

**INDIAN RIVER COUNTY
PIGGYBACK AGREEMENT TO HERNANDO COUNTY
UTILITIES CLIENT SERVICE AGREEMENT
CONTRACT NO. 23-T00341/FH**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

Indian River County Utilities (“CLIENT”) wishes to enter into a “Piggyback” Agreement with Cathedral Corporation (“Vendor”) whose principal address is 1500 Tradeport Road Suite B, Orlando, Florida 32824, based on the Hernando County Agreement, **Contract No. 23-T00341/FH**, replacing the original CLIENT SERVICE AGREEMENT dated May 6, 2008 in its entirety.

The Purchasing Policies and Procedures for Indian River County allow for "piggybacking" contracts. Pursuant to this procedure, Indian River County is allowed to piggyback an existing competitively-awarded government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with the government of Hernando County, said contract being identified as Bid #23-T00341/FH Utilities Bill Print and Mailing Services (said original contract being referred to as the "original government contract").

The original government contract documents are incorporated herein by reference. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein excepting the following:

Designated Representative:

Vendor: Lori Foerster, Senior Regional Director
(407) 454-1633/lfoerster@cathedralcorporation.com

Client: Lisa Patton, Customer Service Manager
(772) 226-1803 lpatton@indianriver.gov

Postage:

Vendor shall maintain a separate postage account which shall be used for the deposit and handling of postage funds with respect to work performed for CLIENT under this Agreement. This account shall be kept totally separate from Vendor’s general operating checking account. Vendor will be responsible for maintaining a log of all postage money deposited with Vendor or used by Vendor for

CLIENT's mailings and will forward such postage reports to CLIENT on a monthly basis.

At the outset of work under this agreement, postage monies covering the first month's or production job's postage costs, as estimated by Vendor and CLIENT, will be provided by CLIENT in advance to Vendor's postage account. Thereafter, Vendor shall provide CLIENT, on a monthly basis, a separate Statement of Postage Monies for actual postage costs. CLIENT shall pay the amount(s) indicated on the Statement to replenish the aforesaid postage account.

CLIENT is responsible for ensuring that there is at all times an adequate balance in the postage account to process its work. Under no circumstances shall Vendor be obliged to advance postage costs. Any delays in mailing caused by insufficient postage will be CLIENT's responsibility, and will not be regarded as unsatisfactory performance by Vendor.

Vendor will use the United States Postal Service to mail all items at either a Non Profit Postage Rate, a Standard Mail Postage Rate or the lowest First Class Rate available for the mailing. Vendor will perform additional sorting services as needed or requested to reduce the postage rate based on the addresses in the customer file. In the event the USPS charges additional fees related to outdated and/or incorrect mailing identifiers or addresses provided by customer, such fees shall be paid and debited from customer's postage account.

The USPS Move Update Regulation requires that all address files presented for mailing at a discounted postal rate be updated every 95 days. Vendor will process each data file provided to achieve these presorted mailing rates where applicable. Vendor is a non-exclusive Licensee of the USPS NCOALink® process, and will process the CLIENT's address files to meet the Move Update requirements. We will use NCOALink® at a minimum on a quarterly basis, and we will provide a data file containing the new and old mailing address information to CLIENT. CLIENT hereby agrees that it will then change its member addresses accordingly in order to continue to qualify for presorted postage rates, or risk paying the additional postage as required by the USPS.

Inserts:

Inserts will be quoted on an "as needed" basis, and at the rates included in the original government contract.

Taxes:

All federal, state, county, local or other excise, sales or use taxes will be paid by the

Client. If Client is tax exempt, client shall submit tax exempt form and certification documents. The Board of County Commissioners, Indian River County, Florida, has the following Tax Exemption Certificates assigned:

Florida 85-8012622034C-3, valid 6/30/30-6/30/35.

Termination in Regards To F.S. 287.135:

Vendor certifies that it and those related entities of Vendor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. Client may terminate this Contract if Vendor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. In addition, if this agreement is for goods or services of one million dollars or more, Vendor certifies that it and those related entities of Vendor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Client may terminate this Contract if Vendor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

E-Verify:

is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Public Records:

Client is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, Vendor shall:

- A. Keep and maintain public records required by the Client to perform this service.
- B. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public 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 contract term and following completion of the contract if Vendor does not transfer the records to the Client.
- D. Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of Vendor or keep and maintain public records required by the Client to perform the service. If Vendor transfers all public records to the Client upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor's duty to provide public records relating to this agreement, contact the public records liaison at:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

Upon completion or termination of the agreement, the Client shall retain all public records. Failure of the Vendor to comply with these requirements shall be a material breach of this Agreement.

The parties hereto, each acting with due and proper authority, have executed this Agreement, effective April 23, 2024. The below signatories represent and affirm that they have the legal authority and right to enter into this Agreement and bind the party for whom they are executing this Agreement to the terms

and conditions herein set forth.

CLIENT:
INDIAN RIVER COUNTY

By: _____
Susan Adams, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
William K. DeBaal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Vendor:
CATHEDRAL CORPORATION

By: _____

Name/Title