

Exhibit A



CITY OF WINTER GARDEN
CLIENT SERVICE AGREEMENT
MAIL AND FULFILLMENT SERVICES
April 2, 2018

This Contract is made and entered into on the date that the last signatory party affixes its signature hereto. This contract is made and entered into by and between CATHEDRAL CORPORATION ("Cathedral") and City of Winter Garden ("Client"), located in Winter Garden, Florida. Together, Cathedral and Client are the "Parties".

This Agreement will remain in effect for an Initial Term of three (3) years and shall be automatically renewed for one (1) year successive terms ("Renewal Terms"), unless written notice of termination is given by either party to the other party, not less than ninety (90) days prior to the end of the Initial term or any Renewal Term.

This Agreement is for the projects as described herein and any changes to these specifications will be reflected in an addendum as necessary. This agreement is void if not signed by CLIENT within thirty (30) days.

Project: City Utility Bills and Late Notices

- Cathedral will provide the programming and data processing services, printing, mailing and materials
- 8.5 X 11 notices
- NYCU Insert, supplied by Client (*to be inserted into only the regular bills*)
- #9 courtesy reply envelope
- #10 single window outgoing envelope
- Fold and insert notices into envelopes
- Sort and deliver mail to the Orlando BMEU Postal Facility.

Volume:

- Approximately 15,000 regular bills per month.
- Approximately 4,200 late notices per month

Materials:

- Utility Bills: 8.5 x 11 60# white offset paper with one horizontal perforation, supplied by Cathedral.
- #10, 24# white wove single window envelope, printed 1/0 in black ink, supplied by Cathedral
- #9 Return Closed Face CRE, printed 1/0 in black ink, supplied by Cathedral
- Insert(s)
 - Supplied by Client: 1 additional insert- "News You Can Use" for insertion with the regular utility bills. This insert will be printed 11x17 and delivered folded to Cathedral.

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Project: City Newsletter

- Cathedral will provide the programming and data processing services, inkjet printing and mailing
- 8x8 preprinted newsletter booklet, supplied by Client
- Inkjet name and address
- Sort and deliver mail to the Orlando BMEU Postal Facility.

Volume:

- Approximately 15,000 newsletters, 3 times per year = 45,000 annually

Materials:

- Newsletter: 8x8 preprinted booklet, supplied by Client

Project: City Water Quality Report

- Cathedral will provide the programming and data processing services, printing, mailing and materials
- 11x17 water quality report
- #10 single window outgoing envelope
- Fold and insert water quality reports into #10
- Sort and deliver mail to the Orlando BMEU Postal Facility.

Volume:

- Approximately 15,000 once a year

Materials:

- Water Quality Report: 11x17, 60# white offset paper, supplied by Cathedral.
- #10, 24# white wove single window envelope, printed 1/0 in black ink, supplied by Cathedral



Data: All Projects

- Data to be supplied in an ASCII fixed-field, Comma Delimited (CSV), XML file or print image. If data record format is supplied all data elements will be provided in separate fields.
- If data records are provided a record layout will be supplied for all data files.
- Data will be provided via electronic transmission (FTP).
- Exact record counts will be provided with all files for quality control and balancing purposes.
- CLIENT will provide test data to Cathedral to ensure the accuracy and readability of the format. This test data will provide a sampling of selected properties that demonstrate specific situations that the CLIENT wants to verify for accuracy and integrity.
- Cathedral will set up the bills' program to include scan lines for multiple page matching (intelligent inserting), intelligent mail barcode and key line for quality control processes.

Setup Services: All Projects

- Any CLIENT supplied graphics or logos will be supplied as PDF, TIF, JPG or BMP files.
- Letters, text fillers or insert text will be provided in Word to Cathedral
- CLIENT will designate a representative to be available to sign off on test and live data samples.
- CLIENT is responsible for final approval on all layout and design.
- If necessary, CLIENT is responsible for handling State approval of the layout and design.
- **Cathedral requires sign-off prior to print production.**

Print Services: All Projects

- Cathedral will add a key line on the notices that will be used for quality control purposes.
- City Utility Bills:
 - Regular Bills: all bills will be duplex printed in color and black ink
 - Late Notices: all bills will be simplex printed in black ink
 - City Newsletter: inkjet print address information in black ink
 - City Water Quality Report: duplex printed in black ink



Mail Services: All Projects

- Cathedral will NCOA and CASS Certify the data for the lowest possible postage rates and to increase deliverability.
- Cathedral will combine all notices with the same name and address into one envelope. There must be an exact match of name and address for the notices to be combined. Any other matching criteria (i.e. by account number) will be outlined by CLIENT and documented to Cathedral for programming purposes.
- Cathedral will seal, meter and sort for maximum possible postage discounts and deliver the mail to BMEU Postal Facility in Orlando, Florida.
- Client is responsible for meeting the U.S. Postal Services' Move Update Requirements in effect at the time of the mailing.
- Cathedral will meter and mail any foreign accounts.
- Postage is due one week prior to the inserting.
- Cathedral will accumulate page, mail piece and run totals. At the end of the run, a control report will be produced containing mail piece, page and run totals by input and output.

PRICING BASED UPON ABOVE ASSUMPTIONS:

1. Cathedral will charge the following:
 - a. City Utility Bills with NYCU insert and Late Notices: \$0.1174 per record. Postage is not included.
 - b. City Newsletter: \$0.0459 per record. Postage is not included.
 - c. City Water Quality Report: \$0.1031 per record. Postage is not included.
2. Additional inserts can be produced and inserted as needed by the Client. The cost of inserting is \$10.00/thousand (the equivalent of \$0.01 per insert). If the Client requires Cathedral to produce/print inserts, a separate quote will be provided.
3. Postage is due prior to each mailing and is a pass through item. Client will receive a postage invoice from Cathedral.
4. CLIENT is responsible for all shipping and delivery charges.
5. Initial Programming Development/Setup – No charge.
6. Any additional Client requested form setup or programming changes will be charged at \$150.00 per hour.
7. If necessary, any materials specifically ordered for this project, remaining after the project, will be invoiced back to the CLIENT.

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In addition, the parties agree to be bound by the following Terms and Conditions:

1. WARRANTY:

Cathedral warrants that the services provided herein will result in products that are usable as working records of the CLIENT. CLIENT agrees that such services shall not relieve it from any obligation to maintain records and/or duplicate copies of source documents to mitigate against the possibility of the loss of data resulting from any cause. If any documents furnished by CLIENT are damaged or lost while in Cathedral possession, Cathedral sole obligation shall be to reprocess the documents for mailing if CLIENT can provide a duplicate copy. Cathedral shall not be liable for the loss of any information on or the damage to any source documents or magnetic media. No claim will be allowed under this warranty unless the CLIENT promptly notifies Cathedral of such claim in writing within thirty (30) days of such occurrence. The foregoing warranty is exclusive and in lieu of all other warranties whether expressed or implied.

CATHEDRAL ASSUMES NO LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE RESULTING FROM CATHEDRAL'S PERFORMANCE HEREUNDER. THE AFORESAID REMEDY OF THE CLIENT IS EXCLUSIVE AND THIS PROVISION SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST CATHEDRAL. BY THE CLIENT. CATHEDRAL SHALL NOT BE RESPONSIBLE FOR DELAYS IN PROCESSING OR IN THE DELIVERY OF THE COMPLETED PRINTING.

2. CHARGES FOR SERVICES:

The prices set forth in this Agreement are firm for the first twelve (12) months. Cathedral may vary the prices set forth in this Agreement to reflect increases in its labor and material costs. Increases requested by Cathedral will be limited to the "CPI" changes (as defined below) and must be submitted one hundred and twenty (120) days prior to the beginning of the project.

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"CPI" shall mean the official "Consumer Price Index" of the Bureau of Labor Statistics of the US Department of Labor, All Urban Consumers 1982-1984=100. For purposes of calculating the change in CPI to be used to adjust prices, Cathedral shall use the published CPI for the 3rd month prior to the Price Adjustment Date. If the Department of Labor should discontinue publication of the above referenced Index, then such other Index as may be published by the Department of Labor, or any other nationally recognized publisher of similar statistical information, which most approximates the discontinued Index, shall be substituted by Cathedral for the discontinued Index.

Invoices are payable thirty (30) days from invoice date.

3. TAXES:

If Client is tax exempt, client shall submit tax exempt form and certification documents.

4. CONFIDENTIALITY:

Cathedral agrees to exercise caution and discretion in safeguarding CLIENT's information and data which are confidential and are clearly so designated. Cathedral shall be liable to CLIENT only in the event of a willful and material disclosure of such information or data.

5. NON-SOLICITATION AGREEMENT:

Both parties agree that, during their contractual relationship, and for a period of two (2) years from and after the termination, for whatever reason, of this contract, neither shall engage, hire, employ, or solicit any employee from the other party or otherwise induce or attempt to induce any employee from the other party to leave its employment or alter in any way the other party's relationship with its employees.



6. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement, and their respective successors and assigns. In the event that substantially all of the assets of the CLIENT are sold to another company or the CLIENT is consolidated or merged with another company, CLIENT agrees that this Agreement shall be assigned to and be binding upon such other company. Further, if the data processing operations of CLIENT are transferred to a different location, this Agreement shall remain in effect Cathedral is able to provide the same services at such location as are provided hereunder. The CLIENT shall give Cathedral sixty (60) days written notice of its intent to transfer its operations elsewhere. Cathedral shall then have thirty (30) days to inform CLIENT as to whether it is able to continue providing services at the new location.

7. TIME OF ESSENCE:

Time is of the essence with respect to each and every term and provision of this agreement.

8. GOVERNING LAWS:

The validity, construction, and effect of this Agreement shall be governed by the laws of the state within which the services are to be provided.

9. DEFAULT:

If either party is in default under this Agreement; and such default continues for thirty (30) days after written notice thereof, by the other party, this Agreement may thereupon be terminated by such other party. In case suit is brought by either party due to such default, the prevailing party in the litigation shall be entitled to recover against the other party a reasonable attorney's fee to be fixed by the court. In the event of a default by CLIENT, the parties agree that the minimum monthly charge, if any, stated on the front of this agreement shall not be used as the measure of damages.

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10. EXCLUSIVE AGREEMENT:

CLIENT and Cathedral agree to be bound by the terms of this Agreement and further agree that it is the complete and exclusive statement of the agreement between the parties, which supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this Agreement. No amendment or modification to this Agreement and no waiver of any provision shall be valid unless in writing and signed by both parties hereto. If Client issues a purchase order or memorandum or other instrument covering the services provided herein, such purchase order, memorandum or instrument shall be for CLIENT's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary or add to the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto, each acting with due and proper authority, have executed this Agreement as of the day, month and year written below:

Cathedral Corporation

Marianne W. Gargi
Signature

Marianne W. Gargi
Name (Type or Print)

Chairman & CEO
Title

4/19/18
Date

City of Winter Garden
Client Name

Michael Bollhaefer
Signature

Michael Bollhaefer
Name (Type or Print)

City Manager
Title

4/9/18
Date