

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into as of this 30th day of April, 2020 ("Effective Date") by and between City of Tamarac, a municipal corporation, having its main office at 7525 NW 88th Avenue, Tamarac, Florida 33321 ("City of Tamarac" or "Assignor") and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 ("InfoSend" or "Assignee").

Whereas, Collier County, Florida and SouthWest Direct, Inc., a Florida corporation located at 2129 Andrea Lane, Fort Myers, Florida, 33912 ("SouthWest Direct") entered into an Agreement on June 26, 2018 with Collier County as Contract # 18-7312, a Service Agreement for the purpose of providing Utility Bill Processing and Mailing Services, pursuant to the terms and conditions of Collier County Request for Proposal # 18-7312 for Utility Billing "Printing and Mailing Services".

Whereas, City of Tamarac and SouthWest Direct entered into a Service Agreement, dated August 24, 2018, which piggy-backed Collier County Contract # 18-7312 for "Utility Billing Printing and Mailing Services" which from time to time may have been modified, amended and/or supplemented, pursuant to which SouthWest Direct provides certain services to City of Tamarac (the "Contract"), a copy of which is incorporated herein as Addendum 1;

Whereas, SouthWest Direct and InfoSend are parties to an Asset Purchase Agreement, through which InfoSend purchased certain assets of SouthWest Direct's transactional print and mail business effective November 15, 2019, and through which InfoSend wishes to assume SouthWest Direct's obligations as "InfoSend" to City of Tamarac;

Whereas, Collier County approved an Assumption Agreement on March 10, 2020 by and between InfoSend, Inc., ("InfoSend"), assigning InfoSend as the successor in interest to SouthWest Direct in relation to Agreement # 18-7312;

Whereas, the City of Tamarac and InfoSend desire to continue the contractual relationship established by the Services Agreement between the City and SouthWest Direct dated August 24, 2018 which incorporates the terms, conditions and pricing of Collier County Agreement # 18-7312;

Whereas, InfoSend desires to obtain the consent of City of Tamarac to such assignment, and City of Tamarac desires to grant such consent in accordance with the terms herein.

Now, therefore, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereby agree as follows:



City of Tamarac hereby assigns to InfoSend all of the rights and duties contained within the Contract between the City of Tamarac and SouthWest Direct dated August 24, 2018;

InfoSend hereby accepts such assignment.

All notices from City of Tamarac to InfoSend shall be deemed duly served if sent via certified mail at the following address:

InfoSend, Inc.
Attn: President
4240 E. La Palma Avenue
Anaheim, CA 92807

InfoSend agrees that the firm shall comply with Chapter 119, Florida Statutes, Florida's Public Records Law as follows. InfoSend shall:

- Keep and maintain public records required by the City of Tamarac in order to perform the service;
- Upon request from the City of Tamarac, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City of Tamarac. 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 Agreement and any renewals thereof if InfoSend does not transfer the records to the City of Tamarac.
- Upon completion of the Agreement, transfer, at no cost to the City of Tamarac, all public records in possession of InfoSend, or keep and maintain public records required by the City of Tamarac to perform the service. If InfoSend transfers all public records to the City of Tamarac upon completion of the Agreement, InfoSend shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If InfoSend keeps and maintains public records upon completion of the Agreement, InfoSend shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City of Tamarac's custodian of public records in a format that is compatible with the information technology systems of the City of Tamarac.

During the term of this Agreement and any renewals, InfoSend shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.



Public Records Custodian:

IF INFOSEND HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INFOSEND'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Scrutinized Companies: By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, InfoSend certifies that InfoSend is not participating in a boycott of Israel. InfoSend further certifies that InfoSend is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has InfoSend been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City of Tamarac will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City of Tamarac shall provide notice, in writing, to InfoSend of the City of Tamarac's determination concerning the false certification. InfoSend shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, InfoSend shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If InfoSend does not demonstrate that the City of Tamarac's determination of false certification was made in error then the City of Tamarac shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Except as amended hereby, the Contract is restated and shall remain in full force and effect.

Signature page follows.



The parties hereto have executed this Assignment Agreement as of the Effective Date.

City of Tamarac (Assignor)

By: _____

Name: _____

Title: _____

Date: _____

InfoSend, Inc. (Assignee)

By:  _____

Name: Russ Pezarsky

Title: President

Date: 4/30/20