

RESOLUTION NO. 2022-489

RESOLUTION EXERCISING OPTION TO RENEW  
CONTRACT C21-0085 FOR MODERNIZED PAYMENT  
SOLUTIONS.

WHEREAS, on June 22, 2021, City Council adopted Resolution No. 2021-287 awarding a contract to Invoice Cloud, Inc., Braintree, MA to provide Modernized Payment Solutions for Vineland Municipal Utilities, for a period of one year commencing September 1, 2021 ending August 31, 2022, with the option to renew for three (3) one-year periods; and

WHEREAS, the Vineland Municipal Utilities and Invoice Cloud, Inc., have agreed to exercise the option to renew Contract C21-0085 for three (3) years through December 15, 2025, with an amended \$3.25 convenience fee for Customer Credit Cards, with the same terms and conditions; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the Purchasing Agent is hereby authorized to issue an extension to Contract No. C21-0085, issued to Invoice Cloud, Inc., Braintree, MA to provide Modernized Payment Solutions, with an amended \$3.25 convenience fee for Customer Credit Cards for three (3) years through December 15, 2025, with the same terms and conditions.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

# FROM THE DESK OF JEANINE BROWNLEE



October 31, 2022

MEMORANDUM TO BUSINESS ADMINISTRATION:

RE: Resolution Request to exercise a (3) year option renewal to Contract for Modernized Payment Solutions

Request to exercise renewal to Contract C21-0085 awarded to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Ste. 301, Braintree, MA 02184 for (3) years good through December 15, 2025. Renewal term shall be amended to \$3.25 convenience fee for Customer Credit Cards with same terms and conditions per Resolution No. 2021-287.

If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jeanine N. Brownlee".

Jeanine N. Brownlee, QPA  
Purchasing Agent

SALES INFORMATION			
IC Sales Rep		Alias Sales Partner	
		Request Date	10/28/2022
		Effective Date	

BILLER INFORMATION			
BID#	2775	Invoice Type Name	Utility
Billor Name	City of Vineland	Pricing Model (Submitter or Non-Submitter)	
City, State	Vineland, NJ	If Non-Submitter: Interchange Paid By	
Contact Name	Susan Baldosaro		
Contact Title			
Telephone #			

BILLER PRICING CHANGE REQUEST							
CURRENT PRICING				NEW PRICING			
Description	Interval	Cost Type	Cost	Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	100.00	Billor Portal Access Fee	Monthly	Fixed (\$)	0.00
ACH Reject Fee Submitter (Chase)	Per Item	Fixed (\$)	15.00	ACH Reject Fee Submitter (Chase)	Per Item	Fixed (\$)	0.00
Chargeback Fee Submitter (Chase)	Per Item	Fixed (\$)	15.00	Chargeback Fee Submitter (Chase)	Per Item	Fixed (\$)	0.00
OBD Access Fee	Monthly	Fixed (\$)	50.00	OBD Access Fee	Monthly	Fixed (\$)	0.00
OBD Transactional Fee	Per Item	Fixed (\$)	.25	OBD Transactional Fee	Per Item	Fixed (\$)	0.00
EFT Autopay	Per Item	Fixed (\$)	.19	EFT Autopay	Per Item	Fixed (\$)	0.00

NOTES/SPECIAL HANDLING

SERVICE FEE CHANGE REQUEST									
CURRENT SERVICE FEE STRUCTURE					NEW SERVICE FEE STRUCTURE				
Payment Source	Pymt Method	Min Fee (\$)	Cost Type	Fee Amt	Payment Source	Pymt Method	Min Fee (\$)	Cost Type	Fee Amt
All Payment Sources	Credit/Debit		Fixed (\$)	2.95	All Payment Sources	Credit/Debit		Fixed (\$)	3.25
All Payment Sources	ACH/EFT				All Payment Sources	ACH/EFT			
Autopay	ACH/EFT				Autopay	ACH/EFT			
IVR Surcharge	All Methods				IVR Surcharge	All Methods			
PAYMENT SOURCE EXCEPTIONS					PAYMENT SOURCE EXCEPTIONS				

MAX PAYMENT CAP			
CC Max (\$)		ACH Max (\$)	

NOTES/SPECIAL HANDLING

**X** Accepted by Biller:

Corporate Officer

Susan Baldosaro

Printed Name

CFO

Title

**X** Accepted by Invoice Cloud, Inc.

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

## **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT (“Amendment”)**, effective as of \_\_\_\_\_, 2022 (**“Amendment Date”**), is made and entered into by and between **THE CITY OF VINELAND**, in the County of Cumberland, New Jersey, a municipal corporation (**“Biller”**), and **INVOICE CLOUD, INC.**, a Delaware corporation having a principal place of business at 30 Braintree Hill Office Park, Suite 303, Braintree, Massachusetts 02184 (**“Invoice Cloud”**). Biller and Invoice Cloud may be referred to herein separately as a **“Party”** and collectively as **“Parties.”** Capitalized terms used herein shall have the meanings ascribed to them in the Professional Services Contract unless expressly defined herein.

### **RECITALS**

**WHEREAS**, the Parties executed that certain Professional Services Contract effective June 28, 2021;

**WHEREAS**, the Professional Services Contract incorporates by reference that certain Biller Agreement entered into by the Parties effective June 28, 2021;

**WHEREAS**, the Parties now desire to extend the term of the Professional Services Contract upon the terms and conditions set forth herein; and

**WHEREAS**, to that end, the Parties desire to amend the Professional Services Contract and the Biller Agreement incorporated therein as set forth below.

**NOW THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **1. AMENDMENT OF PROFESSIONAL SERVICES CONTRACT.**

This Amendment hereby amends and revises the Professional Services Contract to incorporate the terms and conditions set forth in this Amendment. The relationship of the Parties shall continue to be governed by the terms of the Professional Services Contract, as amended.

#### **2. MODIFICATIONS TO PROFESSIONAL SERVICES CONTRACT.** The Professional Services Contract is modified as follows:

**2.1 Section 3 on page 1 of the Professional Services Contract is hereby AMENDED to DELETE and REMOVE the following language in quotations:**

**“for a contract period of September 1, 2021 to August 31, 2022 with option to renew for (3) one (1) year periods.”**

**2.2 Section 6 (“Term and Termination”) on page 2 of the Biller Agreement, such Biller Agreement being attached to the Professional Services Contract and**

incorporated by reference therein, is hereby DELETED and REPLACED with the following updated Section 6:

**“6. Term and Termination.** The term of the Professional Services Contract, including this Biller Agreement attached thereto and incorporated therein by reference (collectively, the “Contract”) shall continue until December 15, 2022 (“**Instant Term**”), and will thereafter automatically renew for an additional three (3) year term (“**First Renewal Term**”). Upon the expiration of the First Renewal Term, this Contract will automatically renew for each of additional successive one (1) year terms (each, an “**Additional Renewal Term**”) unless earlier terminated as set forth herein. This Contract may be terminated by either party effective at the end of the First Renewal Term or any Additional 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 First Renewal Term or Additional Renewal Term then in effect. Additionally, this Contract may be terminated by either party with cause in the event of a material breach of the terms of this Contract 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 Contract by Invoice Cloud as a result of Biller’s 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 Contract, Biller’s password and access will be disabled and Biller will be obligated to pay the balance due on Biller’s account. 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.”

3. **GENERAL TERMS.**

In the event of a conflict between the terms set forth in this Amendment and the terms of the Professional Services Contract, the terms set forth in this Amendment shall control and prevail. Except as set forth in this Amendment, all other terms and conditions of the Professional Services Contract shall remain unmodified. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have, by and through their duly authorized representatives, executed this Amendment No. 1 to the Professional Services Contract as of the Amendment Date first set forth above.

**INVOICE CLOUD, INC.**

**THE CITY OF VINELAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF  
**VINELAND**  
WHERE IT'S ALWAYS GROWING SEASON

Susan M. Baldosaro  
Chief Financial Officer  
sbaldosaro@vinelandcity.org  
www.vinelandcity.org

640 E. Wood Street  
PO Box 1508  
Vineland, NJ 08362-1508  
Phone: (856) 794-4000  
Ext. 4271  
Fax: (856) 405-4605

October 27, 2022

Christina Jones  
Customer Success Manager  
Invoice Cloud, Inc.  
30 Braintree Hill Office  
Park Suite 303  
Braintree, MA 02814

Good Afternoon Christina,

The City of Vineland would like to rescind the notification to cancel the contract with Invoice Cloud, Inc. The City would like to move forward with amending the contract to the pricing terms below and establish a three-year relationship until December 15, 2025.

ACH Reject Fee	\$0.00
CC Chargeback	\$0.00
EFT Auto Pay	\$0.00
Online Bank Direct	\$0.00
Monthly Fee	\$0.00
Customer Credit Card Convenience Fee	\$3.25

Please provide confirmation that Invoice Cloud, Inc. accepts the rescission to cancel and is in agreement with the amendment of the contract.

Very truly yours,

*Susan M. Baldosaro*

Susan M. Baldosaro

Cc: Robert E. Dickenson, Business Administrator  
Richard R. Tonetta, City Solicitor  
Jeanine Brownlee, Purchasing Agent  
Tony Quigley, Municipal Director of Information Systems  
Yolanda Hill, Chief Accountant



Special arrangements for persons with disabilities may be made if requested in advance by contacting the Business Administrator's office at 856-794-4144.