

**FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF,
MASTER SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, MASTER SERVICES AGREEMENT (this "Amendment and Assignment") is entered into as of the 15th day of October, 2018, (the "Effective Date") by and between The City of Cocoa, a Florida municipal corporation ("City"), First Billing Services, LLC, an Ohio limited liability company ("FBS"), and First Mobile Trust, LLC, an Ohio limited liability company ("FMT"),

WHEREAS, FBS and City entered into a Master Services Agreement dated October 30, 2017, (the "Agreement");

WHEREAS, FMT is a wholly owned subsidiary of FBS;

WHEREAS, FBS wishes to assign the Agreement to FMT, and FMT wishes to accept the assignment of the Agreement and all obligations therein (the "Assignment"); and

WHEREAS, FBS and City desire to amend the Agreement as set forth in this Amendment and Assignment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending legally to be bound, do hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Assignment of Agreement to FMT. FBS hereby assigns and transfers to FMT all of FBS' right, title, claim, and interest in Agreement (the "Assignment"), and City hereby accepts and agrees to the Assignment.

3. Assumption. FMT hereby acknowledges and agrees to all of the terms of the Agreement, accepts the Assignment, and assumes any and all obligations of FBS under the Agreement, in accordance with the terms thereof.

4. Authority. FBS, FMT, and City represent and warrant that they each have the authority to enter into and to perform the terms of this Amendment and Assignment.

5. Binding Effect. This Amendment and Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects, and remains in full force and effect.

7. Counterparts. This Amendment and Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement; provided, that delivery of a signature of this Amendment and Assignment by facsimile transmission or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

IN WITNESS WHEREOF, FBS, FMT, and City have executed this Amendment and Assignment as of the Effective Date.

FIRST BILLING SERVICES, LLC,
an Ohio ~~limited~~ liability company

By: 

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018

THE CITY OF COCOA,
a Florida municipal corporation

By: 

Name: John Titkanich

Its: City Manager

Date: 10/15/18

FIRST MOBILE TRUST, LLC,
an Ohio ~~limited~~ liability company

By: 

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services, LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

- 1.1 **"Agreement"** or **"Contract"** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.
- 1.2 **"Average Bill Amount"** shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "
- 1.3 **"Card"** shall mean a credit card or debit card.
- 1.4 **"Effective Date"** shall be the last date upon which all parties have signed this Agreement.
- 1.5 **"First Billing Authorized Processor"** shall mean a First Billing authorized merchant account provider and payment processing gateway.
- 1.6 **"IVR"** means interactive voice response

- 1.7 "Launch Date" shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.
- 1.8 "Payment" shall mean a payment by a User for Client services or Client bills.
- 1.9 "Payment Amount" shall mean the amount of any Payment.
- 1.10 "Reversed or Charged-back Transactions" shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.
- 1.11 "Services" shall consist of the Services detailed in Section 2.1 of this Agreement.
- 1.12 "User" shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile, (the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and First

Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will charge a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a different Customer Information System during the term of this agreement, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of \$10,000 will be covered by First Billing Services.

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

First Billing will arrange for the Client to have a merchant account with the First Billing Authorized Processor for processing and settlement of Card transactions (a "Merchant Account Set-up").

4.4 Card Authorization

For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

First Billing, together with its authorized Card processor, shall forward the Payment Amounts to the appropriate Card organizations for settlement directly to the Client's depository bank account(s) previously designated by the Client (hereinafter the "Client Bank Account").

First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

Client and First Billing agree to reasonably cooperate with each other if First Billing desires to change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

First Billing shall provide Client with reports summarizing use of the Services by Users for each reporting period.

5.2 User Adoption Communication by Client

Client will make First Billing's Services available to its Users by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on the Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by First Billing and reasonably acceptable to the Client. Client will provide all data required by First Billing to process Statements for print and mail.

First Billing shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or First Billing.

Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

Both parties agree that First Billing will be the exclusive provider of payment services and the only provider listed on the Client website, IVR, and communications.

5.3 Independent Contractor

Client and First Billing agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

- (i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.
- (ii) Adding the phone number for the IVR payment method to its Website.
- (iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.
- (iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and Venue

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:

Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement. In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers,

agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of \$100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the City shall not be liable to First Billing for damages in the amount in excess of \$100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this

Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First Billing agrees to maintain during the term of this Agreement:

COVERAGE

MINIMUM LIMITS

General Liability	\$500,000 per person/incident
	\$1,000,000 incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By:

John Titkanich, City Manager

Date: 10/24/17

First Billing Services, LLC

By:

Patrick Dorsey, Chief Executive Officer

Date:

10/30/2017

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

<input checked="" type="checkbox"/>	Convenience Fee Program
Average Bill Amount - \$91.00 Number of Billable Client Accounts : 85,000	
Package Includes:	
<ul style="list-style-type: none">All payment channels and types outlined below, E-billing and E-presentment	
Payments Channels	
<ul style="list-style-type: none">Web Portal (User and Agent)IVRText and Pay & MobileAgent-assistedIn-office	
Bill Design – Redesign bill with new graphic using existing SunGard print export – \$1,875.00	
Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)	
<ul style="list-style-type: none">Credit/Debit Card (Residential accounts): \$2.99 per transaction (maximum: \$300.00/transaction)E-Check \$2.99 per transactionCredit/Debit Card (Residential accounts): \$3.25 per transaction (max: \$300.00/transaction) (Agent-Assisted Channel only)Credit/Debit card (Commercial accounts): \$2.99 per transaction (<i>up to \$300.00</i>)Credit/Debit card (Commercial accounts): 2.65% + \$0.10 per transaction (<i>over \$300.00</i>)	
In-office Terminals	
<ul style="list-style-type: none">E3 Pin pad terminals (6):	No charge for first 6 pads – \$299.00 per pad
Optional Services	
<ul style="list-style-type: none">Lockbox :eLockbox:Statement printing:	<ul style="list-style-type: none">\$0.25 per transaction\$0.10 per transaction\$0.10 per page, \$.075 per additional page, \$.001 per insert<ul style="list-style-type: none">Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paperMulti-Color front, 1 color back#10 Double window envelope, #9 Single window return envelopeMailing (postage paid by customer)
Software Services Included:	
<ul style="list-style-type: none">FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay	
Professional Services (optional):	
<ul style="list-style-type: none">145.00 per hour for software development, 175.00 per hour for project management	

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - \$91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

Bill Design – Redesign bill with new graphic using existing SunGard print export – \$1,875.00

Payments Channels

- | | |
|--------------------------|---|
| • Web Portal : | Credit/Debit/E-check fee + \$0.15 per transaction |
| • IVR: | Credit/Debit/E-check fee + \$0.15 per transaction |
| • Text and Pay / Mobile: | Credit/Debit/E-check fee + \$0.15 per transaction |
| • Agent-assisted: | Credit/Debit/E-check fee + \$0.25 per transaction |
| • In-Office: | Credit/Debit/E-check fee + \$0.15 per transaction |

In-office Terminals

- E3 Pin pad terminals(6): No charge for first 6 pads – \$299.00 per pad

Services

- | | |
|----------------------------------|---------------------------|
| • Monthly hosting: | \$500.00 per month |
| • PCI Compliance / First Secure: | \$250.00 per month |
| • E-payment processing fee: | \$0.10 per item |
| • ACH returns: | \$1.00 per item |
| • Online document archival: | \$0.12 per item |
| • E-presentment: | \$0.12 per item |
| • E-billing: | \$0.15 per item |

Optional Services

- | | |
|--|---|
| • Lockbox : | \$0.25 per item |
| • eLockbox: | \$0.10 per item |
| • Statement printing: | \$0.10 per page, \$.075 per additional page, \$.001 per insert |
| ○ Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper. | |
| ○ Multi-Color front, 1 color back | |
| ○ #10 Double window envelope, #9 Single window return envelope | |
| ○ Mailing (postage paid by customer) | |

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management