

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 15-9-16D

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN HIGHLINE WATER DISTRICT AND POINT & PAY, LLC, FOR ELECTRONIC BILLING AND PAYMENT SERVICES

WHEREAS, the District currently uses Ecare software for online payment services, and

WHEREAS, District staff researched firms that provided more options for customers and recommend Point & Pay, LLC, to replace Ecare; and

WHEREAS, Point & Pay, LLC, offers the following payment options:

- Prescheduled credit card and echeck payments
- Self-service autopay by credit card and echeck
- Ebills
- Email reminders of pending due dates

WHEREAS, the District's portion of the software integration charges to Harris will be \$7,890.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes the General Manager or designee to enter into an agreement with Point & Pay, LLC for electronic billing and payment services (Attachment 1, incorporated herein by this reference).

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at a regular open public meeting held this **16th** day of **September 2015**.

BOARD OF COMMISSIONERS




George Landon, President



Todd Fultz, Commissioner



Kathleen Quong-Vermeire, Commissioner



Vince Koester, Secretary



Daniel Johnson, Commissioner

POINT & PAY, LLC
ELECTRONIC BILLING AND PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")

A subsidiary of NAB, doing business in Delaware, and qualified and authorized to do business in the State of Washington,

Highline Water District, WA]("Client"), a Washington municipal corporation (individually a "Party" and collectively the "Parties")

Terms**SECTION 1: SERVICES****1.1 Access to Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP. PNP represents that it has intellectual property rights required for Client's and PNP's use of the Trademarks, and shall indemnify and hold the Client harmless against any third party claims that the Trademarks infringe the intellectual property rights of a third party.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or

protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Any Confidential Information provided by Client to PNP pursuant to this Agreement will remain the exclusive property of Client. PNP will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of Client, to be bound by the terms of confidentiality in this Agreement. PNP will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by Client pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client or PNP in breach of this Agreement; (b) was within PNP's or Client's possession prior to its disclosure by or on behalf of PNP or Client, provided that the discloser of such information was not known by PNP or Client to be bound by a confidentiality agreement with, or other

contractual, legal or fiduciary obligation of confidentiality to, Client or PNP with respect to such information; (c) becomes available to PNP or Client on a non-confidential basis from a source other than PNP or Client, provided that such source is not known by PNP or Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Client or PNP with respect to such information; or (d) is developed independently by PNP or Client, as demonstrated by the written records of PNP or Client, without use of such information. The confidentiality obligations of PNP and Client pursuant to this Agreement will not apply to any Confidential Information of Client and PNP that Client and PNP is legally compelled to disclose. In the event PNP or Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, PNP and Client will provide the other Party with prompt written notice so that Client or PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the Parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE

SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the Parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

PNP acknowledges that it has received and reviewed a copy of Client's written identity theft prevention program (ITPP) pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2. In performing activities in connection with a "Covered Account" (as defined in Client's ITPP), PNP and its staff, personnel, agents and

subcontractors shall maintain and observe policies and procedures to detect relevant Red Flags that may arise in the performance of PNP's activities on behalf of Client and shall take appropriate steps to prevent or mitigate identity theft related to identifying information of Client's customers. PNP agrees to report promptly and comprehensively to Client in writing in the event PNP detects an incident of actual or attempted identity theft of Client's customer's identifying information, or is unable to resolve one or more Red Flags detected in connection with a Covered Account of a Client customer. Further, PNP agrees to indemnify, defend and hold harmless Client and its appointed and elected officers, employees and agents (collectively "Client Representatives") from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments, attorneys' fees and damages of every nature and description brought or recovered against the Client or Client Representatives (collectively "Damages") by reason of the act or omission of PNP, or PNP's subcontractors, in the performance of the Agreement which results in the theft of Client customer identifying information and Damages as defined herein.

SECTION 7 EXCLUSIVITY

Client agrees that, while this Agreement is in effect, PNP will be the exclusive provider of fee-based electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either Party provides written notice of such termination to the other Party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either Party may terminate this Agreement upon sixty (60) days written notice to the other Party in the event of a material, uncured breach of any provision of this Agreement by the other Party. Such notice by the complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching Party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching Party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the Parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to its conflicts of law principles. Any litigation relating to the performance of this Agreement, or any disputes relating thereto, shall only be filed in King County Superior Court, King County, Washington.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the Parties. Except as otherwise specifically provided in this Agreement, neither Party will have, or represent that it has the right, power or authority to bind, contract or commit the other Party or to create any obligation on behalf of the other Party. Each of the Parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Neither Party may assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of the other Party. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the Parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to such subject matter.

The Parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

Highline Water District, WA (Client)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Management Module/Workbench:** PNP will provide access to its Management Module/Workbench for the facilitation and management of the full set of payment and billing functions contracted herein. The module includes permission based account controls, service configurations, reports, self-service functions, and tools for administration of the day-to-day operation of the account.
- **In-Person Payments Module:** The In-Person Module allows customers to make payments to Client in a face-to-face environment or with a CSR over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the In-Person Module.
- **EBPP Web Module:** The EBPP Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. This service includes bill presentment, account registration, eBilling, recurring payments, and other supporting services. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge.
- **IVR Module:** The IVR Module allows customers to make payments to Client over the phone using a Payment Device. The service includes the customization of configurable elements of the payment script, bill amount presentation, and capture of the relevant account information.

Customer Payment Devices

Each of the Modules provides Customers with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to six (6) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application, Banking Application, Product Worksheet



New Product Worksheet

Client Name
Highline Water District, WA

Client Code (if available):

Name of Product/Payment Type: Utility Bill

Total Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

- | | | |
|--|--|---|
| <input type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input checked="" type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input checked="" type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|--|--|--|
| <input type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input type="checkbox"/> Post Back |
| <input checked="" type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment): _____ **Account Number** _____

Software Vendor / Contact Info: NorthStar Software (Harris)

Transaction Fees:

<input checked="" type="checkbox"/> Fees Absorbed by Client		<input type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input checked="" type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$.40	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
25 bp + \$.05 per trx			\$.40 per EBPP.		
<input type="checkbox"/> Credit Card - Percentage Fee	% _____	<input type="checkbox"/> Echeck – Returned Item Fee	\$ _____		
<input type="checkbox"/> Credit Card - Minimum Fee	\$ _____	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$ 0				

Setup Fees:

- Setup Fee: 0 Integration Fee: 0 IVR Fee: 0 Other Fee: _____

Notes:
PNP will pay NorthStar API \$15,000 License Fee and \$3,300 annual maintenance fee.
Highline to pay \$6800 Professional Services and \$1090 5% technology, admin fee.

Client Initial: _____

Any fee increases will be based solely on increases in interchange fee.

Addendum 1
Addition to Exhibit A – Service Description

The following is an Addendum to the section of Point & Pay's standard agreement called "Exhibit A – Service Description." This Addendum shall be considered additive to the Exhibit A mutually agreed upon at the time of Agreement signing. The purpose of the addendum is to formalize the timing of the settlement functions associated with Point & Pay services. No other terms of the Agreement, or any of its Exhibits, Addenda, or associated worksheets and forms shall be considered changed in any way.

Settlement of Funds

Point & Pay shall consolidate all deposits from Visa, MasterCard, Discover, and check transactions and make them available in a single deposit for ease of reconciliation. Point & Pay shall settle consolidated funds according to the following schedule:

Point & Pay Settlement Schedule		
Transaction Date	PNP Initiates Settlement	Funds Availability
Monday	Wednesday	Thursday
Tuesday	Thursday	Friday
Wednesday	Friday	Monday
Thursday	Monday	Tuesday
Friday	Tuesday	Wednesday
Saturday	Tuesday	Wednesday
Sunday	Tuesday	Wednesday

Notes

1. Exact funds availability is determined by Clients' bank. Some banks make funds immediately available at 12:00am, some are later in the morning or afternoon.
2. Point & Pay observes the following nationally recognized Federal/Banking Holiday list. Settlement initiation on banking holidays shall be delayed one business day.

Federal Holiday Calendar	
Holiday	Official Date
New Year's Day	January 1
Inauguration Day	January 20*
Martin Luther King's Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Agenda Item No.: 5.4
Agenda Date: 9/16/2015
Reviewed By: M.E.

Subject: Resolution authorizing agreement between HWD and Point & Pay, LLC, for Electronic Billing and Payment Services

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
		Amount:	\$ <u>7,890.00</u> One-time fee to Harris

ATTACHMENTS:

1. Resolution 15-9-16D
2. Attachment 1 - Point & Pay, LLC Electronic Billing and Payment Services Agreement

COMMENTS:

District staff researched firms that provided more options for customers and recommend Point & Pay, LLC, to replace Ecare.

The District's portion of the software integration charges to Harris will be \$7,890.00.

The District will continue to be billed for payment processing fees.