller Order Form now or hereafter:

"Agreement" or "Biller Agreement" means those terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference forms.

"Biller" means invoicer and billers of the Biller.

"Biller Order Form" means the order form referencing the services to be performed by Invoice Cloud and any add-on services under any add-on or Biller Order Form.

"Chargertax" is a reversal of a Transaction released by a credit card company, processor, bank or other financial institution including chargebacks. ACH rejects or reversals or other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement.

"Customer" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service.

"Customer Data" means any data, information or materials provided or submitted by Biller or its Customers to the Service or the Biller’s customers and/or payees in the course of using the Service.

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form.

"Intellectual Property Rights" means unpatented inventions, patents, applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain names, rights, trade, mark, work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integrations components and application programming interfaces (API) and forms of protection of a similar nature anywhere in the world.

"Integration Components" means software which integrates the Service with third party software, and any updates or versions thereof.

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation.

"Invoice Cloud Technology" means all of Invoice Cloud’s proprietary technology (including software, hardware, products, processes, algorithms, and interfaces, know-how, techniques, designs and other tangible or intangible technical and functional information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service.

"IVR" means the software as a service which provides interactive voice response, automated payments by voice and text (SMS) messaging, and related functionality, including rebund and refund.

"Payment Instrument Transaction" is a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Service. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic cash cards, awarded account or bonus reward programs, paper certificates and credit accounts.

"Order Form" as "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contained for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (or in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail).

"Paying Account" means a Biller account which is validated in order to process Invoice Cloud against the risk of nonrefund, existing, potential, or anticipated Chargertax and to verify the other obligations under the Agreement.

"Paying Account" means Invoice Cloud’s billing and payment service, the Customer, the Invoice Cloud Technology and other respective services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via www.invoicenow.com or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, in which Biller and being granted access under this Agreement, including the Invoice Cloud Technology and the Customer.

"Severely" means Invoice Cloud’s billing and payment service, the Customer, the Invoice Cloud Technology and other respective services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via www.invoicenow.com or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, in which Biller and being granted access under this Agreement, including the Invoice Cloud Technology and the Customer.

"Submitter" means the Biller’s status under the Agreement and Order Form where Biller’s Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience fee to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) totaling either a Payment Instrument or a bill generated in which consideration is not to be exchanged or the is or is to be due between the Customer and Biller.

"Transaction Data" is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

2. Biller’s Responsibilities. (a) Biller is responsible for all activity occurring under Biller’s accounts and shall abide by all applicable laws and regulation as well as any ethical and legal responsibilities and obligations. Biller’s use of the Service, including those related to data privacy, communications, receipt or export of data and the transmission of technical, personal or other data. Biller shall (i) notify Invoice Cloud
Invoice Cloud is not responsible for any Biller postings as cause due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller agrees to provide Invoice Cloud with complete and accurate billing and contract information. This information includes Biller’s legal company name, street address, e-mail address, and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

(b) Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested.

Any change in a natural cancellation policy with the transactions underlying the Transaction Data must be submitted to Invoice Cloud, in writing, not less than 30 days prior to the effective date of such change.

If Biller offers or is required to provide a price adjustment, or cancellation of services or 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 must equal the amount shown on the bill for the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing the refund to be deposited to the Customer’s account, nor, with respect to credits and transactions, may Biller give checkbook refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log on, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at any time or at any subsequent time by changing their preferences under [http://www.invoicecloud.com/privacy.html](http://www.invoicecloud.com/privacy.html)

The following is only applicable to any Biller who is a Submitter, as well as for AMEX credit card changes:

As to all Transactions, Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

1. The Transaction Data represents payment or refund of payment, for a bona fide transaction.
2. The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.
3. The Transaction Data does not involve any element of credit for payment of a previously disbursed payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.
4. The Transaction Data is free from any material alteration not authorized by the Customer.
5. The amount charged for the Transaction is not subject to any dispute, offset, or counterclaim.
6. Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for the effecting credits to the Customer.
7. Biller has made no representations or agreements for the issuance of refunds except as stated in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
8. Any transaction submitted to Invoice Cloud to credit a Customer’s account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.
9. Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is in compliance in possession and any applicable agreements.
10. For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
(3) Biller has not submitted any Transaction that is known or should have been known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(4) All Transactions Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or incorrect Transaction Data.

American Express Compliance Policy:
(1) Biller is required to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, to which it is subject. Any violation of these rules is not subject to the following:

(a) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

(b) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

(c) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

(d) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

(e) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

(f) The American Express Business Operating Guide may be viewed at www.americanexpress.com/operatingguide

American Express Business Operating Guide:
(a) Biller acknowledges and agrees that: (i) other or similar American Express, ATMs, Agencies, Agents, or Subsidiaries are not liable to Biller for any damages, losses, or costs incurred, including incidental, indirect, special, consequential, special, punitive, or exemplary damages of any kind (whether based on contract, tort, including negligence, strict liability, fraud, or otherwise, or statute, regulations, or any other theory; arising out of or in connection with the Agreement.

3. Chargebacks. In any event, if Invoice Cloud is subject to any provisions of the Agreement, Invoice Cloud (the payment processor) may take the following actions: (i) request that the Biller be notified of a new one that will be charged to process Chargebacks. (ii) refund from Invoice Cloud an amount reasonably determined by Invoice Cloud (the payment processor) to be sufficient to cover any Chargebacks and all related fees, penalties, interest, and any other costs associated with Invoice Cloud's services. (iii) terminate the Agreement. Biller agrees to pay all and any expenses, fees, and costs associated with Invoice Cloud's services. (iv) any transactions that are not authorized by the Customer to be charged, and any transactions that are not processed in accordance with these terms, or any transactions that are not processed in accordance with the Payment Brand Rules.

Biller agrees that it is fully liable for any Transaction, for which Invoice Cloud has provided biller credit or paid biller, in the subject of a Chargeback or acts of similar nature. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse Invoice Cloud for the cost of any such adjustment, or has insufficient funds to pay the Customer for its services, or if the Customer is not reimbursed by Invoice Cloud to the extent applicable as provided in Section 4 below, then for the purposes of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller authorizes Invoice Cloud to debit the Biller's bank account as necessary. The Biller's Debit Account will cover sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks. ACTs result in or relate to invoices, credits, returns, and all additional liabilities associated with these criteria, including, but not limited to Chargebacks, fees, fines, and penalties. Invoice Cloud may not be required to apply funds in the Biller's Debit Account to the extent applicable as provided in Section 4 below, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to the Agreement. Invoice Cloud may, in its sole discretion, collect fees related to Chargebacks and ACTs and request, or other refunds or credits issued by Biller's customers.

The following are some of the most common reasons for Chargebacks, in no way is this intended to be an exhaustive list of possible Chargeback reasons:

(1) Failure to issue a refund to a Customer as requested.

(2) Invoice Cloud did not receive Biller's response to a Remit Action Request within 7 days or any shorter time period required by the Payment Brand Rules.

(3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise. Some common reasons for Chargebacks are listed below. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller’s Debit Account or Invoice Cloud setting such amounts from any payments from the payer to the Biller). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller’s Debit Account or Invoice Cloud setting such amounts from any payments from the payer to the Biller). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller’s Debit Account or Invoice Cloud setting such amounts from any payments from the payer to the Biller). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller’s Debit Account or Invoice Cloud setting such amounts from any payments from the payer to the Biller). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller’s Debit Account or Invoice Cloud setting such amounts from any payments from the payer to the Biller).
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4. Certain Contractual Terms. The following only applies to the extent not otherwise addressed in the Agreement:

LIMITED WARRANTY. THE INTEGRATION COMPONENTS ARE PROVIDED “AS IS.” ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED WITH RESPECT TO THE INTEGRATION COMPONENTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR AGAINST LATENT DEFECTS.

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, INCLUSION OF LOSS OF DATA, REVENUE PROFITS, SIGNS OR ANY OTHER ECONOMIC ADVANTAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING Sought OR SUCH PARTY’S LICENSORS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and 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.

To the extent that the Biller’s Agreement does not have a Biller indemnification, limited warranty, or limitation of liability clause respectively, or to the extent that there is no Biller Agreement, the clauses in this Section 4 shall apply, shall control and be binding on the Biller. Where there is no Biller Agreement, the terms of these Biller Terms and Conditions (and any other forms) shall be the sole and entire agreement between the parties.

5. Biller Deposit Account Automatic Debit (Applicable where Biller Debt Account has been designated in the Biller Order Form)

Where Biller authorizes Invoice Cloud’s receipt of all fees and periodic fees reference in the Biller Order Form - form payments made by Customer, or from credit card processors, bank card issuers, payment associates, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller’s account(s) used for this purpose (“Billers Debt Account(s)”) the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects, returns refunds and other fees due hereunder expiring therefrom. Biller shall be responsible for and pay all fees or charges relating to Billers Debit Account and the automatic debit facility. In accordance with the terms thereof. In addition, with respect to any invoices and payments that are processed through the Service, the Biller’s agreements with all such credit card processors, bank card issuers, ACH and check processors shall require reimbursement and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller’s Debit Account to pay all periodic fees, Chargebacks, ACH rejects, returns refunds and other fees due hereunder expiring therefrom.

6. Encrypted Card Readers (Applicable where Card Reader has been designated on the Biller Order Form)

Encrypted Card Readers (or Card Reader as described in the Biller Order Form), are provided to the Biller for their use under license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products on license. Biller will be fully responsible for all products including without limitation all risk of loss and damage to produce while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with “product” or “device” in the Section 6 referring to the encrypted card reader):

a. Invoice Cloud and manufacturer warrants to the products provided pursuant to this Agreement will perform in accordance with the manufacturer’s published specifications. Should this product fail to perform to manufactures specifications, repair parts and replacement products will be furnished at no charge to the Biller and either reimbursed or removed at no charge below. This limited warranty does not include service to repair damage to the product resulting from accident, wear, unreasonable use, misuse, abuse, customer’s negligence, Biller’s negligence, or any unauthorized modifications of the product. Invoice Cloud reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, invoice Cloud and manufacturer specifically disclaims any liability or warranty the good would in other than manufacturer’s original package and for goods modified, altered, or treated by customer. Service may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

b. The following is the repair and replacement policy:

Replacement Requests – Biller to notify Invoice Cloud that the device is not working via email, phone call or help desk ticket.

Invoice Cloud will update and or open a new ticket for the swap replacement request.

Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller the same day if request is submitted by 2 pm CST. Requests received after 2pm CST will be processed the following business day.

Shipping Method: Replacement devices will be shipped via Fed Ex 1-3 day no charge to the Biller. If the Biller needs the device overnight there is an additional cost of $15.00 per device.

Biller have 14 business days to return the device that is not working to Invoice Cloud, Inc. 1111 Victory Lane, Cordova, TN 38016. Delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to the Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous fashion. Biller understands and agrees that service may be periodically off line or otherwise unresponsive in order for Invoice Cloud to perform maintenance,
null or lost software, or for other essentially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise unavailable as a result of the failure of equipment or services provided to manufacturers by third parties (for example, public or private telecommunications services or internet service providers), overall Internet congestion, unavailability of generic Internet services, such as DNS services, and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performance hereunder will be excused for any of the reasons set forth herein. In the event of any malfunction, equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonable prompt fashion. Manufacturer may, from time to time, in its sole discretion, modify the manner in which it provides service, and modify its software and systems, all of which may result in a change in the manner in which manufacturer's provides the software and systems provided, however, that such modifications and changes do not degrade the level of, or have a material adverse impact on the function and functionality of the Services.

EXCEPT AS PROVIDED IN THIS SECTION 6. BYPASS, CLOUD AND MANUFACTURER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES THAT THE MANUFACTURER PRODUCT IS OFFERED AS IS.

d. Responsibility of Biller. Biller will be responsible for the following: (i) Providing Invoice Cloud with a stable IP address and the specific range of static IP addresses, (ii) Confidentiality of End User's Data. Biller is solely responsible for the transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"). And Invoice Cloud and Manufacturer will have no liability thereunder provided that manufacturer will use Biller Transmitted Information only for purposes of this Agreement. Biller is solely responsible for implementing security measures, procedures, and standards or any other best practices available to protect the confidentiality of Biller Transmitted Information, (iv) protecting the confidentiality of any information stored on Biller's server, and (v) Using the Services in the manner instructed by Invoice Cloud manufacturer and otherwise in the manner recorded.

e. Network Security. Biller shall be solely responsible for ensuring that Authorized Biller Employees are not security risks. Upon invoice Cloud's request, Biller will provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues relating to any Authorized Biller Employee. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (i) each party's use of the Network Connection is secure and is used only for authorized purposes, and (ii) each party's business records and data are protected against improper access, use, loss, alteration or destruction.

f. Biller will provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, at any time, allow any third party to, modify, repair, remove, install, lease, assign, sublease, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of the devices may render that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third party vendor. At the end of the term, Biller shall be responsible to return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the address which devices were shipped to or otherwise designated by Invoice Cloud. If Biller fails to return any of the devices when due, Biller shall pay Invoice Cloud the equivalent of the money expended or charges incurred by Invoice Cloud to replace the devices with similar materials, including reasonable attorney's fees.

7. Knockouts (Applicable when Knockouts have been designated on the Biller Order Form)

Knockout descriptions in the Biller Order Form, are provided by the Biller for their use only. Warranties provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on license. Biller will be fully responsible for all Knockouts including without limitation all risk of loss and damage to products while in its possession or control, save non-wear and tear. Where Invoice Cloud provides knockouts, the following additional terms apply: (i) "Products" and "Knockouts" in this Section 7 referring to the knockouts and any firmware and software included with the knockouts and applicable documentation, as the same may be upgraded, modified, and enhanced from time to time;

a. License: Invoice Cloud grants to Biller a non-exclusive, non-transferable, non-sublicensable right to use, the products for its customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes (without limitation) the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and training. Of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the Knockout manufacturer. Any and all intellectual property rights in the products shall belong exclusively to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered products must not be (i) used, distributed, modified, adapted, changed, or altered, in part or in whole, in any way or (ii) decompiled, disassembled, reverse-engineered, or redistributed. Unless any product is not any Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy or alter any part of the products or product packaging or labeling, or combine products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not misuse, remove, cover, delete, or alter any copyright trademark or other notice, logo, or any other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to, either the Products or any other technical or promotional material relative to the Products.

Invoice Cloud Biller Terms and Conditions (V1.1)
b. Manufacturer Limited Warranty. Kiosk Information Systems, Inc. ("Kiosk.com") warrants that the products provided pursuant to this Agreement will materially perform in accordance with the manufacturer’s published specifications. Warranty service is detailed in Section 7(b) below. Should the products fail to conform to manufacturer’s specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include services to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, billing’s negligence, or non-manufacturer negligence or non-manufacturer modification of the product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective products to determine whether the warranty is applicable. THE PRODUCTS IN INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USED OR TRADE COURSE OF PERFORMANCE OR DEALING.

c. Terms and Effect of Termination. Minimum fee changes shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosks are operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement at any time relating to kiosks for the Biller’s convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referred to in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees for the Biller Order Form from the number of months that were remaining in the term in the Biller Order Form immediately prior to the effective date of termination; (c) all amounts due from Biller to the manufacturer for services or parts provided, and (d) any committed and non-cancelable amounts for equipment, products or kiosks purchased by Invoice Cloud as a result of Biller’s order of kiosks.

d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service:

Warranty from the Manufacturer:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician visit expense to implement the replacement part itself.

Expectations surrounding the scope of the KIOSK Advanced Exchange & Field Service Warranty are as follows:

i. Advanced Exchange & Field Service Description

• Phone and Warranty Parts Shipment Support. In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.

• If replacement part not on Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the KIOSK.COM Field Technician Visit to arrive (typically within 24 hours of call receipt).

• Service will be provided pursuant to service level provided in the SLA addendum at www.prosened.com.

• No charge for replacement components to the extent warranted hereunder subject to the terms and conditions herein.

• KIOSK.COM covers inbound and outbound shipping costs for failed / replacement parts except as provided herein.

• The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label. When the customer receives the replacement, the failed part is then returned with the KIOSK pre-paid label.

ii. Exchange Warranty – Out of Scope Items

• The warranty and support commitments include the original kiosk, end-user OEM parts and all components as shipped from the manufacturer’s factory; however, does not include components, customer software applications, network connectivity service, custom modifications or changes made to the system, cleaning, installation, or reinstallation of system.

• Returned parts with No Defects Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defects Found fees include removal of any component costs, applicable shipping and handling fees, as well as hourly RMA diagnostic fees of $125 – hour.)

• The most common source of “no defect found” parts is a component missing and cleaning neglect in the field. Biller is responsible for keeping book clean through occasional superficial cleaning with a damp cloth, butting-out.

• Warranty does not include any customer application software, drivers, or special interface equipment and configurations unless specifically noted in the purchase contract.

• The warranty does not apply to expendable items (i.e. normal wear and tear of external graphics etc.). Paint damage due to normal wear and tear is not covered under warranty. Paint damage resulting from manufacturing defects will be covered by above warranty.

• Damage caused by cleaning, neglect, vandalism, physical abuse or environmental acts of God are not covered under warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions
• Warranty service is guaranteed for 30 days from the date of installation.
• Replacement components are not guaranteed to be new components and may come from the manufacturer's refurbished and tested stock (at the discretion of the manufacturer).
• The three-year warranty is not extended if replacement parts were not provided in a maintenance action.
• The warranty is voided by misuse, accident, modifications, or unsuitable physical or operating environment, improper maintenance by customer, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Inovice Cloud or manufacturer, or for which Inovice Cloud or the manufacturer is responsible, or any modifications or changes to components or to the system by Inovice Cloud or its predecessors.
• Requests for field service or service calls must be received by 1:00 pm MST, Monday through Friday, to be eligible for the next day service (24-hour) service time. Technicians request calls received after 1:00 pm MST will be scheduled on the following business day. 1-BO service calls are $175/hour.
• Inovice Cloud will provide onsite services at its location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
• Keys must be on-site and available prior to the departure of the Field Technician.
• Payment of out-of-service fees is due upon invoice. Inovice Cloud reserves the right to suspend service support until delinquent account payments are settled as full.

Inovice Cloud and the manufacturer shall use reasonable efforts to provide the keys in an uninterrupted, continuous fashion. Inovice Cloud understands and agrees that service may be periodically off line or otherwise unavailable in order for Inovice Cloud to maintain system performance and service will be provided. Inovice Cloud further understands and agrees that if service is not available or service may be off line or otherwise unavailable as a result of the failure of products, equipment, or services provided to the manufacturer by third parties (for example, public or private telecommunication services or Internet access or facilities, software or hardware, or other non-manufacturer hardware or software), Inovice Cloud will not be liable for any damages or lost revenues, costs, or expenses incurred by Inovice Cloud or its successors or assignees, whether or not such damages or losses are attributable to the malfunction of any equipment or system provided to Inovice Cloud by third parties.

Responsibilities of Inovice Cloud:

(1) Inovice Cloud will be responsible for the following: (i) Providing Inovice Cloud with a static IP address or a specific range of static IP addresses, and (ii) providing the software and system, and any other necessary services to prevent the unavailability of Inovice Cloud's service.

(2) Inovice Cloud must be responsible for ensuring that the Inovice Cloud's equipment is secured and protected against unauthorized access, use, loss, alteration, or destruction.

(3) Inovice Cloud will be responsible for the installation, implementation, and maintenance of key management and systems policies to ensure that Inovice Cloud's service is secure and only used for authorized purposes.

(4) Inovice Cloud must be responsible for ensuring that all keys are stored securely and cannot be accessed by unauthorized personnel.

Personal Property of Inovice Cloud:

(1) Inovice Cloud shall maintain a complete and current inventory of all keys and shall provide Inovice Cloud with a list of all keys at the time of installation.

(2) Inovice Cloud shall at all times maintain a complete and current inventory of all keys.

(3) Inovice Cloud shall keep all keys in a secure location.

(4) Inovice Cloud shall not transfer, assign, or authorize the sale or transfer of keys to any third party without the consent of Inovice Cloud.

Interative Voice Response Functionality:

(a) License. For and in consideration of the payment of all fees and charges paid to Inovice Cloud, Inovice Cloud hereby grants to Inovice Cloud, non-exclusive access to its proprietary IVR for Biller's interactive use only.

(b) Indemnification. Inovice Cloud agrees it will not use the IVR in any manner, shape, or form that violates any local, state or federal law or regulation requiring without limitation violations of Section 10 and Fair Debt Collection Practices Act, 15 U.S.C. § 1692 and shall defend and hold Inovice Cloud and Inovice Cloud's licensees harmless from any and all claims and will indemnify Inovice Cloud and its licensees against any and all costs, fees, penalties, or damages.
causes of action and claims, including reasonable attorney’s fees as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller against any and all costs and damages, including reasonable attorney’s fees as a result of any third-party intellectual property rights infringement claim against Invoice Cloud or Licensor.

c. Legal Compliance. Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which affect this Agreement and the Biller’s performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable law as it relates to the Bill flows, contest, payments, and data flows and the Biller’s benefits and uses of the IVR, and the instructions and directions in the case of the IVR that it has provided. Through neither Invoice Cloud nor Licensor provides any legal advice to Biller. Biller understands the existence of, for example, Fair Credit Reporting Act rules and regulations regarding do not call lists, legal calling times, and dialling cellular numbers, and shall abide by those and all other laws while using the IVR.

8. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED “AS IS.” BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. IN THE EVENT OF A BREACH OF THIS WARRANTY BY Invoice Cloud or Licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and agrees not to hold Invoice Cloud or Licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor Licensor is responsible for any poor result as a result of judgments and choices made by Biller in using said service.

9. California Consumer Privacy Act of 2018
All cremated terms used in this Section B, and otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller’s status as a Business, Invoice Cloud is a “Service Provider” pursuant to CCPA. Invoice Cloud’s obligations as a Service Provider include:

a. Invoice Cloud will not sell Personal Information.

b. Invoice Cloud will not rent, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in this Agreement or as otherwise permitted by CCPA.

c. Invoice Cloud will not access, use, or disclose Personal Information for any commercial purpose other than providing the Service.

d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with consumer rights requests.

e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.

f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer’s request directed to the Biller if it is not necessary to maintain such information in accordance with Cal. Civ. Code §1798.1056. Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.1056 and Invoice Cloud shall not use the Personal Information received for any other purpose than provided for by the exception as otherwise permitted by CCPA.

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AN ORDINANCE ESTABLISHING THE POLICE STATION DEBT SERVICE BOND RETIREMENT FUND AND DECLARING AN EMERGENCY.

WHEREAS, the electors of the City of North Ridgeville on November 2, 2021, approved the issuing of bonds for the purpose of constructing, furnishing, equipping, and otherwise improving a new police station and adjacent storage facility which is to be paid from levied property tax proceeds over the period of twenty years; and

WHEREAS, in accordance with Section 5705.09 (C) of the Ohio Revised Code, requires the City to establish a bond retirement fund for the retirement of serial bond, notes, or certificates of indebtedness; and

WHEREAS, a bond retirement fund is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources when the government is obligated in some manner for payment.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. There is hereby established the “Police Station Debt Service Bond Retirement Fund” to account for property tax proceeds and the retirement of serial bonds, notes, or certificates of indebtedness.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to have the fund established in place before the sale of the bonds. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.
Ordinance No. 5911-2022

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST:

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR
AN ORDINANCE ESTABLISHING THE POLICE STATION CONSTRUCTION FUND.

WHEREAS, the City of North Ridgeville is in preparation of issuing debt for the purpose of constructing, furnishing, equipping, and otherwise improving a new police station and adjacent storage facility; and

WHEREAS, in accordance with Section 5705.09 (F) of the Ohio Revised Code, the City shall establish a separate fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. There is hereby established the “Police Station Construction Fund” to account for the bond proceeds and related expenditures for the construction of the new police station and adjacent storage facility.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to have the fund established in place before the sale of the bonds. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL
Ordinance No. 5912-2022

ATTEST:

Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR
A RESOLUTION TO AUTHORIZE THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City’s Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for $3,000.00 or more, the City’s Council, as the City’s taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City’s Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the City’s Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown in Exhibit A attached; and

WHEREAS, City Council deems it to be in the best interest of the health, safety, and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certificates, and to authorize the payment of amounts due under the contracts or orders requiring the expenditure of $3,000.00 or more.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of the Then and Now Certificates by the Fiscal Officer and authorized payment due and owing as shown in Exhibit A attached and incorporated herein.
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor’s office with the financial necessary resources to pay purchase orders. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 22, 2022

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST: Nancy Linden
CLERK OF COUNCIL

APPROVED: Feb 25, 2022

Kevin Corcoran
MAYOR
EXHIBIT A

City of North Ridgeville  
Then and Now Certification Summary

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<th>Certification Date</th>
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<th>Amount</th>
<th>Purpose</th>
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<td>2/7/2022</td>
<td>1/27/2022</td>
<td>27,337.19 Grant administration fee - City Radio Project</td>
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<td>Mission Communications</td>
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<td>9/23/2021</td>
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<td>1/3/2022</td>
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<td>12/17/2021</td>
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<td>Invoice Cloud</td>
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<td>12/31/2021</td>
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