

AN ORDINANCE NO. 25-168

Authorizing the City Manager to enter into Amendment No. 1 to the Contract with Invoice Cloud for electronic utility bill payment and presentment services, to extend the period of performance to September 6, 2025, for an amount not to exceed \$25,000.00; and confirming and approving related expenditures incurred from March 6, 2025.

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WHEREAS, pursuant to Ordinance No. 22-141, the City entered into a Contract with Invoice Cloud for electronic utility bill payment and presentment services; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into Amendment No. 1 to the Contract with Invoice Cloud, a copy of which is attached hereto and is hereby approved, for electronic utility bill payment and presentment services to extend the period of performance to September 6, 2025, for an amount not to exceed \$25,000.00.

Section 2. That related expenditures incurred from March 6, 2025 are hereby confirmed and approved.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 3rd day of June, A.D., 2025.

Acting


PRESIDENT OF THE CITY COMMISSION


CLERK OF THE CITY COMMISSION

AMENDMENT NO. 1 TO THE BILLER AGREEMENT

THIS AMENDMENT NO. 1 TO THE BILLER AGREEMENT ("Amendment"), effective as of April 15, 2025 (**"Amendment No. 1 Effective Date"**), is made and entered into by and between **City of Springfield, OH ("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 Biller Order Form and Biller Agreement (as defined below) unless expressly defined herein.

RECITALS

WHEREAS, the Parties entered into that certain Biller Order Form dated April 29, 2022;

WHEREAS, the Biller Order Form incorporates by reference that certain Biller Agreement entered into by the Parties on April 29, 2022 (the Biller Order Form and Biller Agreement collectively comprising the **"Invoice Cloud Service Agreement"**);

WHEREAS, Biller now desires to extend the term of the Invoice Cloud Service Agreement upon the terms and conditions set forth herein; and

WHEREAS, to that end, the Parties desire to amend the Biller Agreement 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 BILLER AGREEMENT.**

This Amendment hereby amends and revises the Biller Agreement 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 Invoice Cloud Service Agreement, as amended.

2. **MODIFICATIONS TO BILLER AGREEMENT.** The Biller Agreement is modified as follows:

2.1 **Section 6 of the Biller Agreement ("Term and Termination")** is hereby DELETED in its entirety and REPLACED with the following provision:

"This Agreement shall commence as of the execution date of the Biller Order Form and continue until March 6, 2025 (**"Instant Term"**), and will automatically renew for each of additional successive six (6) month terms (**"Renewal Term"**) unless terminated as set forth herein. **"Term"** as used herein shall mean the Instant Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Instant Term or any Renewal Term by such party

providing written notice to the other party of its intent not to renew no less than thirty (30) 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. 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 Invoice Cloud Service Agreement, 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 Invoice Cloud Service Agreement 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.

IN WITNESS WHEREOF, the Parties hereto have, by and through their duly authorized representatives, executed this Amendment No. 1 to the Biller Agreement effective as of the Amendment No. 1 Effective Date first set forth above.

INVOICE CLOUD, INC.

CITY OF SPRINGFIELD, OH

By: _____

By: _____

Name: _____

Name: _____


Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS
Jill N. Allen, Law Director

By: 
Jason T. Irick, Asst. Law Director