

PA16.6 Attachment 5

Attachment 5 - 2020/2021 Coin Processing Agreement between Toronto Parking Authority and Brink's Canada Limited (May 1, 2020)

This Agreement is made and effective as of this 1st day of May, 2020

BETWEEN

TORONTO PARKING AUTHORITY
(hereinafter the "Authority")
AND
BRINK'S CANADA LIMITED
(hereinafter the "Contractor")

WHEREAS the Authority collects volumes of coins and notes from its on-street and off-street parking operations and therefore requests to have said volumes counted and deposited by an independent organization;

AND WHEREAS the Contractor collects and counts volumes of coins and notes and submitted a quotation to the Authority which was accepted by the Authority;

AND WHEREAS the parties have therefore agreed to enter into an agreement as described herein (the "Agreement");

NOW THEREFORE based on the premises and respective promises and obligations contained herein, the parties agree as follows:

1. Definitions

- a) "**Business Day**" means each of Monday through Friday, except when the day occurs on a holiday observed by the Authority or the Contractor.
- b) "**Loss**" means any loss of, damage or destruction to Property.
- c) "**Maximum Liability Amount**" means the total liability assumed by the Contractor for Loss of a Shipment, as specified in this Agreement.
- d) "**Property**" means coin contained in coin vaults and notes contained in note vaults.
- e) "**Shipment**" means one or more sealed containers of Property received by the Contractor at the same time.
- f) "**Facility**" means the Contractor's facility at 95 Brown's Line, Etobicoke, ON.

2. Services

- a) Subject to and in accordance with the terms and conditions of this Agreement, the Contractor shall:
 - i. Receive from Authority at Contractor's Facility at 95 Brown's Line, Etobicoke, ON (the "Facility") each Shipment generated by Authority's parking business;
 - ii. Sort, count, roll and box the Canadian and U.S. coins and notes and deposit the value thereof

to the credit of the Authority in a designated Authority bank account; and,
 iii. Separate the non-Canadian and non-U.S. (hereinafter referred to as "Foreign") coins and notes received and return Foreign coins and notes to the Authority.

- b) The Contractor shall perform the above-noted services (collectively, the "Services") as agent for the Authority and agrees that all the coins and notes dropped off by the Authority shall at all times remain the property of the Authority and shall be held in trust by the Contractor for the sole benefit of the Authority separate from all other coins, notes or money in the possession of the Contractor until the completion of the value deposit and shall not be considered to be part of the assets of the Contractor for any purpose whatsoever.
- c) Subject to Section 3(c) and the availability and capability of the Contractor, the Authority may request changes to the Services which are not inconsistent with the Services as described in this Agreement. All such new services shall be deemed to be "Services" for the purposes of this Agreement.

3. Price

- a) In consideration of the Contractor performing the Services, the Authority shall pay the Contractor at rates set forth in Table 1 below; plus, where applicable, H.S.T. (which shall be set out separately on each invoice).

Table 1 – Services and Unit Prices	
SERVICES	Unit Prices (1-May-20 To 30-April-21)
Receiving, Storage and Management of Deliveries of coin vaults	\$3,043.78 per month
Receiving, Storage and Management of Deliveries of note vaults	\$608.76 per month
Box coin return at time of empty Coin Vault delivery	\$0.00
Excess Premise Time	\$28.65 per each 15 minute increment or part thereof for Brink's service provided during loading and unloading required after 2:00 pm
Coin Processing	\$0.0585 per roll of coin
Note Processing	\$2.75 per note vault Plus \$0.088 per note

- b) Invoices from the Contractor shall be paid within thirty days of invoice date. The parties agree that where errors or omissions exist in an invoice, the agreed settlement amount shall be accounted for by the Contractor by adjusting the invoice submitted for the month in question following the reaching of such settlement. All charges (as settled between the parties) remaining unpaid after the revised invoice due date are subject to an interest charge at the lesser of one and one half percent (1.5%) per month; or, the maximum rate allowed by law.
- c) Any change to the Services as described in this Agreement which results in additional costs to the Contractor or work additional to and not ancillary to the Services as agreed requested by the

Authority shall be billed to the Authority at rates mutually agreed upon prior to the rendition of such additional services and/or the incurrence of such additional costs.

4. The Authority Delivery to the Contractor

- a) Authority shall deliver each Shipment to the Facility between the hours of 10:30 and 13:30 inclusive on Business Days;
- b) The Authority shall provide at its cost the required number of parking meter, coin and note vaults reasonably necessary for the provision of the Services by the Contractor.
- c) The coin and note vaults shall be securely sealed so that the contents cannot be removed without clear visible evidence of tampering. The locks to be employed securing the hinged tops of the vaults shall be provided by the Authority. The vaults shall remain the property of the Authority at all times.
- d) The Contractor shall receive and be responsible for the security of one set of keys to the locks of the coin and note vaults, to be returned to the Authority upon the expiration or termination of his Agreement. The Authority shall retain a second set of said keys to be kept in a secure location with access restricted to the Authority management only.
- e) The Contractor shall have sole discretion (acting reasonably) to refuse to receive any coin and/or note vault found by the Contractor to be damaged or tampered with.
- f) The Contractor's employees, the Authority's employees and the employees of any subcontractor or agent of the Authority involved in the transfer of any Shipments shall have photo identification and the identity of the authorized employees delivering or receiving Shipments shall be confirmed in writing by both parties and reconfirmed and/or removed as personnel changes occur.
- g) Unloading of full coin and note vaults and loading of empty coin and note vaults shall be completed within 30 minutes of the arrival of the Authority delivery vehicle at Brink's Facility. Contractor shall provide one or more of its employees to perform Contractor's responsibilities. If the Contractor is required to provide employees past 14:00 hours, then the rate for excess premise time specified in Table 1 shall apply and be payable by the Authority to the Contractor.

5. Count Value and Deposit

- a) The Contractor shall count, roll and box the coins and/or notes from each Shipment and report the total amount and the amount per coin vault by coin denomination and note vault by note denomination within one (1) Business Day after delivery. Contractor will report the total amount of Foreign coins per coin vault within one (1) Business day after delivery.
- b) Without limiting the generality of the foregoing, the amount of Canadian and U.S. coins counted from each coin vault and notes counted from each note vault by the Contractor shall be set out in the "Daily Revenue Report" form submitted by the Contractor the day after delivery of the specific day's collection.
- c) The Authority and the Contractor shall work together diligently to identify any unusual

discrepancies between the Contractor's coin and/or note count for a specific collection route and the Authority's historical average collection amount for said route.

- d) The Contractor shall deposit the value of the Canadian and U.S. coins to the Authority's designated bank account within two (2) Business Days after delivery.

6. Foreign Coins

- a) The Authority and the Contractor agree that the Authority's parking equipment accepts slugs and Foreign coins which will cause discrepancies between the parking equipment count and the Canadian and U.S. coin value of the Contractor's count. The Contractor shall retain and hold separate and apart and uncounted from the coin vaults and not forming part of the value of a coin vault, all "slugs" and Foreign coins discovered in the sorting process. Slugs and Foreign coins shall be periodically disposed of by the Contractor or returned to the Authority at the direction of the Authority.

7. Liability

- a. Subject to the terms, limitations and exclusions in this Agreement, the Contractor shall be liable for any and all Loss up to and including the Maximum Liability Amount of four hundred and fifty thousand dollars (CDN\$450,000.00) per Shipment or as otherwise mutually agreed in writing between the parties from time to time to reflect and otherwise accommodate reasonable rate changes and increased Shipment values and volumes. The Contractor's liability for a Loss commences when a Shipment is received into the Contractor's possession as set out in this Agreement and shall terminate when the processed contents of such Shipment are transferred from the Contractor Facility's to the Authority's designated bank. It is specifically understood and agreed that the Contractor's liability for Loss (per Shipment) shall not exceed the above referenced Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document.
- b. Notwithstanding the foregoing, the Contractor's liability for loss, damage and/or destruction to the coins and coin vaults and notes and note vaults shall be limited to the average value for each coin or note vault lost or destroyed. Said average shall be calculated from the six (6) previous count values for the specific route(s) of the vaults lost or destroyed, as provided from the Contractor records; provided however that where electronic audit is available, said audit totals shall set the value received from the equipment.
- c. The Authority expressly understands and agrees that the Contractor's count of each Shipment shall be binding and conclusive unless the Authority notes any potential discrepancies within five (5) Business Days of receipt of each Daily Revenue Report from the Contractor. The failure of the Authority to report any potential discrepancy in a timely manner shall be deemed by the parties to be full acceptance of the counting information provided by the Contractor in the Daily Revenue Report.
- d. The Contractor shall not be liable for Loss or for non-performance or delays of Service, caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de Jure or de Facto) or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such

government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.

- e. In no case shall the Contractor be liable for Loss or for non-performance or delays of Service, damage, liability or expense directly or indirectly caused by or contributed to by or arising from: (i) any chemical, biological, bio-chemical or electromagnetic weapon; (ii) the use or operation as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (iii) ionizing radiations from or contamination by radio activity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- f. The following limitation shall not apply to a Loss in transit, stored in the ordinary course of transit, or held temporarily for subsequent delivery, allocation or distribution. The Contractor shall not be liable for Loss or for nonperformance or delays of Service, liability, cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. For the purposes of this Agreement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- g. Subject to the indemnity provisions herein, the Contractor shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of the Contractor and whether or not the Contractor had knowledge that such losses or damages might be incurred.

8. Indemnity

- a. The Contractor shall indemnify, save, protect and hold the Authority harmless from and against any and all liability, loss or damage due to bodily injury or death or damage to property to the extent such bodily injury or death or damage to property is caused by the Contractor's negligent performance and/or willful misconduct under this Agreement.
- b. The Authority shall indemnify, save, protect and hold the Contractor harmless from any liability, loss, damage, cost or expense, including reasonable attorney's fees, arising out of any bodily injury or death to any employee of the Authority or loss or destruction of or damage to property, including Property, as a result of such Authority employee being on the Contractor's premises or entering or leaving therefrom, except where the Contractor is shown to be negligent.

9. Force Majeure

- a. The obligations of the Contractor and the Authority shall be suspended to the extent that either party is hindered or prevented from performing because of picketing, labour disturbances, strikes, lockouts, acts of God, fires, storms, water, snow and ice, unreasonable and unpredictable delays in transportation not caused (directly or indirectly) by the Contractor, governmental action, failure of suppliers and or any other cause beyond the parties' control (as applicable). This clause shall not apply to the Authority's obligations to pay the Contractor for completed Services under this Agreement, Loss or the Contractor's obligation to return to the Authority all coins and notes in the Contractor's possession which is the property of the Authority and deposit the equivalent value thereof to the Authority's designated bank account (as applicable, subject to the term and conditions of this Agreement).
- b. Notwithstanding the foregoing or any other term or condition of this Agreement, should the Contractor fail to provide the Services due to an event set out in this paragraph for more than thirty (30) consecutive days, the Authority may terminate this Agreement immediately upon notice. In the event the Authority terminates due to Contractor's failure to provide Services for more than 30 days, neither party shall have any liability to the other party for any costs incurred due to such termination.

10. Insurance

- a. At all times during the term of this Agreement, the Contractor shall maintain insurance with insurers of recognized financial responsibility, payable to the Contractor, of the kinds and with minimum limits as follows:
 - i. "All risk" Insurance (including employee fidelity coverage) covering the liability the Contractor assumes under this Agreement for Loss of the Authority's Property,
 - ii. Comprehensive General Liability Insurance for bodily injury and property damage, including contractual liability, and products and completed operations in the amount of \$2,000,000 combined single limit per occurrence.
 - iii. Worker's Compensation Insurance as required by applicable workers' compensation laws or other similar programs related to the jurisdiction involved.
 - iv. Employer's Liability Insurance in unlimited amounts where required by law and in all other jurisdictions an amount of \$1,000,000 each accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease and \$ 1,000,000 each employee for bodily injury by disease.
 - v. Motor Vehicle Insurance including non-owned, owned and hired automobile coverage protecting against claims for bodily injury, including death and property damage, in the amount of \$2,000,000 combined single limit per occurrence.
 - vi. Umbrella coverages in the amount of \$3,000,000 in excess of \$2,000,000 in respect of the coverages identified in paragraphs (ii) and (v).
- b. The Authority shall be named as an additional insured under the Contractor's automobile and general liability coverages solely to the extent that liability is expressly assumed under the indemnity provisions set forth in Section 8(a).
- c. When requested by the Authority, the Contractor shall provide the Authority with certificates as evidence that the insurance listed above is in effect. Either party may terminate this Agreement

upon thirty (30) days written notice in the event the Contractor insurance underwriters notify the Contractor of their intention to cancel or materially restrict any such insurance. The Authority will be given not less than thirty (30) days' notice prior to the cancellation of or material modification or alteration in the coverage afforded under any such policies.

- d. For greater certainty, the Contractor's liability under this Agreement shall not be limited to the amount of insurance coverage required and the Contractor shall be responsible for the payment of any claim or portion of a claim which falls within a policy deductible, whether or not the amount of such deductible has been approved by the Authority.
- e. At the termination of this Agreement the Contractor agrees, for all policies which are on a "claims made" basis to either (i) continue in place for a period of at least 2 years or (ii) an Extended Period be purchased for a period of at least 2 years.
- f. The Authority shall maintain at its sole cost and expense, and shall provide evidence of such to the Contractor, upon request, insurance coverage of the types and in the amounts set forth herein with a reputable company or companies authorized or licensed to transact business in the jurisdiction where this Agreement shall be performed, as follows:
 - i. Comprehensive General Liability Insurance for bodily injury and property damage, including blanket contractual liability and products and completed operations, in the amount of \$2,000,000 combined single limit per occurrence.
 - ii. Worker's Compensation Insurance as required by applicable workers' compensation laws or other similar programs related to the jurisdiction involved.
 - iii. Employer's Liability Insurance in unlimited amounts where required by law and in all other jurisdictions an amount of \$1,000,000 each accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
 - iv. Crime and Fidelity Insurance - All employees of the Authority who have access to the Contractor's facility must be fully bonded, either by a 3D bond or Crime or Fidelity insurance policy in the amount of \$1,000,000 per claim.
- g. The Certificate of Insurance provided by the Authority shall contain a cancellation clause whereby the Contractor will be notified in writing of any material modification, alteration, non-renewal or cancellation of such policy or policies at least thirty (30) days prior thereto.

11. Term

The term of this Agreement shall commence on May 1, 2020 and end on April 30, 2021 (the "Term"), unless otherwise terminated earlier by the Authority for convenience with 90 days advance written notice or as otherwise terminated in accordance with this Agreement.

12. Discrepancies and Proof of Loss

- a. The Authority shall notify the Contractor as soon as practicable after a Loss or suspected Loss is discovered so that the Contractor and the Authority can effectively initiate investigation of same; provided however the Authority shall provide notice of a Loss within sixty (60) days after the Property which is the subject of such claim of Loss was received into the Contractor's possession. It is the Authority's responsibility to verify Shipment deliveries promptly. Unless such notice is

given by the Authority within the time prescribed, any and all claims by the Authority for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against the Contractor unless the above described notice has been given to the Contractor.

- b. The Authority shall maintain a record of all Property delivered to the Contractor and shall promptly and diligently assist the Contractor in establishing the identity of Property involved in a Loss. The Authority agrees to make reasonable efforts to mitigate its damages in connection with any Loss.
- c. Affirmative written proof of the Loss subscribed and sworn to by the Authority and substantiated by the books, records and accounts of the Authority shall be furnished to the Contractor prior to payment of a claim for such Loss. Upon payment of a claim for Loss by the Contractor, the Authority hereby agrees to and does hereby assign to the Contractor all of its right, title and interest in the applicable Property and all rights of recovery against third parties that are the subject of the claim, and to execute any documents necessary to perfect such assignment upon request of the Contractor or the Contractor insurers.

13. Default

- a. If the Contractor becomes bankrupt or insolvent or is subject to the appointment of a receiver, trustee or liquidator for any of its assets or is subject to the institution of any insolvency proceeding or creditor rearrangement, the Contractor shall be deemed to be in immediate default of this Agreement.
- b. A failure by the Contractor to perform its key deliverables in a timely and adequate basis as required under this Agreement shall constitute a default under this Agreement. For the purposes of this Agreement, the Contractor's "key deliverables" are:
 - a. Bank deposit of coin and note value on the second Business Day after delivery of coin and note vaults by the Authority;
 - b. Delivery of Foreign coin and note as per Section 2(a)(iii); and
 - c. Daily delivery of a Daily Revenue Report by 2:00 p.m. on the day following delivery of the coins and/or notes.
- c. Failure by the Authority to perform its key deliverables in a timely and adequate basis as required under this Agreement shall constitute a default under this Agreement. The Authority's "key deliverables" are:
 - a. Payment of service fee invoices within thirty (30) days of receipt;
 - b. Provision of adequate numbers of coin and note vaults to permit the return of empty vaults; and
 - c. Provision of adequate personnel to provide timely physical assistance in loading and unloading of coin and note vaults and sign off of prepared paperwork confirming number and identity of full coin and note vaults delivered by the Authority.
- d. Where a default occurs under paragraph (a) hereof, the Authority may, by written notice, terminate this Agreement immediately without the requirement of further notice.
- e. Where a default of one of the deliverables Listed in (b) or (c) above occurs, the non-defaulting

party shall notify the other party in writing of the details of the default. Said notice shall provide the defaulting party with fifteen (15) days in which to correct the default. Upon the failure of the defaulting party to correct the default as provided in this subsection (e), the non-defaulting party may terminate this Agreement, such termination to take effect ninety (90) days after written notice thereof.

- f. Where a dispute occurs between the parties concerning the interpretation, application or other operational issues under this Agreement, the parties agree to act in good faith to resolve the issue. Without limiting the generality of the foregoing, prior to taking any formal external actions, the parties agree that: (i) any unresolved issue shall be submitted to the Vice President of the TPA and a Vice-President of the Contractor responsible for this Agreement for review and resolution; and (ii) in the event that these officials cannot come to a resolution of the issue within fifteen (15) days, the issue shall be submitted to the parties' respective presidents for mutual resolution of said issue. If the parties are unable to resolve the issue within thirty (30) days thereafter, the parties may commence external action(s) to resolve the dispute.

14. Confidential Information

- a. Except where such disclosure may be required by law or for insurance purposes, each party shall not use, disclose, sell, license, publish, reproduce or otherwise make available the confidential information of the other party, except with the consent of the other party; provided however that the parties may disclose such information to their respective employees on a need to know basis for the purposes of performing their obligations under this Agreement.
- b. Confidential information includes, but is not limited to: (i) the contents of this Agreement; (ii) any and all information contained in reports by the Contractor or the Authority or security firms or banks of the values and transactions which are the subject of this Agreement including agreed upon delivery times and location and destination of vehicles or locations for the amounts of coin and note described herein; and (iii) the details of the operation and the location/description of the facilities of either party used or related to the performance of this Agreement.
- c. Confidential Information shall not include information which: 1. is in the public domain at the time of disclosure or later enters the public domain through no fault of the receiving party; 2. is received by the receiving party from a third party independent of the disclosing party without restriction; or, 3. is presently known to the receiving party or is acquired or developed by the receiving party independent of the disclosures made by the disclosing party pursuant to this Agreement.

15. Amendment/ Waiver

No waiver or modification of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and executed by the parties hereto. Forbearance or neglect of a party to insist on strict compliance hereunder shall not be construed to constitute a waiver thereof.

16. Right of Inspection/Relocation of the Contractor Facilities

The Contractor and the Authority may request a site visit of each other's facility(ies) during regular business hours upon reasonable notice, provided that the party conducting such visit may not interfere or disrupt the ongoing business operations at the facility(ies). The Contractor shall provide to the Authority a minimum thirty (30) days' advance written notice of the Contractor's relocation of offices or operational facilities to other premises.

17. Notice

Any notice or communication given or required to be given under this Agreement shall be in writing and shall have been deemed to have been given when mailed by Canadian registered mail, postage prepaid, to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified. Alternatively, written notice sent by email to the other party and then acknowledged back by email by the other party shall be deemed to have been given when the acknowledgement of receipt is received by the sender.

To the TPA:
Toronto Parking Authority
33 Queen Street East
Toronto, Ontario M5C 1R5
Email: Anu.Aduvala@toronto.ca
Attention: President or Vice President, Operations

To the Contractor:
Brink's Canada Limited
One Robert Speck Parkway, Suite 1000
Mississauga, Ontario L4Z 3M3
Email: Samantha.Patterson@brinksinc.com
Attention: Business Relationship Manager

18. Governing Law and Severability

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect under the laws of the Province of Ontario or of the Dominion of Canada, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if the unenforceable provision had never been contained herein. All questions of unenforceability and interpretation which may arise under this Agreement shall be determined by the laws of the Province of Ontario.

19. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld by either party.

20. Miscellaneous

(a) The Contractor shall provide and maintain a current Workplace Safety and Insurance Board

certificate throughout the term of this Agreement and shall provide the certificate annually to the Authority.

- (b) The Contractor and the Authority each warrant to one another that there are no circumstances respectively known to either of them, that if known to the other of them, would have persuaded the other not to enter into this Agreement.
- (c) The headings in this contract have been inserted for convenience only, and are not to affect the construction or the interpretation of this Agreement.
- (d) The parties agree to act reasonably in exercising any discretion, judgement, approval, or right of extension of time which may be required to effect the purpose and intent of this Agreement.

21. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter described here in and supersedes and takes precedence over all RFQ's, proposals, purchase orders, oral and written, and all previous negotiations and communications between the parties with respect to the subject matter of this Agreement.

22. Execution

This Agreement (and any amendment, supplement, restatement or termination of this Agreement, in whole or in part) may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same original instrument. Either party may deliver an executed copy of this Agreement by email transmission and such executed copy shall be deemed an original.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Agreement,

TORONTO PARKING AUTHORITY

BRINK'S CANADA LIMITED

By: _____

Name: Robin Oliphant

Title: Acting President

By: _____

Name:

Title: