



SpryWallet Information For City of North Miami Beach



Proposal for the City of North Miami Beach to add SpryWallet to the existing CIS Project

Date: May 4, 2026
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Statement of Confidentiality

The contents of this proposal, including screenshots, are confidential and are supplied on the understanding that they will be held confidential and not disclosed to third parties without the prior written consent of SpryPoint.

To Whom It May Concern,

Please find attached the SpryWallet Amendment package for the City of North Miami Beach, ready for your review and execution.

The package consists of:

- First Amendment to the Master Subscription Agreement (redline showing all changes)
- SpryWallet Order Form (Exhibit A), incorporated by reference into the Amendment

This is structured as an amendment to your existing Master Subscription Agreement rather than a standalone contract, consistent with the lead agency clause governing additional features added by mutual agreement. Execution of the Amendment covers the Order Form as well — no separate signature on Exhibit A is required.

The redline includes comments throughout explaining each change and how it responds to the City's requests from the March 10 Q&A session and our April 21 follow up discussion. Key items addressed include:

- A five-year service term with automatic two-year renewal, as requested
- A structured fee adjustment framework with a hard 5% cap on discretionary increases, 120-day advance notice, and written justification tied to actual cost changes — directly responsive to the City's experience with its prior vendor
- Full transparency on pass-through costs, with interchange and network fees identified and passed at actual cost, and Payment Processor cost changes subject to the full notice and documentation requirements
- Replacement of the prior blanket liability exclusion with a structured indemnification, warranty, and liability framework, as presented in the March 10 Q&A
- A formally designated escalation path with SpryPoint as the City's sole point of contact for all SpryWallet-related matters, including payment processing incidents, overbilling events, settlement disputes, and security incidents
- Contractual commitment to the reconciliation capabilities the City identified as central to its selection of SpryWallet
- The absorbed-cost model documented, with the anticipated service-fee transition acknowledged subject to commission approval

One item to note on IVR: the fee schedule reflects a \$0.20 per completed IVR transaction fee, which is waived for the first twelve months following go-live. We wanted to call this out transparently so there are no surprises at the one-year mark. Please let us know if you have any questions on this, and we are happy to discuss.

This is a per-transaction agreement with no lump sum cost, platform fee, or minimum monthly commitment.

Please don't hesitate to reach out with any questions. We look forward to getting this finalized.

Best regards,
Sara Fernandes
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