

**AGREEMENT FOR ELECTRONIC BILL PRESENTMENT
AND PAYMENT SERVICES
BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
INVOICE CLOUD, INC.**

THIS AGREEMENT (“AGREEMENT”) is entered into as of the _____ day of _____ 2021 (“Effective Date”) by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (“City”) and **INVOICE CLOUD, INC.**, a Florida registered, foreign corporation (“Contractor”) whose mailing address is 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184. The City and Contractor may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the City seeks a vendor who can provide electronic bill presentment and payment services for the City; and

WHEREAS, Contractor sent a proposal to the City on April 14, 2021 (“Proposal”) and the Biller Agreement, Statement of Work, and Biller Order Form, hereby incorporated by reference; and

WHEREAS, City desires to contract the services of Contractor pursuant to Contract #20210100 for the purposes detailed herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.
2. The City may be exempt from the payment of certain taxes. City may provide its tax exempt certificate upon request.
3. The effectiveness of this Agreement is contingent upon an annual appropriation by the City Council. In the event that the City does not receive sufficient funds to pay the monthly portal access fee as set forth on the Biller Order Form attached hereto as Exhibit A, Contractor may, upon receiving written documentation from the City verifying the insufficient appropriation, elect to waive the monthly portal access fee until such time as the City is able to budget sufficient funds. In the event that Contractor elects not to waive the monthly portal access fee, either Party may terminate this Agreement with thirty (30) days’ written notice to the other Party. In the event that the Agreement is terminated in accordance with this paragraph, the City 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.

4. Certain terms and conditions of the Proposal which are not in conflict with this Agreement shall be incorporated herein by reference.

SECTION I – SCOPE OF SERVICES AND RESPONSIBILITIES

A. GENERAL RESPONSIBILITIES. Contractor agrees to provide those services to City, generally and typically encompassed by and as a function of Contractor's professional discipline(s) and as more fully specified and particularly described in:

- Biller Order Form (Exhibit "A")
- Biller Agreement (Exhibit "B")
- Statement of Work (Exhibit "C")

Exhibits A, B, and C are incorporated herein and made a part hereof by this reference (hereinafter "Contract Documents"). Contractor shall use, in performing any and all services for City, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent, and experienced professional in Contractor's professional discipline(s) as being sound professional practice under similar conditions and circumstances. If Contractor fails to possess or use such care, skill, and due diligence in providing the services, Contractor shall be responsible to City for any loss or damages resulting there from, except as limited herein.

B. SPECIFIC RESPONSIBILITIES.

1. The specific services to be provided by Contractor shall be pursuant to the terms and conditions hereof and as further defined in the Contract Documents and any amendments thereto. The Contract Documents include the specific services and work to be provided by Contractor, City's responsibilities in addition to those provided herein, and the method and amount of Contractor's compensation.
2. In order to accomplish the work described and authorized by City within the time frames and conditions set forth herein, Contractor agrees to observe the following requirements:
 - (a) Contractor shall maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement so as to achieve acceptable and timely completion of the work.
 - (b) Contractor will perform all services in such a manner as to be in conformance with all applicable federal, state, and local laws, codes, rules, and regulations.
 - (c) Contractor shall prepare all applications and completed forms and other documents as may be specified in the Contract Documents.
 - (d) Contractor shall cooperate fully with City in order that the services may be properly scheduled and coordinated. City's representatives shall have the right to inspect the

work of Contractor at any time during normal business hours upon reasonable advance notice and at the City's expense.

- (e) Contractor must maintain all requisite licenses and acquire any and all permits required for the Contract Documents.
- 3. Compensation to Contractor for services rendered shall be in accordance with this Agreement or the Contract Documents or any amendments thereto. Except as otherwise provided herein or in the Contract Documents issued and delivered hereunder, all of Contractor's services are included within the scope of basic compensation provided for in the Contract Documents or amendment signed by both parties.
- 4. The parties agree that final authority for City on all matters rests solely with City's City Council.

SECTION II – DURATION OF AGREEMENT

- A. AGREEMENT. This Agreement is effective when fully executed and shall remain in full force and effect until termination or expiration of the Contract Documents, unless otherwise terminated pursuant to the terms of this Agreement.
- B. Contract Documents. The Contract Documents may only be amended in writing executed by authorized officers or duly authorized representatives of both Parties
- C. ORDERLY AND CONTINUOUS PROGRESS. The provisions of this Agreement and the Contract Documents, unless stated otherwise therein, anticipate the orderly and continuous progress of the work.

SECTION III – TERMINATION

- A. TERMINATION FOR CAUSE. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Agreement:
 - i. The Contractor fails to provide the services hereunder or fails to perform any material requirement of the Agreement or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;
 - ii. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;
 - iii. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- iv. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Agreement;
- v. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- vi. The Contractor furnished any statement, representation or certification in connection with the Agreement, which is materially false, deceptive, incorrect or incomplete.

SECTION IV – PAYMENTS TO CONTRACTOR

City shall pay to Contractor, and Contractor agrees to accept, for services rendered pursuant to this Agreement, fees in accordance with the following conditions:

1. The basic compensation of Contractor shall be as provided in the Contract Documents specifying the services to be performed by Contractor.
2. City is exempt from state and local sales and use taxes and shall not be invoiced for same.
3. Fees and charges for services shall be invoiced to City by Contractor as provided in the Contract Documents. Contractor shall submit duly certified and proper invoices for approval, in triplicate, to City's representative. Such invoices shall be reviewed by City and, if approved, shall be submitted to the City's finance department for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this Agreement. In any case in which an improper invoice is submitted by Contractor, City shall within ten (10) business days after such improper invoice is received by the designated City representative, notify Contractor that the invoice is improper and indicate what corrective action on the part of Contractor is needed to make the invoice proper.
4. In the event a dispute occurs between City and Contractor concerning payment of an invoice, such disagreement shall be resolved by the City Manager or his designee. City shall pay Contractor the amount agreed between the Parties as proper for the invoice or, if agreement cannot be reached, the amount determined by a party mutually agreed upon by both Parties to be proper for the invoice. Such payment shall be less any amounts previously paid by City with respect to such invoice.
5. In order for both Parties to close their books and records, Contractor shall clearly state "Final Invoice" on Contractor's final billing to City for the services provided. Contractor shall submit with such Final Invoice certification that all services under this Agreement and the Contract Documents have been performed and that all fees, charges, and costs have been invoiced to City. No Final Invoice shall be approved for payment until Contractor has fully complied with this provision.

SECTION V – INSURANCE

The Contractor shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Agreement, the insurance coverage and limits as described

herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage as specified in this Agreement, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy as specified in this Agreement, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation must be provided. Coverage shall apply on a primary basis.

Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any non-owned and hired automobiles. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Requirements for Commercial General Liability Insurance: Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A waiver of subrogation is to be provided in favor of the City under the Commercial General Liability Policy. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Certificates of Insurance and policies shall clearly state that coverage required by the Agreement includes the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for the Commercial General Liability and Automobile Liability Policies. The name for the Additional Insured shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the Electronic Bill Presentment and Payment Contract #20210100 shall listed as additional insured.**" Contractor will endeavor to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Crime Insurance: Contractor shall procure and agree to maintain Crime Insurance in limits not less than \$1,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. The City of Port St. Lucie must be listed as a loss payee. Coverage shall apply on a primary and non-contributory basis.

Employee Theft-Per Loss Coverage \$1,000,000
Forgery or Alteration \$1,000,000
Money & Securities - Inside \$ 100,000
Robbery, Safe Burglary of other Property-Inside \$ 100,000
Computer Fraud \$1,000,000
Funds Transfer Fraud \$1,000,000
Money Orders & Counterfeit Paper Currency \$1,000,000

Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability.

All insurance carriers must have an AM Best rating of at least A-:VII or better.

SECTION VI – CONFLICT

In the event of a conflict in this Agreement or the Contract Documents, the terms of this Agreement shall apply and supersede over conflicting terms in any Contract Documents.

SECTION VII – NOTICES

NOTICE OF DEFAULT. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City’s written notice to the Contractor, but in no event will such period of time be less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- i. Immediately terminate the Agreement without additional written notice(s); and/or
- ii. Enforce the terms and conditions of the Agreement and seek any legal or reasonable remedies.

For the City:
Utility Systems Director
900 SE Ogden Lane
Port St. Lucie, FL 34983

For the Contractor:
Invoice Cloud, Inc.
30 Braintree Hill Office Park
Suite 303
Braintree, MA 02184
Attn: Legal Department

With a copy to:
Stefanie Beskovoyne, Esq.
Deputy Director
900 SE Ogden Lane
Port St. Lucie, FL 34983
SBeskovoyne@CityofPSL.com
(772) 871-6400

SECTION VIII – PUBLIC RECORDS COMPLIANCE

Contractor acknowledges its responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to section 119.0701, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor’s records under this

Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the term of this Agreement.

D. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or provide copies within a reasonable time at a cost that does not exceed the cost provided for by law that may be charged by a local government. If Contractor does not comply with the City's request for records, City shall enforce the provisions in accordance with the Agreement.

E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.

F. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CityofPSL.com

G. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

SECTION IX – NONDISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual

orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION X – INDEMNIFICATION/LIMITATION OF LIABILITY

Liability of City, if any, in all instances shall be subject to the limits of liability established in section 768.28, Florida Statutes, and no other provision of this or any other Agreement or any other law shall be deemed or operate as a waiver of City's sovereign immunity. The Parties' obligations under this section shall survive the termination of this Agreement for any matter arising prior to the effective date of the termination. Each Party shall be solely responsible for its actions and not the negligence, omissions or wrongful acts of the other Party.

SECTION XI – WAIVER OF COMPLIANCE; CONSENTS

Any term or condition of this Agreement may be waived by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not invalidate this Agreement, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement. Except as otherwise provided herein, the failure of a Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. A waiver by a Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a Party of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

SECTION XII – THIRD-PARTY BENEFICIARIES; NO JOINT VENTURE

The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person. Nothing in this Agreement or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the Parties.

SECTION XIII – CONTRACTOR ORGANIZATION

Contractor's status as a legal entity, if applicable, shall continuously be in good standing, active, and current with the state of its incorporation or registration and with the State of Florida, and Contractor shall keep its status active and current throughout the term of this Agreement. Contractor shall keep City apprised of all changes in its designated officers, directors, and other officials.

SECTION XIV – PUBLIC ENTITY CRIMES

This Agreement shall be null and void if Contractor or any person or affiliate is identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two with any person or affiliate on the "Convicted Vendor List" for a period of thirty- six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting this Agreement, Contractor attests that neither it nor any affiliate has been placed on such Convicted Vendor List.

SECTION XV – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies. Venue for resolution of any dispute arising from or under this Agreement or its performance shall be in St. Lucie County, Florida and all actions and proceedings arising from or under this Agreement or otherwise related to the subject matter of this Agreement shall be in the court of the State of Florida in St. Lucie County, Florida, which court shall have exclusive jurisdiction for such purpose.

SECTION XVI – WAIVER OF JURY TRIAL

Each of the Parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement or otherwise related to the subject matter of this Agreement. This provision is a material inducement for the Parties hereto to enter into this Agreement and shall survive the termination of this Agreement.

SECTION XVII – REMEDIES

Any remedies provided in this Agreement or the Contract Documents shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any Party otherwise has by law, equity or statute.

SECTION XVIII – ATTORNEYS' FEES; COSTS

In any action arising under this Agreement or the Scope or Work, the prevailing Party is entitled to recover reasonable fees for the services of such Party's attorneys, experts, and contractors, together with costs of the action, through trial and appeal, in an amount to be determined by the court (and including fees and costs incurred in establishing entitlement to and the amount of such fees and costs). In the event each Party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the Parties by the court.

SECTION XIX – MISCELLANEOUS

PAROLE EVIDENCE RULE. This Agreement and its exhibits and attachments, together with any amendments properly executed pursuant to the provisions of this Agreement, set forth all the

promises, agreements, conditions, and understandings, either oral or written, between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement. Except as otherwise provided in this Agreement, all exhibits and attachments referred to herein are intended to be and hereby are specifically made a part of this Agreement. The Parties and their respective legal counsel participated, or the Parties were given the opportunity to have their legal counsel participate in the preparation of this Agreement; therefore, this Agreement shall be construed neither against nor in favor of any Party hereto, but rather in accordance with the fair meaning thereof.

SECTION XX – ASSIGNMENT AND AMENDMENT

Neither this Agreement or the Documents nor any duties or obligations thereunder, shall be assigned or delegated by Contractor without the prior written consent of City. This Agreement and the Contract Documents may be amended only in writing signed by the Parties and made a part of this Agreement by reference hereto.

SECTION XXI – SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision shall be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling and to include as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as possible.

SECTION XXII – CAPTIONS

The captions, paragraphs, sections, or letters appearing in this Agreement are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections and paragraphs of this Agreement.

SECTION XXIII – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties are authorized to bind their respective entities and have affixed their hands and seals on the dates entered below.

[SIGNATURE PAGES FOLLOW]

CONTRACTOR:

INVOICE CLOUD, INC.

ATTEST:

Sign: Kristen Kenny

By: Thomas E. Griffin

President

Print: Kristen Kenny

[SEAL]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk

The foregoing instrument was acknowledged before me BY _____ ONLINE NOTARIZATION or X PHYSICAL PRESENCE this 21st day of October 2021, by Thomas Griffin. He is personally known to me or produced Mass Drivers License as identification and did/did not take an oath.

NOTARY PUBLIC:

Cindy O'Donnell

Name:

Commission No.

My Commission Expires:



Cindy O'Donnell
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
4/14/2028

ATTEST:

Sally Walsh
City Clerk

[SEAL]

CITY:

CITY OF PORT ST. LUCIE

By:

Russ Blackburn
City Manager

Approved as to form and legal
sufficiency:

By:

City Attorney