



CONTRACT

This Contract represents an agreement between Southwest Direct, Inc., 2129 Andrea Lane Fort Myers, FL 33912 and City of Lauderhill, 5581 W. Oakland Park Blvd. Lauderhill, FL 33313

1. On or about 20:08, Southwest Direct, Inc. will provide electronic data transfer utility bill mailing services to **City of Lauderhill** using Southwest Direct, Inc., an electronic data transfer mailing service developed by Southwest Direct, Inc. and owned by Southwest Direct. Southwest Direct, Inc. will receive billing data from **City of Lauderhill** in order to print invoices, notices, statements or postcards, affix Southwest Direct, Inc. postage and mail to payors by the next business day excluding holidays and weekends. The charge for this service shall start at \$0.128 per piece. Charge for set up and implementation are as follows: FEE WAIVED. NCOALink address correction service is offered at \$0.003 per record and is included in the per piece cost above. Additional 8.5 x 11 letters or inserts will be charged at \$0.095 per piece.
2. The single page rate is based on United States Postal Service rates as of 20:08. When postage rates change the price will go up by the same amount as the new postal rate for the class of mail covered by this contract. **City of Lauderhill** is responsible for any postal increase. Postage is estimated at \$0.408 per piece. Postage is due prior to each months mailing period.
3. Southwest Direct, Inc. agrees not to use any Confidential Information, including but not limited to health benefits-related transaction information and private personal, medical and/or other information of any person which is protected by law, that it receives in access pursuant to the Agreement in any way which would produce or cause **City of Lauderhill** or its affiliates to be held to have produced a violation of the Privacy Act, or of any other applicable federal or state statute or regulation, or principal of common law.
 - a. Southwest Direct, Inc. agrees to hold all confidential information in strict confidence. Southwest Direct, Inc. agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than for uses permitted hereunder. Southwest Direct, Inc. agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees or agents in violation of the provision of the Agreement.
4. Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental action, fire, labor difficulties, or shortages, civil disturbance, transportation problems, interruption of power, supply or communication by natural disasters, provided such parties will take reasonable efforts to minimize the effect of the Acts or events. Both parties will take reasonable steps to communicate to the other party the circumstance and impact of the delay.
5. The initial term of this Agreement shall be for 2 years from the initial start date. The **City of Lauderhill** has the option to renew for another two, 2-year terms. Either party may cancel

this agreement by providing to the other party a written notice of such intent (60) sixty days prior to the termination of Agreement.

6. Notices required hereunder shall be in writing signed by an officer of the notifying party, and delivered personally or sent by registered or certified mail, charge prepaid, or overnight courier service to the address noted on the top of this Agreement (or to other address as the recipient may have previously designated by notice) and shall be deemed given when so delivered or four days after the mailing, whichever comes first.
7. This Agreement and the right and obligations hereunder may not be assigned by Southwest Direct, Inc., in whole or in part, without the prior written consent of **City of Lauderhill**, which consent shall not be unreasonably withheld.
8. No representations have been made to induce either party to enter this Agreement except for the representations explicitly stated in this Agreement. This Agreement supercedes all prior or contemporaneous written or oral agreements or expressions of intent or understanding and is the entire Agreement between the parties with respect to its subject matter.
9. All terms, conditions or provisions which may appear on any purchase or sale, order or invoice issued pursuant to this Agreement, to the extent inconsistent with the terms and conditions of this Agreement, shall be of no force or effect, notwithstanding the fact that such order or invoice may have been executed subsequent to the date of this Agreement, any preprinted terms of any such order or invoice shall have no force or effect.
10. This Agreement cannot be changed except pursuant to a writing signed by an authorized officer of the parties. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized officer of the party charged with such waiver and such waiver shall be strictly limited of the terms of such writing.
11. The laws of the State of Florida govern this Agreement. Venue shall be in Broward County, Florida
12. NO PARTNERSHIP: Nothing contained herein shall create or be construed as creating a partnership between the City and Contractor or to constitute the Contractor an agent of the City.
13. CONFLICT OF INTEREST: Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required in this Agreement.
14. PROHIBITION OF GIFTS: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any city employee, as set forth in Chapter 112, Part III, Florida Statutes.
15. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Lauderhill agrees that the Contractor can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.
16. AGREEMENT TERMS: If any portion of this agreement is held invalid or otherwise unenforceable, in whole or in part, the remaining portion of the agreement shall remain in effect.

Southwest Direct, Inc.

Sign: Nina Nichols

Name: Nina Nichols

Title: Account Executive/Managing Partner

Date: 3/14/18

City of Lauderhill

Sign: [Signature]

Name: Charles Faranda

Title: City Manager

Date: 3/15/18