

**AGREEMENT FOR LOCKBOX SERVICES**  
**(Utilizing the City of Fort Lauderdale Contract)**

THIS AGREEMENT FOR LOCKBOX SERVICES (“Agreement”) is made as of the 13th of December 2022, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **BILL2PAY, LLC** a Florida limited liability company, with offices located at 9428 Baymeadows Rd, Suite 500, Jacksonville, Florida 32256 (“CONTRACTOR”).

**RECITALS**

WHEREAS, the CITY’s Electric Utilities Department is in need of a company to supply lockbox services; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured contracts; and

WHEREAS, on March 1, 2022, the City of Fort Lauderdale competitively awarded the contract for lockbox services based on City of Fort Lauderdale’s Solicitation No. 12546-713, Lockbox Services (“Ft. Lauderdale Contract”) valid until February 28, 2025 with a one (1) year renewal option; and

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Ft. Lauderdale Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the Ft. Lauderdale Contract, as provided in **Exhibit “A”**, and determined that the unit prices are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract.** The Ft. Lauderdale Contract (inclusive of all exhibits thereto) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of the City of Fort Lauderdale under the Ft. Lauderdale Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the Ft. Lauderdale Contract and valid until February 28, 2025 unless earlier terminated in accordance with the Contract terms. This Agreement may be extended by the City Manager consistent with the renewal option in the Ft. Lauderdale Contract.
3. **Not to Exceed Amount.** While the CONTRACTOR is not guaranteed that the CITY will utilize this Agreement for any services, if the CITY utilizes this Agreement for services, the not to exceed amount for this Agreement shall be \$20,000.00 each fiscal year.

4. Purchase Orders. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the Ft. Lauderdale Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any work under this Agreement without a CITY issued Purchase Order specifically for this purpose. The CONTRACTOR shall not perform work which is outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Ft. Lauderdale Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The Ft. Lauderdale Contract; and,
- c. The City issued Work Order.

6. Compensation. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the City to perform the service.
  2. Upon request from the City's custodian of public records or designee, provide the City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
  4. Upon completion of this 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 completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

- K. The Certificate Holder for all required insurance and for purposes of identifying the City as an Additional Insured should read as follows:

City of Lake Worth Beach  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Lockbox Services as of the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: BILL2PAY, LLC**

By: Steve Ostroff

[Corporate Seal]

Print Name: Steve Ostroff

Title: Executive Vice President, Payments

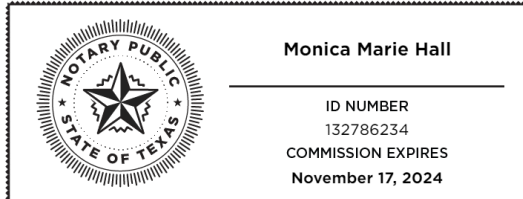
<sup>MHH</sup>  
STATE OF ~~FLORIDA~~ <sup>Texas</sup> )  
COUNTY OF ~~PALM BEACH~~ <sup>Collin</sup> )  
<sup>MHH</sup>

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 13th day of December 2022, by Steve Ostroff, as the Executive Vice President, Payments [title] of **BILL2PAY, LLC**, a Florida limited liability company, who is personally known to me or who has produced DRIVER LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Monica Marie Hall

Notary Public Signature

Notary Seal:



Notary Public, State of Texas

Notarized online using audio-video communication

**EXHIBIT A**  
**Unit Price Schedule from Ft. Lauderdale Contract (2 pages)**

**Bill2Pay**

Bid Contact **Kimberly Gorczyca**  
**kathy.wilson@bill2pay.com**  
**Ph 727-524-3511**

Address **4700 140th Ave., Suite 106**  
**Clearwater, FL 33762**

Bid Notes **Pass through cost for postage and/or overnight expenses. Cost is an estimate.**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12546-713--01-01	Checkfree Electronic Items	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.12</b>	75000 / each	<b>\$9,000.00</b>	Y	Y
12546-713--01-02	Checks Only	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.29</b>	32000 / each	<b>\$9,280.00</b>		Y
12546-713--01-03	Items Returned	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.29</b>	8000 / each	<b>\$2,320.00</b>		Y
12546-713--01-04	Multiples	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.29</b>	30000 / each	<b>\$8,700.00</b>		Y
12546-713--01-05	Standard Item Processed	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.29</b>	125000 / each	<b>\$36,250.00</b>		Y
12546-713--01-06	Wholesale Items Processed	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.57</b>	20000 / each	<b>\$11,400.00</b>		Y
12546-713--01-07	Remittance Images	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.00</b>	500 / each	<b>\$0.00</b>		Y
12546-713--01-08	Photocopies	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.27</b>	500 / each	<b>\$135.00</b>		Y
12546-713--01-09	Research Requests	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.00</b>	50 / each	<b>\$0.00</b>		Y
12546-713--01-10	Transmission Fee per Record	<b>Supplier Product Code:</b> <b>City where PO Box is located::</b> Tampa	<b>First Offer - \$0.00</b>	300000 / each	<b>\$0.00</b>		Y

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12546-713-01-11	Overnight Delivery	<b>Supplier Product Code:</b>	<b>First Offer - \$0.70</b>	20000 / each	<b>\$14,000.00</b>	<b>Y</b>
		<b>City where PO Box is located::</b>	Tampa			

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