BRENDA D. FORMAN
CLERK OF CIRCUIT AND COUNTY COURT
17TH JUDICIAL CIRCUIT

June 3, 2020

To: Christine H. Monahan
American Oversight
1030 15th St. NW, B255
Washington, D.C. 20005

In re: Public Records Request

Dear Ms. Monahan,

Thank you for contacting the Broward County Clerk of Courts. Enclosed please find the documents requested by your office pursuant to a Public Records Request.

Pursuant to the authority afforded by Chapter 119, Florida Statutes, sections of the enclosed documents have been redacted and are marked accordingly.

Please contact publicrecords@browardclerk.org if you need any further assistance.

Sincerely,

SARAH C. PRIETO
Administrative Staff Attorney

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AGREEMENT FOR COLLECTION SERVICES

THIS AGREEMENT is made and entered into by and between BRENDA D. FORMAN AS THE BROWARD COUNTY CLERK OF THE COURTS (hereinafter referred to as the "Clerk") and PENN CREDIT CORPORATION, (hereinafter referred to as "PENN CREDIT" or "Collection Agency") for debt collection services. In consideration of the mutual promises contained in this Agreement, the Clerk and PENN CREDIT agree as follows:

1. **Scope of Services.**

(a) PENN CREDIT agrees to enforce the collection of past due fees, service charges, fines or costs, or other amounts to which the Clerk is entitled and which remain unpaid for ninety (90) days or more (hereinafter "delinquent accounts") for the Clerk's Felony, Traffic, Misdemeanor, and Other Infraction case types in accordance with the specifications and requirements as provided in RFP #2018-001, attached hereto as Exhibit A and incorporated herein, including, but not limited to, those provisions set forth in Section IV of the RFP, and PENN CREDIT's response thereto appended as Exhibit B. The Clerk anticipated that cases will be assigned to PENN CREDIT and another collection agency for the case types listed above. If two collection agencies are utilized by the Clerk, the cases will be assigned using a round- robin method of assignment by case type to each agency, so that each collection agency will receive cases equally on an alternating basis. The Clerk at her discretion will determine the number of collection agencies to contract with at any given time.

(b) The Clerk agrees to refer delinquent accounts of the Clerk's Felony, Traffic, Misdemeanor, and Other Infraction case types by electronic medium, in a format and frequency as provided in Exhibit A. The Clerk will provide PENN CREDIT with copies of, or access to, the information and documentation necessary to collect the delinquent accounts, and PENN CREDIT shall provide the Clerk with access to account information as agreed upon by both parties. PENN CREDIT shall use account information provided by the Clerk for the purposes of collection only, and shall keep all such information confidential from any third party without express written authority from the Clerk. PENN CREDIT will provide the Clerk with status reports in the frequency and manner as provided in Exhibit A. Additionally, the collection agency shall provide a quarterly report as provided in Exhibit C.

(c) PENN CREDIT shall forward all payments and correspondence to the Clerk as provided in Exhibit A. PENN CREDIT reserves the right to return all accounts not collected

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within one (1) year of referral by the Clerk. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement for those returned accounts.

2. **Term of Agreement.**

The term of this Agreement shall begin on August 27, 2018 and shall continue until January 30, 2021. The Clerk may then exercise an option to renew this Agreement for two (2) one-year terms at the end of each term. Thereafter, the Agreement shall continue on a month-to-month basis until terminated. The parties agree that any and all options to renew the Agreement must be noticed in writing by the Clerk no later than thirty (30) days prior to the start date of the renewed term.

3. **Compensation.**

(a) Pursuant to the Fla. Stat. 28.246, the Clerk agrees to pay PENN CREDIT, as compensation for the standard collection services provided pursuant to this Agreement, thirty-five percent (35%) of the total delinquent amount collected on all accounts referred to PENN CREDIT for collection. Compensation will be made in accordance with the specifications set forth in Section IV of Exhibit A. All statutorily mandated fees shall be disbursed to the appropriate agencies by the Clerk as required by law prior to PENN CREDIT receiving its compensation for collection of each account. The compensation due to PENN CREDIT shall be calculated based on the amount owed to the Clerk prior to collection fees having been added to the account at the time of referral to PENN CREDIT pursuant to Florida Statute s.28.246. In no event shall the compensation due from the Clerk to PENN CREDIT exceed that which is recoverable pursuant to Florida Statute s.28.246.

(b) Notwithstanding the provisions set forth Exhibit A, PENN CREDIT may hold check payments received for fourteen (14) calendar days; however, PENN CREDIT shall guarantee payment on those check payments held and forwarded to the Clerk by PENN CREDIT.

(c) If PENN CREDIT collects a partial payment on an assigned account, it will not be compensated for its collection services on that account until the full amount due has been collected.

4. **Method of Billing and Payment.**

(a) PENN CREDIT shall submit invoices for compensation on a monthly basis, but only after the services for which the invoices are submitted have been completed. An electronic invoice is due within fifteen (15) days of the end of the month, except for the final invoice,

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which must be received no later than sixty (60) days after this Agreement expires or is terminated. Electronic invoices shall designate the collection fees incurred by referencing each case and the amount of the collection fee associated with each case.

(b) The Clerk shall pay PENN CREDIT in accordance with the Florida Prompt Payment Act, Florida Statute s.218.74. All invoiced amounts must be net. In order to be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted in a form and pursuant to instructions prescribed by the Clerk. Payment may be withheld for failure of PENN CREDIT to comply with a term, condition, or requirement of this Agreement.

(c) Notwithstanding any provision of this Agreement to the contrary, the Clerk may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Clerk. The amount withheld shall not be subject to payment of interest by the Clerk.

(d) Payment shall be made to PENN CREDIT at:

Penn Credit Corporation
Accounting Department
2800 Commerce Drive
Harrisburg, PA 17110

5. **Changes in Scope of Services**.

Any change to the Scope of Services must be accomplished by a written amendment, executed by both parties to this Agreement.

6. **Indemnification**.

PENN CREDIT shall at all times hereafter indemnify, hold harmless and, at the Clerk's option, defend or pay for an attorney selected by the Clerk to defend the Clerk, its officers, agents, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, of any kind which may arise as a result of PENN CREDIT 's performance of the services described in this Agreement, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, with the exception of any claim or demand which results from the negligence or fault of the Clerk. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing in this section

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shall be construed as an agreement by the Clerk to be sued by third parties or as a waiver of sovereign immunity pursuant to Florida Statutes.768.28.

7. **Insurance.**

PENN CREDIT shall provide for and maintain in force at all times during the term of this Agreement the insurance coverage set forth in Section II of Exhibit A. Each insurance policy shall clearly identify the foregoing indemnification as insured. Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. The Clerk of Courts shall be named as an additional insured on all policies. All required certificates of insurance and copies of policies shall be submitted to the Clerk prior to the commencement of services provided for in this Agreement.

8. **Termination.**

(a) The Clerk may terminate this Agreement for convenience at any time upon thirty (30) days written notice to PENN CREDIT. This Agreement may be terminated for cause by either party provided that the party initiating the termination grants the other party sixty (60) days from the date of written notice of intent to terminate for cause, the opportunity to cure any unsatisfactory terms, acts, omissions or conditions. Should the party receiving notice fail to remedy the unsatisfactory terms, acts, omissions or conditions to the satisfaction of the party giving notice, the party giving notice may terminate the Agreement via written notification.

(b) In the event this Agreement is terminated for convenience by the Clerk, PENN CREDIT shall be paid for any services performed through the date of termination; however, upon being noticed of the Clerk's election to terminate, PENN CREDIT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. PENN CREDIT acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by the Clerk, the adequacy of which is hereby acknowledged by PENN CREDIT, is given as specific consideration to PENN CREDIT for the Clerk's right to terminate this Agreement for convenience.

(c) Upon termination of this Agreement, PENN CREDIT shall return all accounts to the Clerk regardless of payments made on the accounts or other arrangements made, and PENN CREDIT will inform all accounts with whom it has payment arrangements that future

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payment(s) must be made directly to the Clerk of the Courts. The Clerk may, at her option, refer additional accounts to PENN CREDIT after notice of termination has been given.

(d) PENN CREDIT must stop all collections activity immediately when notified by the Clerk to cancel accounts. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collections.

9. **Notice**.

Whenever either party desires or is required under this Agreement to give notice to the other party, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the following addresses:

The Honorable Brenda D. Forman	Mr. Donald Donagher Jr., CEO
Broward County Clerk of Courts	Penn Credit Corporation
201 Southeast Sixth Street, Rm 18150	2800 Commerce Drive
Fort Lauderdale, Florida 33301	Harrisburg, Pennsylvania 17110

10. **Ownership of Documents**.

(a) PENN CREDIT shall not produce or otherwise use the products of this Agreement without the written consent of the Clerk. The Clerk retains all rights to all data, reports, programs, designs and other results of this Agreement. The Clerk reserves first publication rights to any products of this Agreement, and the Clerk may place the products in the public domain without the permission of PENN CREDIT; provided that all PENN CREDIT proprietary software and other materials protected by patent, copyright, trademark, trade name or other intellectual property right shall be excluded from the definition of "products of this Agreement" or "results of this Agreement." Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Public Records Act), by PENN CREDIT to the materials produced in connection with this Agreement. Failure by PENN CREDIT to abide by any applicable provisions of the Public Records Act may result in termination of this Agreement.

(b) Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Clerk. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PENN CREDIT, whether finished or unfinished, shall become the

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property of the Clerk and shall be delivered by PENN CREDIT to the Clerk within seven (7) days of termination of this Agreement by either party. Any compensation due to PENN CREDIT shall be withheld until all documents are received as provided herein.

(c) All Intellectual Property Rights belonging to either PENN CREDIT or the Clerk respectively at the commencement date of the Agreement, shall remain at all times PENN CREDIT 's or the Clerk's property as appropriate and neither Party will acquire any right, title and/or interest in the other Party's Intellectual Property Rights as a result of this Agreement except the rights to use the other Party's Intellectual Property Rights for the purpose of carrying out their respective obligations under this Agreement.

(d) During the term of this Agreement (including any ramp-down or termination-of service-period), each Party hereby grants the other Party a non-exclusive, royalty-free license to its Intellectual Property Rights for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Agreement. Neither Party shall make any other use of the other Party's Intellectual Property Rights.

11. **Audit Right and Retention of Records.**

The Clerk shall have the right to audit the books, records, and accounts of PENN CREDIT as they pertain to this Agreement. PENN CREDIT shall keep such books, records and accounts as may be necessary in order to record complete and accurate entries related to this Agreement. PENN CREDIT shall preserve and make available, at reasonable times for examination and audit by the Clerk, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or for a minimum period of three (3) years after termination of this Agreement, if the Public Records Act is not applicable. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Clerk to be applicable to PENN CREDIT 's records, PENN CREDIT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PENN CREDIT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for the Clerk's disallowance and recovery of any payment upon such entry.

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In the event that PENN CREDIT's disaster recovery plan is activated, PENN CREDIT shall notify the Clerk's Chief Technology Officer immediately, but no longer than 24 hours after the plan's activation. The Clerk's Chief Technology Officer can be contacted at (954) 831-7079 or (954) 831 -5848.

12. **Nondiscrimination.**

PENN CREDIT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. PENN CREDIT agrees to furnish the Clerk with a copy of its Equal Employment Opportunity and Anti-Discrimination, Retaliation, and Harassment policies. Should these policies change, PENN CREDIT agrees to supply the Clerk the amended policies within 60 days after implementation. Should the Equal Employment Opportunity Commission or state equivalent determine that PENN CREDIT employee experienced discrimination, harassment or retaliation, and that employee worked on case files of the Clerk, PENN CREDIT shall notify the Clerk within 30 days of receipt of said determination.

13. **Public Entity Crime Act.**

(a) PENN CREDIT represents that the execution of this Agreement will not violate the Public Entity Crime Act (section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from

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the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from the Clerk's competitive procurement activities.

(b) PENN CREDIT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether PENN CREDIT has been placed on the convicted vendor list.

14. **Independent Contractor.**

PENN CREDIT is an independent contractor under this Agreement. Services provided by PENN CREDIT pursuant to this Agreement shall be subject to the supervision of PENN CREDIT. In providing such services, neither PENN CREDIT nor its agents shall act as officers, employees, or agents of the Clerk. This Agreement shall not constitute or make the parties a partnership or joint venture.

15. **Third Party Beneficiaries.**

Neither party to this Agreement intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

16. **Assignment and Performance.**

(a) This Agreement shall not be subcontracted, assigned, forwarded or outsourced in part or in full.

(b) PENN CREDIT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the Clerk's satisfaction for the agreed compensation.

(c) PENN CREDIT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PENN CREDIT 's performance

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and all interim and final product(s) provided to or on behalf of the Clerk shall be comparable to the best local and national standards.

17. **Contingency Fee**.

PENN CREDIT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PENN CREDIT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for PENN CREDIT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Clerk shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18. **Compliance with Laws**.

Each Party shall comply with all applicable federal, state and local laws, rules and regulations, or code of ethics, as the same exist and may be amended from time to time, including, but not limited to, all applicable performance standards required by the Florida Clerks of Court Operations Corporation.

19. **Severance**.

In the event that a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

20. **Joint Preparation**.

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

21. **Applicable Law and Venue**.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any disputes arising out of this Agreement shall be set in Broward County, Florida.

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22. **Amendments.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality of this Agreement and executed by the parties hereto.

23. **Multiple Originals.**

This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

24. **Prior Agreements.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

25. **Non-Solicitation.**

Each party agrees that it will not solicit for hire nor hire any of the other party's employees for the duration of the Agreement, including any extensions or renewals thereof, and for 2-years thereafter, except for positions advertised to the general public. Notwithstanding anything in this Agreement to the contrary, a party violating these provisions shall be liable to the other for the greater of (a) actual damages, including the cost of replacing and training a new employee, or (b) the highest amount of monthly wages, commissions and other remuneration (excluding reimbursed expenses) paid to the employee in the preceding six months, times twelve.

* * *

THIS SPACE IS INTENTIONALLY LEFT BLANK.

* * *

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26. **Debts Just and Owing.**

The Clerk represents that to the best of its knowledge, every account referred will be a just debt due and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The Clerk further represents that to the best of its knowledge, every account referred will contain accurate information, including information regarding the identity of the debtor and the balance of the account.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

CLERK OF COURTS:	PENN CREDIT CORPORATION:
Name: Brenda D Forman	Name: Thomas Foley Jr.
Signature: Brenda D Forman	Signature:
Title: Clerk of Court Broward County	Title: COO
Date: 8.27.18	Date: 9/5/18

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Exhibit A

REQUEST FOR LETTERS OF INTEREST
RLI #2018-001

COLLECTION SERVICE FOR COURT ASSESSMENTS

BRENDA D. FORMAN
Clerk of the Circuit and County Courts



BROWARD COUNTY 17TH JUDICIAL CIRCUIT OF FLORIDA
201 SE 6th Street
Purchasing Division, Room 265
Ft. Lauderdale, FL 33301
(954) 831-6399 phone
(954) 831-5658 fax

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REQUEST FOR LETTERS OF INTEREST
CLERK OF COURTS

COLLECTION SERVICE FOR COURT ASSESSMENTS
RLI # 2018-001

NOTICE IS HEREBY GIVEN: The Clerk of Courts is accepting sealed proposals from qualified bidders at 201 S.E. 6th Street, Room 265, Fort Lauderdale, Florida 33301 for

COLLECTION SERVICES FOR COURT ASSESSMENTS

QUESTION DUE DATE: April 13, 2018 (Noon, 12:00 pm)

PROPOSAL DUE DATE: April 20 , 2018 (Noon,12:00 pm)

For additional information contact:

Karen Joiner
Purchasing Manager
(954) 831-6399 - Fax (954) 831-5658
kjoiner@browardclerk.org

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CLERK OF COURTS
201 S.E. 6th Street Room 265
Fort Lauderdale, FL 33301
(954) 831-5657

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on designated service, please return designated form to the above address immediately. If designated statement is not completed and returned, your company may be deleted from the Clerk of Courts Bidders' list for designated service.

We, the undersigned, have declined to submit a proposal on the requested service for
RLI # 18-001, Collections Services for the Clerk of Courts:

COLLECTIONS SERVICES FOR BROWARD COUNTY CLERK OF COURTS

For the following reason(s):

_____ Bidder has insufficient time to respond to the REQUEST FOR LETTERS OF INTEREST

_____ We do not offer designated service.

_____ Bidder's schedule does not permit it to perform.

_____ Bidder is unable to meet bond/insurance requirements.

_____ Bidder is unable to meet proposal specifications.

_____ The specifications are unclear (explain below).

_____ The bidder requests removal from the vendors list for designated service.

_____ The reason is not listed (please specify below).

Remarks:

Company name: _____

Signature: _____

Telephone: _____ Date: _____

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RLI # 2018-001

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SECTION I - REQUEST FOR PROPOSALS

The Clerk of the Courts for Broward County, Florida, hereinafter, referred to as Clerk, invites qualified bidders to submit Letters of Interest, Statements of Qualification and Experience for consideration to provide services on the following project:

COLLECTION SERVICE FOR COURT ASSESSMENTS

SPECIAL INSTRUCTIONS & BACKGROUND INFORMATION:

A. PURPOSE:

Brenda D. Forman, Clerk of Courts (the Clerk), wishes to establish a contract with a professional collection agency to perform debt collection services for delinquent court debts. The Clerk is committed to improving the quality and consistency of justice by ensuring compliance with court orders and hearing officers' decisions. The Clerk wishes to send a clear message that a judicial order involving a financial obligation cannot be ignored.

BACKGROUND INFORMATION: The 17th Judicial Circuit (Broward County, Florida) handles various types of cases. Fines and several types of fees and costs are assessed on these cases. Unpaid debts are a source of concern for the Clerk since those debts represent lost revenue. The Clerk has devoted resources to enhance these collections and hired a collection agency to collect delinquent court debts, which may include traffic, misdemeanor, felony, boating, fishing, and Tri-Rail cases; public defender/special public defender fees; and civil, probate and juvenile case filing fees. Other court related debts identified by the Florida legislature may also be considered for collection services.

The court cases selected for collection activity include non-probationary defendants who have been to court and failed to pay their assessed fines, fees or costs. Debtors who have an insufficient address may have other information that would be beneficial for locating them, such as date of birth, social security number, driver license number, and birth city or birth state. These debts will be transmitted to the collection agency in electronic batches and may include cases several years old.

Tickets issued for traffic infractions involve minor traffic violations handled by the county court. A court order or Florida statute establishes the fine amount; however, a court appearance is not required in most cases. If the offender appears in court and is found or pleads guilty, a traffic hearing officer or judge imposes the fine and costs. An offender may pay the fine by mail, in person at one of the four satellite courthouses in Broward County or a designated Department of Highway Safety and Motor Vehicle office, over the phone with a credit card, or over the Internet. If a court appearance is not set and the fine is not paid by a certain date, the offender's driver license is suspended. Additionally, the offender will not be able to obtain or renew a vehicle license tag.

Criminal traffic violations, such as a suspended driver license, require a court appearance in the county court. A judge imposes the fine, fees and court costs. If the amount due is not paid, the offender's driver license is suspended. Additionally, the offender will not be able to obtain or renew a vehicle license tag.

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On unpaid traffic charges, the Clerk sends a D6 or Request for License Suspension to the Florida Department of Highway Safety and Motor Vehicles (DHSMV) in Tallahassee. The DHSMV sends a notice of suspension to the offender. If the address is incorrect on the DHSMV notice, the offender may not receive it. In some instances where the offender has an out-of-state driver license, notice is sent to that state and the license may be suspended in that state.

Misdemeanor crimes and municipal and county ordinance violations, for the most part, require a county court appearance, although some violations are payable without a court appearance.

Felony crimes require a circuit court appearance and any amounts due are imposed by the presiding judge.

The collection agency receives the necessary information from the Clerk's Technology Division through an ASCII file using an FTP (file transfer protocol) process. The type of cases assigned for collection services will vary in age and amount due. The vendor must be flexible and work with the Clerk to achieve the most cost effective collections method possible. These debts may be recorded but are not secured. There shall be no guarantee of the number of cases placed, their ages, or their balances. The Clerk shall determine which cases are to be assigned for collection services.

Pursuant to Florida statute, the Clerk will add a collection fee to the current amount due. Because the Clerk is required to collect and disburse funds pursuant to statute, the gross amount, which includes the collection fee, the collection agency receives to satisfy the debt must be forwarded to the Clerk. The Clerk will then disburse the statutory amounts to the appropriate governmental entities.

B. SUBMISSION DEADLINE

Sealed proposals shall be delivered during the Clerk's normal business hours in a sealed envelope and addressed to the Broward County Clerk, 201 SE 6th Street, Room 265, Fort Lauderdale, Florida 33301 (the Broward County central courthouse) no later than **April 20, 2018, 12:00 PM (noon)**. Proposals will not be accepted after the deadline. Bidders are responsible for making certain that their proposal is received at the location specified by the due date and time. The Clerk is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The Clerk's normal business hours are Monday through Friday, 8:00 am through 3:30 pm excluding holidays observed by the Clerk.

C. POINT OF CONTACT

For information concerning procedures for responding to designated solicitation, contact Purchasing Manager Karen Joiner by email at kjoiner@browardclerk.org. Such contact shall be for clarification of bidding processes only.

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SECTION II – SPECIAL TERMS AND CONDITIONS

2.1 ADDENDA, CHANGES, AND INTERPRETATIONS

Requests for clarification, modification, interpretation or changes to a proposal or bid specification must be received prior to the question and answer deadline. Requests received after the designated due date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question and answer period and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the Clerk as a separate addendum to the RLI. Under no circumstances shall an oral explanation given by any Clerk's staff be binding upon the Clerk and may not be relied upon by the bidder to satisfy any condition of the bidding process or specification. All Clerk issued addenda to a bid are a part of the competitive solicitation documents and each bidder will be bound by such addenda. Bidders are solely responsible for reading and comprehending all Clerk issued addenda.

2.2 CHANGES AND ALTERATIONS

Bidders may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications to a bidder's submission will be allowed. Modifications to a bidder's proposal shall not be allowed following the proposal deadline.

2.3 BIDDER'S COSTS

The Clerk shall not be liable for any costs incurred by bidders in responding to this RLI.

2.4 INVOICES/PAYMENT

The Clerk will accept invoices for payment of services no more frequently than once per month. Each invoice shall fully detail the single amount to be paid for the collection services for the month and include a reconciliation of those cases in which payment for services is requested. The process for the monthly invoice reconciliation must comply with the Clerk's technical and accounting specifications. Payment will be made within forty-five days after receipt of an invoice acceptable to the Clerk, in accordance with the Florida Local Government Prompt Payment Act. If at any time during the contract, the Clerk shall not approve or accept the collection agency's work product and agreement cannot be reached between the Clerk and the collection agency to resolve the problem to the Clerk's satisfaction, the Clerk shall negotiate with the collection agency on a payment for the work completed and usable to the Clerk.

2.5 RELATED EXPENSES/TRAVEL EXPENSES

All costs for the collection services are to be included in your proposal. The Clerk will accept only those costs that have been disclosed or requested in the bidder's proposal.

2.6 MISTAKES

The bidder is solely responsible for understanding the requirements contained in this RLI. The submission of a proposal shall be prima facie evidence that the bidder has full knowledge (1) of the scope, nature, and

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quality of the work to be performed; (2) the detailed requirements of the specifications; and (3) the conditions under which the work is to be performed as contained in this RLI. Failure to understand the requirements of the collection services being requested will not relieve the bidder from liability and obligations as specified in this RLI.

2.7 ACCEPTANCE OF PROPOSALS/MINOR IRREGULARITIES

2.7.1 The Clerk reserves the right to accept or reject any, all, or parts of proposals which do not make the proposal conditional in nature. A minor irregularity shall be defined as a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other bidders, or does not affect the fundamental fairness of the solicitation process. The Clerk also reserves the right close the bidding process and to reissue a new RLI.

2.7.2 The Clerk reserves the right to disqualify any bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder.

2.8 RESPONSIVENESS

In order to be considered as a responsible bidder, a bidder shall be fully capable of meeting all of the requirements of the solicitation and subsequent contract, shall be fully capable, including financial and technical capabilities, of performing as contractually required, and shall be fully capable of documenting the ability to provide good faith performance.

2.9 MINIMUM QUALIFICATIONS

Bidders shall demonstrate business relationships with governmental agencies and must possess sufficient financial support, equipment and organization to ensure that collection agency can satisfactorily perform the services required under this RLI if awarded a contract. Bidders must demonstrate that the collection agency, or the collection agency principals, have successfully provided collection services with similar magnitude to those specified in the RLI's scope of services to at least one entity similar in size and complexity to the Clerk or can demonstrate that the collection agency has the experience with public sector clients and the managerial and financial ability to successfully perform the requested work.

2.9.1 The bidder or principals shall have no record of judgments, pending lawsuits against the Clerk or criminal activities involving moral turpitude and shall have no conflicts of interest.

2.9.2 The bidder and those performing the work must be appropriately licensed and registered in the State of Florida.

2.10 INSURANCE REQUIREMENTS

2.10.1 WORKERS' COMPENSATION: Coverage shall apply to all employees for statutory limits in compliance with applicable state and federal laws. The policy must include the employer's liability with a minimum limit of $1,000,000.00 for each accident or incident.

2.10.2 COMPREHENSIVE GENERAL LIABILITY: The entity shall have minimum limits of

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$1,000,000.00 per occurrence combined single limit for bodily injury liability, property damage liability and contractual liability endorsement.

2.10.3 BUSINESS AUTO POLICY: The entity shall have minimum limits of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. Designated automobile or other transport vehicles shall include owned vehicles, hired and non-owned vehicles and employee non-ownership vehicles.

2.10.4 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE COVERAGE POLICY: The entity shall have minimum limits of $1,000,000.00 per occurrence professional liability (errors and omissions) insurance.

2.10.5 SPECIAL REQUIREMENTS: An appropriate hold harmless clause shall be included in the contract.

Insurance policies meeting the requirements herein identified shall be maintained for the term of the agreement. Renewal certificates shall be sent to the Clerk 30 days prior to any expiration date. There shall also be a 30 day notification to the Clerk in the event of a cancellation or modification of any stipulated insurance coverage.

The bidder shall insure that all subcontractors/bidders comply with the same insurance requirements that the bidder is required to meet. Failure to satisfy this requirement constitutes an irrevocable right for the Clerk to immediately terminate an agreement with the collection agency resulting from this RLI.

The bidder will name the Clerk's office as an additional insured under all required policies.

All required insurance policies shall be based on occurrence and not based on claims made.

Certificates of insurance meeting the required provisions shall be sent to

BROWARD COUNTY CLERK OF COURTS
PURCHASING DIVISION, ROOM 265
201 S.E. 6th STREET
FT. LAUDERDALE, FLORIDA 33301

2.11 SELECTION PROCESS

A Selection/Negotiation Committee (SNC) will be responsible for recommending the most qualified bidder. It is anticipated, but not absolutely required, that the process for the designated procurement under this RLI will proceed in the manner described below. The Clerk's selection of the most qualified bidder may not necessarily follow the SNC's recommendation, as the Clerk retains absolute discretion in the selection process.

2.11.1 REVIEW OF WRITTEN SUBMITTALS: Each bidder shall submit evidence of its capability to provide the services required for the designated services. Any proposed selection criterion may be used by the SNC to prepare a matrix of responses. Any selection matrix used as a tool by the SNC in evaluating a bidder's written submittal or in making its decision for short

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listing is within the sole discretion of the SNC. Each short listed bidder will be contacted in a manner designated by the Clerk to advise bidders of the date and time for any presentations or interviews.

2.11.2 The Clerk will not consider oral communications which vary the terms of the submittals prior to the conclusion of the SNC's shortlisting of bidders. All questions seeking clarification of this RLI must be submitted in writing by email to the purchasing manager in a timely manner to permit the Clerk's SNC to prepare a formal answer. Likewise, all responses to this RLI must be submitted by the due date. No exceptions to or extensions of the RLI due date will be granted.

2.11.3 PRESENTATIONS AND INTERVIEWS: The SNC may choose to recommend a bidder based solely on the responses to this RLI. If the SNC determines that a presentation and interview is necessary to make its recommendation to the Clerk, then the SNC will provide to the bidders a list of the subjects for discussion. Each short listed bidder will be given equal time to make a presentation; however, any question-and-answer times following a presentation may vary. Based upon any factors the SNC determines to be appropriate to the selection process, the SNC will recommend the winning bidder(s) to the Clerk for her consideration.

2.11.4 CANCELLATION OF PROJECT: Subject to the Clerk's approval, the SNC may choose to cancel this collection services project and/or recommend rejecting all submitted proposals.

2.11.5 CONFIDENTIAL & PROPRIETARY: Records of the Clerk's office are subject to Chapter 119, Florida Statutes, and all related public records law. No response submitted to the RLI will be accepted by the Clerk if it contains a statement declaring any of the documents submitted to be confidential and proprietary unless a specific exemption from the public records law exists and the exemption is cited in the response to the RLI.

2.11.6 GOVERNING LAW/POLICY: Interested vendors agree that any resulting contract between the bidder and the Clerk's office shall be governed by the laws of the State of Florida, and the venue for any legal action arising thereto will be Broward County, Florida. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a bidder or contract with a public entity, and may not transact business with the Clerk for a period of 36 months from the date of being placed on the convicted vendor list. Interested vendors agree to comply with the Clerk's policy on lobbying.

2.11.7 CONE OF SILENCE: At the time of short listing bidders in the designated RLI process, a cone of silence will be imposed. A designated cone of silence means the following: after the short listing process, potential vendors and their representatives are substantially restricted from communicating regarding this RLI with any Clerk's staff or any person appointed by the Clerk to evaluate or recommend bidder selection. The cone of silence terminates when the Clerk takes action which ends the solicitation.

2.11.8 NO CONTINGENCY FEES: By responding to this RLI, bidders warrant that they have not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the bidder, to secure an agreement pursuant to this RLI. For breach

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or violation of this provision, the Clerk, at the Clerk's sole discretion, shall have the right to reject a bidder's response or to terminate without liability any agreement awarded to a bidder or to deduct from any agreement price or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

2.11.9 CLERK'S RIGHT TO REJECT LETTERS, TO DEMAND ADDITIONAL INFORMATION, AND TO USE UNSUCCESSFUL PROPOSALS: The Clerk retains the absolute right to reject any or all letters, to request additional information (the failure to provide such additional information may be considered a basis for rejecting a letter), to retain letters, and to use any ideas contained in them. The Clerk is not obligated in any manner to reimburse bidders for costs incurred in connection with responding to the RLI.

RLI SUBMISSION

Interested bidders should submit 5 total copies of all materials which indicate their qualifications to:

Brenda D. Forman, Clerk
Broward County Clerk of Courts
Purchasing Division, Room 265
201 SE 6th Street
Fort Lauderdale, FL 33301

Submittals MUST BE RECEIVED by the Purchasing Manager no later than 12:00 PM (noon), April 20, 2018.

ELECTRONICALLY TRANSMITTED, LATE OR MISDIRECTED SUBMITTALS WILL NOT BE ACCEPTED.

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SECTION III – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

1.0 QUALIFICATIONS AND REQUIREMENTS

1.1 The bidder and/or owners must have been in the collection business for a minimum of five years. Circuit and county court collection experience is required.

1.2 The bidder's collection personnel devoted to the Clerk's receivables shall be experienced, qualified, and competent.

1.3 The bidder must provide a list of five courts for which collection services were provided and include the type of collections performed for those courts.

1.4 The bidder must have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the contract. Two of the bidder's most recent audited financial reports and an organizational chart to the extent allowed by Florida law must be submitted. (The bidder may request in writing that any financial report be kept confidential.)

1.5 The bidder must demonstrate sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection.

1.6 The bidder must demonstrate how it complies with the Fair Debt Collections Practices Act with the knowledge the FDCPA does not apply to governmental collections.

1.7 The bidder must demonstrate ability to effect collections in all 50 states, U.S. territories and commonwealths and Canada.

1.8 The bidder must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

1.9 The bidder must have credit bureau reporting capability if authorized by the Clerk. The bidder must provide the names of the credit bureaus used and the process for entering and removing court debt.

1.10 The bidder must provide a list of all office locations and states in which it is licensed or bonded.

1.11 The bidder must demonstrate ability to handle data processing needs including FTP (file transfer protocol) transactions in a fixed ASCII format by providing technical specifications of current processes.

1.12 The bidder must have ACH or wire transfer capability.

1.13 The bidder must demonstrate the ability to provide all report requirements as specified in Section VIII by providing examples of current reporting to clients and the method(s) used to report collections information to clients.

1.14 The bidder must submit documentation of American Collectors Association International (ACA) or other state and national trade association memberships.

1.15 The bidder must report any changes in the organization's ownership to the Clerk within thirty days of said change from the date of the RLI submission through the term of the collections agreement.

1.16 The bidder must provide current samples of collection notices and/or mailers used for governmental and/or court collections.

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1.17 The bidder must provide information on any municipal, county, state, or federal investigation, lawsuit, claim, bankruptcy, or challenge as to the bidder's owners, partners, or corporate officers during the past three years that might have a material impact on the organization's ability to continue functioning as a debt collector or might have a material impact on said owner, partner, or corporate officer, including, but not limited to, any civil or criminal penalties.

1.18 The bidder must provide detailed description of its collection techniques, activities, and internal quality assurance to ensure desired collection performance.

1.19 The bidder must provide a summary, table, or graph by court case type (for example, civil traffic, misdemeanor, felony, etc.) showing prior effectiveness of collection services; such summary shall include (1) an average percent of debt collected in the last three years on a per client basis; (2) the recovery rate of the dollar amount placed versus the actual dollars collected on a per client basis; (3) the average age and balance of accounts on a per client basis; and (4) the turnover rate (days outstanding from placement to full payment) on a per client basis for at least five clients.

1.20 The bidder must demonstrate an understanding of the nature and scope of the Clerk's program as contained in Section VIII – "Specifications for Services," by providing appropriate work flow model(s) of the collections services offered, from day of debt placement to full collection.

1.21 The bidder may describe any other optional services it would be willing to provide to the Clerk.

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SECTION IV

1.0 SPECIFICATION FOR SERVICES

Within this section, the terms "account" or "debt" mean the same as "case" or "citation." The specifications will include, but are not limited to, the enumerated items below. A response to each of the following specifications is expected in the RLI response; for example, a response of "the vendor agrees to the specification" or "the vendor has the specified ability" may be appropriate for some of the enumerated specifications. Vendors may add information in their responses to provide clarity or scope regarding any enumerated specification.

1.1. The collection agency must undertake within 24 hours of receipt of assigned debts the collection of those assigned debts, without regard to type, age or balance of account, through whatever means approved by the Clerk. These means may include, but are not necessarily limited to, collection letters, skip tracing, telephone calls, utility service checks, and credit bureau inquiries and reporting if so authorized.

1.2. The collection agency may take no legal action against any debtor on behalf of the Clerk without the Clerk's prior written approval.

1.3. The collection agency must institute any method specified by the Clerk for safeguarding the rights of individuals subject to collection. All practices must comply with state and federal consumer and collection practice laws as applicable. Although the FDCPA does not apply to designated type of collection, the bidder must follow the spirit of the FDCPA. Likewise, the spirit of all truth and lending laws must be followed.

1.4. The collection agency must stop all collections activity immediately when notified by the Clerk to cancel accounts. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collections.

1.5. The collection agency will not be allowed to settle any accounts for less than the amount indicated by the Clerk.

1.6. The collection agency must advise debtors, when applicable, that bankruptcy does not discharge an individual debtor from any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit. Government fines or penalties are not dischargeable. See 11 USC 523(a) (7).

1.7. The collection agency must be able to effect collections in all 50 states, U.S. territories or commonwealths and Canada. The collection agency must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

1.8. The collection agency may not make changes to the content, verbiage, and/or format of any written notification without the Clerk's prior approval. With the collection agency's assistance, the Clerk will provide the content, verbiage and format of all written notifications to the debtor.

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1.9. The collection agency must provide at no cost to the Clerk all collection agency computer programming, collection agency ACH or wire transfers, and collection agency systems development or updates. Likewise, the collection agency may not charge the Clerk for copying, faxing, and postal charges of any kind which the collection agency may incur as a result of this RLI or the collections agency's collections processes.

1.10. The collection agency shall deposit to the Clerk's designated bank account on a daily basis by an ACH process or a wire transfer, the gross amount of payments the collection agency receives from the assigned debts. The daily deposit amount must correspond to a reconciled report pursuant to paragraph 3.3 below (see Required Reports and Files section below). Check payments from debtors may be held by the collection agency for a period specifically agreed upon by the Clerk.

1.11. The collection agency must provide the case number for each payment received and reported to the Clerk.

1.12. The collection agency is fully responsible for any check payment received, processed and reported by the bidder that is later returned for insufficient funds. The dishonored check payment becomes a collection item for and is the full responsibility of the collection agency. The Clerk under no circumstances will adjust the debt, and the Clerk will not issue a refund to the collection agency for the funds transmitted on that debt to the Clerk. The dishonored check shall not be commingled with the remaining debt balance, if any.

1.13. The collection agency must inform debtors to make remittances payable only to the collection agency. The collection agency may accept credit card payments; however, the collection agency may not assess charges to the Clerk for the acceptance of credit card payments. Nor shall the Clerk be financially responsible for any credit card payments the collection agency accepts that result in credit card disputes or credit card charge backs.

1.14. The collection agency shall immediately advise any defendant who is concerned about getting a driver license reinstated or a capias/warrant canceled to pay the Clerk directly. The Clerk's Felony, Traffic and Misdemeanor divisions will accept credit card payments and personal checks. The collection agency will receive credit for the payment unless the payment was received within ten calendar days of the debt placement. The payment will appear on a report from the Clerk. (See Required Reports and Files section below.)

1.15. The collection agency, its employees and agents shall perform as independent contractors and shall not be deemed as agents, representatives or employees of the Clerk. The collection agency shall not represent itself as the Clerk or as a deputy clerk under any circumstances.

1.16. The collection agency shall not subcontract, assign, forward or outsource any portion of a contract with the Clerk resulting from this RLI.

1.17. The collection agency shall hold confidential all information acquired during the performance of a contract with the Clerk resulting from this RLI and shall not be open to public examination for any purpose except as provided by law. As required under the Florida statutes and any other applicable laws and regulations, social security numbers and bank accounts numbers are confidential and must be stored in a manner to prevent access by unauthorized persons. The collection agency shall assume sole

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responsibility for the safety and security of all confidential information, as defined by the Florida statutes or any other applicable laws and regulations, that has been provided by the Clerk or the Clerk's designated staff to the collection agency.

1.18. The collection agency or its agent shall not produce or otherwise use the products of a contract resulting from this RLI without the written consent of the Clerk. The Clerk retains all rights to all data, reports, programs, designs and other results arising from such contract. The Clerk reserves first publication rights to any products arising from such contract, and the Clerk may place the products in the public domain without the permission of the collection agency. Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Florida Public Records Act), by the collection agency to the materials produced in connection with such contract. Failure by the collection agency to abide by the provisions of the Florida Public Records Act may result in the immediate termination of any contract resulting from this RLI.

1.19. The collection agency shall verify any payment or balance information with the Clerk only (Section 5.0, paragraph 5.1). At no time shall the bidder accept information supplied by a debtor or any other source as evidence to support a payment or an account balance. Any disputes between the collection agency and the debtor regarding amounts owed must be resolved with the Clerk or the Clerk's designated staff only.

1.20. The collection agency shall provide the Clerk with a copy of all letters of complaint involving the agency's collection practices within ten days of receipt of said complaint. The collection agency must explain in writing to the Clerk what action was taken to achieve an acceptable resolution with the debtor.

1.21. The collection agency must attempt to collect the full balance due. The Clerk or the Clerk's designated staff will programmatically disallow the payment of a collection fee on any case that shows a remaining balance due on the placed debtor for a placed debt that is only partial paid, including any assessment for placing the debt with the collection agency.

1.22. The collection agency will not charge the Clerk if the collection agency is unable to recover moneys on accounts assigned. Additionally, no adjustments to the collection agency's collection fee will be made during the term of a contract resulting from this RLI.

1.23. The collection agency is solely responsible for all usual and customary costs incurred as a result of collecting accounts. Any costs for the automation of equipment; for computer programming; for installation of data lines; for printing, postage and associated equipment costs; and for other similar and associated costs will also be borne by the collection agency.

1.24. The collection agency will not be paid a collection fee for adjustments or corrections made by the court or the Clerk on a placed debt in which the collection agency has received payment, including, but not limited to, those cases in which a fine is suspended or waived or a clerical error has been corrected. A collection fee will also not be paid on any subsequent assessments or payments made after the date the placed debt was paid in full, including, but not limited to, a subsequent assessment for a driver license reinstatement fee.

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1.25. The collection agency shall electronically report on a daily basis to the Clerk or the Clerk's designated staff, through data files in ASCII format via FTP or other electronic transmission method mutually agreed upon, the amount collected by case number.

1.26. The collection agency shall not be paid on any account for which a subsequent court action negates collection activity. The account shall be canceled and returned to the Clerk.

1.27. The collection agency will not be paid a collection fee for accounts paid prior to the debt placement (assignment) date or for payments received by the Clerk within the first 10 calendar days of assignment to the bidder.

1.28. The collection agency may be paid for payments that are later disallowed due to a judicial order. The Clerk will offset the collection fee amount disallowed from the next invoice payment due to the collection agency.

1.29. Payment of any collection fee is contingent upon full payment having been received and transmitted to the Clerk on placed debts. No collection fee will be paid on placed debts which are only partially paid. Any collection fee amount that shows as a discrepancy between the collection agency records and the Clerk records on collection fees owed shall be set-aside for payment and not be subject to the Florida Prompt Payment Act until both parties are afforded a full review of the case record and both parties mutually agree to a resolution on the collection fee.

1.30. The collection agency shall return all accounts to the Clerk regardless of payments made on placed debts or arrangements made if the contract resulting from this RLI is terminated. The Clerk will pay any collection fee due at that time. Upon termination of the contract, the collection agency will inform any debtors with whom it is dealing to make future payment(s) directly to the Clerk.

2.0 AGENCY/BIDDER/CLERK LIAISON

2.1. The collection agency will work with Clerk's staff to facilitate transmission of pertinent information between the Clerk and the agency. The collection agency must be able to receive and send data electronically. Most data being transmitted between the Clerk or the Clerk's designated staff and the agency will be by FTP.

2.2. The collection agency shall designate a project manager who will have responsibility for the collection agency performance and will be directly responsible for coordinating efforts with the Clerk or the Clerk's designated staff.

2.3. The collection agency shall have the ability to communicate with Spanish and Creole-speaking debtors.

2.4. The collection agency must provide for immediate telephone contact with the Clerk's collections project manager during the normal business hours of 8:00 a.m. to 5:00 p.m. (EST). A maximum of one-hour turnaround time for responses to the Clerk's inquiries is required.

2.5. The collection agency, upon request by the Clerk, shall provide a written response to all complaints received by the Clerk of any alleged unlawful or unethical actions taken by the collection agency

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and/or its agents to collect a placed debt. The response shall be provided by the collection agency project manager and shall be received by the Clerk within fifteen days of the Clerk's request.

2.6. The collection agency shall permit Clerk and the Clerk's designated staff the right to visit the collection agency offices and its agents periodically for inspection of the facilities and operations used in the performance of any work under a contract resulting from this RLI.

2.7. The collection agency shall allow the Clerk's auditor or the Clerk's designated staff at any time to audit or reasonably inspect any of the collection agency's activities or communications that relate to the contractual obligations arising from this RLI.

3.0 REQUIRED REPORTS AND FILES

3.1 The collection agency must provide at a minimum the reports outlined below and any other reports required to reconcile fully any placed debts and any payments received and transmitted on those placed debts.

3.2 An **acknowledgment report** must be sent to the Clerk or the Clerk's designated staff by electronic mail within two hours of the transmittal of placed debts. The acknowledgement report will verify that the collection agency has received the placed debts. The acknowledgement report must indicate the number of placed debts by type and the date the placed debts were received.

3.3 A **data file** in an FTP or other mutually agreed upon electronic format specified by the Clerk must be made available **daily** by the collection agency on its FTP server for retrieval by the Clerk or the Clerk's designated staff during dates and times designated by the Clerk or the Clerk's designated staff. Therefore, the collection agency must have an FTP server that is accessible to the Clerk or the Clerk's designated staff during non-business hours. The **data file** must contain, at a minimum, the case number, the amount paid, and the date paid of placed debts. The Clerk or the Clerk's designated staff will evaluate the **data file** to see if it matches the Clerk's records. Accordingly, the collection agency must accurately enter case numbers in the **data file** so that the Clerk or the Clerk's designated staff can process case and payment information accurately. Only one line item containing the required information for each case is acceptable. If more than one payment exists for the same case number, only one payment total for that case should be reported in the **data file.**

3.4 A **response file** will be sent to the collection agency the following day via FTP, or other mutually agreed upon electronic transfer, that contains which payments the Clerk accepted or rejected. For those payments the Clerk accepts, the collection agency must transfer the **GROSS** collected amount of the accepted payments to the Clerk's designated bank account(s) by ACH or wire transfer no later than the next business day. The rejected payments will be coded in such a way as to identify why they were not accepted.

3.5 The collection agency must be able to provide upon the Clerk's or the Clerk's designated staff's request a **monthly performance/activity report** which details each case assigned per month, the original balance of the placed debt by case, the date and amount of each payment by case number, and the remaining balance of the placed debt by case number. The collection agency must provide, at a minimum, a quarterly report that shows by case type the total amount of the placed debt by month and the total collected amount of the placed debt by month for all placed debts during the

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period of the contract arising from this RLI.

3.5 The collection agency must provide upon the Clerk's or the Clerk's designated staff's request a **monthly cancellation report** listing the accounts the bidder is no longer pursuing. The report must include the debtor name, each case number, the remaining balance and the reason the collection activity has ceased. If a debtor is deceased, a certified copy of the death certificate must accompany the cancellation report. The debtor's estate status and a probate case number, if any, should also be provided.

3.7 The collection agency must prepare a single **monthly invoice** for the collection fee. In addition to other information required by the Clerk, **monthly invoices** must indicate, at a minimum, the gross amount collected by case number, the entity to whom the payment was made (the Clerk or the collection agency) and the collection fee for those cases based on the contracted price. Each invoice must also contain the defendant's name and case number and an invoice number associated with it that designates the type of collection it represents (for example, traffic, felony, etc.)

3.8 If placed debts are handled from more than one office location, the collection agency will provide one consolidated invoice only for all collection types. Electronic invoices are to be sent to a designated e-mail address as established by the Clerk or the Clerk's designated staff.

3.9 To the extent necessary to fulfill the terms of an agreement between the Clerk and the vendor arising from this RLI, invoices and other materials needed for payment must be in a media and format as designated by the Clerk or the Clerk's designated staff. Invoices must be received by the Clerk's office no later than five business days following the end of the preceding month. Any financial report, including both daily and monthly reporting sent to the Clerk, must be in an electronic format acceptable to the Clerk or the Clerk's designated staff.

3.10 The Clerk or the Clerk's designated staff may change the requirements for and contents of reports as needed. Other reports including, but not limited to, collection rates and aging reports may also be required. The Clerk or the Clerk's designated staff will specify to whom such reports shall be delivered. The collection agency will work with the Clerk to insure reports can be electronically retrieved and viewed using existing Clerk software.

3.11 Adjustments to the processes described herein as required by changes in law, court rule or implementation of other Clerk hardware or software devices or services will be developed and implemented at the Clerk's request at no cost.

4.0 ANTICIPATED VOLUMES

4.1 No minimum volume of accounts will be guaranteed. Volume will be driven by the success of collections and the availability of accounts. The Clerk will determine the number of cases and which cases will be sent to the bidder. If available, the anticipated volume of accounts may be requested by case type.

4.2 The amounts due on court cases assigned to the collection agency will vary based upon judicial ruling on individual cases, existing legal mandates, and any changes in law regarding assessments.

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4.3 Designated proposals to this RLI may result in a multiple award contract at the discretion of the Clerk only.

4.4 No adjustments to the collections fee will be permitted during the term of a contract arising from this RLI, including any renewal periods.

5.0 CLERK'S RESPONSIBILITIES

5.1 The Clerk will designate a contract administrator or collections manager for the contract period or identify an electronic e-mail address or electronic mail box for communications between the Clerk or the Clerk's designated staff and the collection agency. The Clerk's designee will be the primary liaison for day-to-day interactions with the bidder.

5.2 The Clerk or the Clerk's designated staff will provide to the bidder any required and available information about the debtor when the case is assigned. For certain court cases, designated information may include case number, citation number (if available), full name, date of birth, social security number, sex, race, driver's license number and state, address, telephone, birth city and state, and account balance. For other court cases, debtor information will be provided based on its availability as found exclusively in the case record. All debtor information will be provided via FTP or other mutually agreed upon electronic transmission to the collection agency in a fixed ASCII format or other format integrates with the Clerk's financial reporting systems.

5.3 The Clerk or the Clerk's designated staff shall notify the collection agency when collection action is to be canceled and placed debts returned and whether such cancellation or return is temporary or permanent.

5.4 The Clerk or the Clerk's designated staff will electronically transmit to the collection agency by FTP, or other mutually agreed upon electronic transmission, a daily transaction adjustment file to placed debts containing the case numbers and the new amount due.

5.5 Upon the assignment of placed debts to the collection agency, the Clerk or the Clerk's designated staff will not be expected to provide any further assistance in the collection of these debts.

5.6 The Clerk reserves the right to change any portion of the work outlined herein if required by federal law, state law, county ordinances, court orders, Clerk policies, administrative resolutions or administrative policies that mandate such change.

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Exhibit B

PennCredit

916 South 14th St. • Harrisburg, PA 17104

April 17, 2018

Brenda D. Forman
Clerk of the Circuit and County Courts
Broward County 17th Judicial Circuit Court of Florida
201 SE 6th Street
Purchasing Division, Room 265
Ft. Lauderdale, FL 33301

Dear Clerk Forman:

Penn Credit appreciates the opportunity to continue to demonstrate our experience and credentials to the Broward County Clerk of Courts. We have provided government collection services since our inception in 1987, and we have maintained a government collection presence in Florida since 1995. Since beginning our service as a collection vendor to the Broward County Clerk's Office in 2015, Penn Credit's total collections have exceeded $10 million.

With 30 years of government collections under our belt, Penn Credit has developed extensive experience serving hundreds of court and government jurisdictions. Our understanding of the challenges and opportunities surrounding the collection of court debts will enable us to continue maximizing recoveries while providing a superior level of customer service. In addition to serving the Broward Clerk's Office, we collect for 32 other Florida Clerks of Court and 50 city and county governments in Florida. Such clients include, but are not limited to, the Clerks of Court for the counties of Miami-Dade, Palm Beach, Orange, Hillsborough, Pinellas, Osceola and Duval.

Furthermore, Penn Credit has an extensive municipal client base in South Florida. We provide collection services to the Cities of Ft. Lauderdale, Hollywood, Plantation, Pompano Beach, Miami and West Palm Beach.

Supplementing our extensive court collections experience, Penn Credit will continue to provide the following benefits to the Broward County Clerk of Courts:

- ***Commitment to Respecting the Defendant***: Accreditation with the Better Business Bureau and utilization of the latest contact center voice analytics technology, *CallMiner*
- ***Industry Leading Data Security & Technology:*** Maintains PCI-DSS compliance and is SSAE18 SOC1 & SOC 2 audited by third parties
- ***FUSION Collection Platform & Data Exchange***: FUSION and its web-based client access portal were created by Penn Credit's programming staff and will exceed the Clerk's needs and requirements; Penn Credit will continue providing all requested reports and data files requested by the Clerk

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- ***Dedicated Florida-Based Liaisons***: Our South Florida based representative, Philip Mennell, possesses extensive Florida court collections experience, actively participates with FCCC, and will provide local client relations support/project oversight to the Clerk and her staff
- ***Privately Held with Stable Ownership***: A family owned firm that reinvests profits back into the company, not to public stockholders or private equity groups; the firm has never been sold and has no plans to sell
- ***Financially Sound:*** Consistent organic growth, listed on the Inc. 5000 feature of the fastest growing private companies in America for the second consecutive year; the Clerk can be confident that our firm has the resources and capital to execute this contract
- ***Active Industry Participation:*** Member of the collection trade association ACA International, including ACA's invite-only Committee of 100 and a founding member of the Institute for Collection Leadership (ICL)
- ***Prepared for Future Growth:*** Penn Credit is moving to a new, expansive corporate headquarters in May 2018

I thank you for the opportunity to respond to this RLI and look forward to your response. Please feel free to contact Rhett Donagher, Manager of Sales & Marketing, at 561-371-2937 or rhett.donagher@penncredit.com for any questions or clarification to our response.

Sincerely,

Richard S. Templin
President

AMERICAN OVERSIGHT

CONFIDENTIALITY NOTICE

Section 815.045 of the Florida Statutes excludes "trade secret information" from disclosure under public records law.

As such, Penn Credit has marked certain sections of this proposal as confidential and requests that they be withheld from public disclosure.

AMERICAN OVERSIGHT

QUALIFICATIONS AND REQUIREMENTS

1.1 The bidder and/or owners must have been in the collection business for a minimum of five years. Circuit and county court collection experience is required.

Penn Credit is a privately held national collection agency founded in 1987. We utilize the latest collection strategies, operating in strict compliance with all local, state, and federal laws to deliver superior collection results for our clients while maintaining positive relations with defendants and constituents. **Having served as a collection vendor for the Clerk since 2015 we are excited for this opportunity to continue our relationship with the Clerk.**

Our successful relationships have been built over the years by remaining focused on the needs of our clients. Through active participation with industry organizations, Penn Credit remains at the forefront of providing the latest collection products, technologies, and client support tools. Penn Credit maintains membership in ACA International, is PCI-DSS compliant, is SSAE18 SOC1 Type II audited, SOC 2 audited, and is accredited by the Better Business Bureau.

Why Penn Credit?

- *100% Veteran Owned*
- *30+ years of collections experience*
- *Member of ACA International*
- *Proprietary FUSION collection system*
- *Web-based client access portal*
- *Long-term FCCC supporter*
- *Robust compliance program*

BBB ACCREDITED BUSINESS

We have taken a forward thinking, proactive approach to compliance with Telephone Consumer Protection Act (TCPA) regulations and Consumer Financial Protection Bureau (CFPB) policies by making the investment in our CallMiner platform, our newest call analytics technology, as well as a robust compliance program which we have strengthened significantly through our recent transition to a brand new compliance software package, Compliance 360. We utilize the latest collection and data security technology available to the industry and our staff members are certified by ACA International.

PROJECT PLAN FOR THE BROWARD COUNTY CLERK OF COURTS

Penn Credit focuses on the current and future needs of our clients and customizes work plans that help us exceed their objectives and goals. Penn Credit has become a leading provider of court and government collection services through developing strategies and solutions for each individual client as follows:

- Reviewing and understanding the client's policies and procedures
- Developing a custom collection strategy to meet the client's goals
- Validating work expectations for local, state, and federal compliance
- Accommodating future client requirements

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Proprietary Collection System

Penn Credit's proprietary FUSION collection system is the core of our collections operation. FUSION provides our collections, payment processing, and support staff with superior efficiency, individual account insight, and the ability to fully customize individual modules. Once delinquent accounts are loaded into FUSION, our collection process commences with:

- Outbound phone contact using multiple dialing strategies
- Telephone Consumer Protection Act compliant cell phone calling programs
- Inbound contact center with extended evening and weekend hours
- Letter series customized to the Clerk's specifications
- Latest skip-tracing techniques to locate defendants (including our Waterfall process)
- Convenient payment options including over the phone and web based

PennCredit Fusion

What sets Penn Credit Apart from our Competitors:

- Current vendor for Broward County Clerk of Courts
- 30+ years experience collecting government debts
- Professional collection staff trained in Florida court debt collections, Penn Credit has 33 Florida Clerk of Court Clients
- Proprietary FUSION collection software developed and maintained in-house
- South Florida based staff for regular in-person meetings to evaluate trends, collection results, and program improvement based on joint review efforts and solutions
- Established corporate structure ensures effective communications between Penn Credit and the Clerk
- Convenient web-based Client Access Portal
- Contact center voice analytics through CallMiner

Highest Ethical and Compliance Standards

Penn Credit is proud of its hard-earned reputation in the collection services industry as a leading firm with the highest ethical standards and dedication to collection law compliance. As a national organization, we employ a full-time compliance department to ensure that all collection programs, strategies, services and use of technology are conducted within the limits set forth by Federal, State, and Local laws and the business rules of our clients.

Florida Client Relations Presence

Penn Credit's South Florida-based representative, Phil Mennell, will continue to be the local representative to the Clerk for the upcoming contract. Our CEO/Owner, Donald C. Donagher, Jr., is also a resident of South Florida and will be readily available to meet in-person with the Clerk and the Clerk's staff.

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Active Industry Participation

Penn Credit is an active member with **ACA International** (American Collectors Association) and our CEO/Owner, Donald C. Donagher Jr., is a member of ACA's invite-only Committee of 100. Further, Penn Credit is a founding member of the **Institute for Collection Leadership (ICL)**. This is an advocacy and think-tank organization for large collection agencies. Their activities and programs complement and support those of ACA International.

Penn Credit is a member and/or supports numerous government organizations and conferences, such as:

- **Florida Court Clerks and Comptrollers (FCCC)**
- Florida Parking Association (FPA)
- Government Revenue Collectors Association (GRCA)
- National Association for Court Management (NACM)
- Virginia Court Clerks' Association
- Pennsylvania State Association of Prothonotaries & Clerks of Courts
- Mississippi Justice Court Clerks
- Superior Court Clerks' Association of Georgia

Client Success Program

Penn Credit has experienced great success by adapting a proactive mindset to our client relations approach. Our Client Success Team includes an assigned Client Success Advocate, Client Relations Manager and Client Success Representatives. These individuals assist our clients with requests and inquiries while availing clients with access to regular dialogues regarding the quality of service they receive from Penn Credit.

Growth and Success

Penn Credit was recognized as a returning honoree in the 2017 Inc. 5000 list, a feature of the fastest-growing private companies in the United States. The Inc. 5000 list is ranked according to revenue growth over a three-year period. At Penn Credit, we see this as a testament not only to our financial stability and success in collections, but also our cohesive relations with clients and defendants alike.

Please visit our Inc. 5000 profile for extended information:
www.inc.com/profile/penn-credit

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COMMUNITY INVOLVEMENT

Penn Credit and our owner, Donand Donagher Jr., have made charitable **contributions in excess of $250,000** over the past five years to numerous charities and organizations throughout Florida. These groups promote animal protection, community service, arts, academia, and youth sports. Penn Credit is also a **strong supporter of local law enforcement** and has enabled several police department's to implement K-9 programs. Organizations in Florida and nationally include:

- Cleveland Clinic
- American Cancer Society
- Toys for Tots
- American Red Cross
- Habitat for Humanity
- Big Brother Big Sisters
- Scripps Prostate Research
- Charity Challenge (Orlando, FL)
- Moffitt Cancer Center
- Flagler Health Care Foundation
- SPCA of Brevard
- Brevard County Sheriff's Office
- Race For The Cure, Susan G. Komen®
- Lauren's Kids
- West Shore Regional Police Department (K-9)
- Silver Spring Twp. Police Department (K-9)
- Youth Recreation Association (Riviera Beach)
- Otis Anderson scholarship program (Palm Beach County)
- Penn State University
- Pinnacle Health Foundation
- Lehigh Valley Health, Philanthropy Office
- Susquehanna Health Foundation
- Heritage Valley Health System
- Diakon Lutheran Social Ministries
- Geisinger Health Foundation
- Mothers Against Drunk Driving (MADD)
- Mid Penn, Tee-Off Against Breast Cancer

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Please contact publicrecords@browardclerk.org for further information.

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1.2 The bidder's collection personnel devoted to the Clerk's receivables shall be experienced, qualified, and competent.

PROJECT TEAM

Penn Credit's project team is experienced and familiar with implementing collection solutions for government entities. As a current vendor for the Clerk we anticipate a seamless transition to a new contract with zero downtime or delay. After award, Penn Credit staff will communicate with the Clerk to review the existing data exchange process as well as report types and communication methods. Penn Credit's staff will meet as needed to ensure services are up to the Clerk's expectations and will remain available throughout the debt recovery process, prepared for and capable of addressing any needs the Clerk may have.

Donald C. Donagher, Jr., Chief Executive Officer

Mr. Donagher is a tremendously successful self-made entrepreneur who has been an active leader in all facets of the collection industry for more than 40 years. He is a member of ACA International's "Committee of 100", whose membership is comprised of the leaders of the top 50 collection agencies in the United States. Mr. Donagher is also a Founding Member of the Institute for Collection Leadership (ICL), an advocacy group for large receivables management firms.

Mr. Donagher has been the recipient of the Beacon Award and the Harry Strausser Jr. ACPAC Ambassador Award from ACA International, as well as the prestigious Dr. Martin Luther King Community Leader Award and the Mayor's Award for Distinguished Public Service from the City of Harrisburg (Pennsylvania). In addition to proudly serving his country and receiving an honorable discharge from the U.S. Army, Mr. Donagher received recognition countless times for his many entrepreneurial accomplishments and service as a Board member by Pennsylvania's Capital Regional Chamber of Commerce.

In his role as Chief Executive Officer, Mr. Donagher is responsible for establishing the strategic vision for Penn Credit and ensuring the company retains its strong leadership position in the collections industry.



Responsibilities

- Executive Liaison for the Clerk
- Authorized to bind agency contractually and make executive decisions related to contractual obligation

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Tom Foley, Chief Operating Officer

Mr. Foley has had a truly unique experience in his more than 30 years in the collection industry. He began his career with Penn Credit as an intern and successfully assumed a number of increasingly responsible positions that prepared him well for his present role as Chief Operations Officer. Over the course of his career Mr. Foley has gained extensive background and experience in managing a wide-variety of debt portfolios.

Mr. Foley is responsible for planning, prioritizing, organizing, coordinating, directing, and facilitating the day-to-day operational activities of Penn Credit's line operating departments and the actual attainment of all established business goals.



Responsibilities

- Authorized to bind agency contractually and make executive decisions related to contractual obligations
- Manages all skip tracing resources, call automation, call analytics and collection support vendors
- Analyzes and implements any unique requirements needed to ensure the success of the project and contractual compliance
- Responsible for any emergency/DR operations

Donald Burkhart, Vice-President of Information Technology

Mr. Burkhart has been associated with the collections industry for more than 25 years. He began his career with Penn Credit as a Computer Programmer where his primary focus was on the development of customized collections software. The dimensions of his position and corresponding responsibilities increasingly grew as technology advanced and the demands of the collections industry grew.

Don currently holds the position of Vice President of Information Technology. In this capacity his responsibilities include managing the IT Department, advanced programming, network administration, web design, operational analysis, special projects, technical assistance to sales and client relations, and advisor to executive management on systems and technology integration and advancement.



Responsibilities

- Ensures that communication and transfer of information between the Clerk and Penn Credit remains accurate and timely
- Maintains Penn Credit's client access portal and web payment portal
- Performs modifications to existing Penn Credit technology promoting advancement of software and hardware capability
- Develops customized software and reporting as needed to ensure contract success

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Philip Mennell, (Project Manager) South FL-Based Liaison

Penn Credit's South Florida-based representative, Phil Mennell, will provide project management and oversight to the Clerk's office. Mr. Mennell possesses 10+ years of Florida court collection experience and demonstrates active involvement/membership in numerous Florida organizations. This includes the Florida Association of Court Clerks and Comptrollers (FCCC) and the Florida Parking Association (FPA). Further, he regularly attends various national court and government conferences.



Responsibilities

- Meets regularly with Clerk staff, provides client relations support during the term of our engagement to ensure project success
- Reviews performance with collection team to ensure the Clerk's performance standards are met

Timothy Foley, Collection Manager

Mr. Foley began his career with Penn Credit in the summer of 1992 as a summer intern. He later became a full-time loop collector, and was promoted to his first collections supervisory position in 1995. In 1998, Mr. Foley was promoted to Assistant Collections Manager. In 2001, he became a licensed Collections Manager for the States of Michigan and Tennessee and shortly thereafter was again promoted to his present position of Collections Manager.

An ACA-certified collector, Tim has been certified through ACA International's Trainer Specialist Program (TSP), enabling him to train Penn Credit's collection management and representatives in professional collection techniques as specified by ACA International. Receiving this certification is part of Penn Credit's goal to have each member of the collection staff receive the ACA's Professional Collection Specialist (PCS) designation.



Responsibilities

- Oversees collection staff and ensures best practices by managing the review of phone calls both live and recorded
- Provides staff handling Clerk accounts with the resources and training to succeed
- Participates in meetings with the Clerk's office related to collection performance

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Rhett Donagher, Client Success Advocate

Mr. Donagher has more than ten years of experience in collections, client relations, marketing and sales and now serves as Penn Credit's Client Success Advocate. He holds a Bachelor's of Science Degree in Marketing from the Penn State Smeal College of Business, with a minor in Business Law and History.

Rhett is responsible for the leadership, management and direction of all aspects of Penn Credit's client relations operations in the court/government sector. It is here where he excels due to his consummate professionalism, operational knowledge, and unending dedication to the needs of our clients. His special talents in this area have proven most instrumental in Penn Credit's ability to maintain our long-standing business relationships with so many of our government clients.



Responsibilities

- Reviews performance with collection team to ensure that the Clerk's performance standards are met
- Ensures that the lines of communication are open between the Clerk and Penn Credit, providing responsive and effective customer service
- Oversees proper set up of the Clerk's collection program, including custom notices and work standards

Thomas Perrotta, Corporate Compliance Manager

After receiving a B.S. at California University of Pennsylvania, Mr. Perrotta started his career with Penn Credit in 2008, amounting to nearly 10 years of collections experience. Throughout this time, he has successfully served as a Collection Supervisor, an Office Manager at Penn Credit's State College (PA) location, and the Collection Division Manager at Penn Credit's Headquarters in Harrisburg (PA), until finally transitioning to the Corporate Compliance Manager position he holds today.

Mr. Perrotta has been certified by ACA International as a Credit and Collection Compliance Professional (CCCP), a Trainer Specialist, and a Collector.



Responsibilities

- Oversees Corporate Compliance Program
- Reviews and evaluates compliance matters and conducts regular on-site audits at Penn Credit facilities
- Monitors and reports results of compliances efforts
- Maintains federal, state, and local collection law adherence
- Performs contract review and regulatory compliance

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Brett Templin, Client Relations Manager

Mr. Templin has been a member of the Penn Credit family since 1994. While still in high school, he served as a summer intern and over the past 18 years he has worked in a number of other positions in various company departments. He received his B.A. in Business Management from the University of West Chester, in West Chester, Pennsylvania.

In his role as Client Relations Manager, Brett is responsible for providing the highest level of service and responsiveness to each and every one of Penn Credit's clients. Such activity may range from a simple request a client may have to researching and resolving infinitely more complex technical matters. His specific responsibility is to monitor and manage any client concerns with the utmost urgency. In so doing he must ensure a careful, logical and methodical progression analysis that benefits both our clients and Penn Credit.



Responsibilities

- Liaison with the Clerk's Project Manager to ensure that client service requests are needs and being met
- Oversees mail/payment processing and account level requests in Penn Credit's client relations department

"To date the service provided is excellent. The reports are never late and when the firm is requested to modify or customize the reports it is always done in a timely fashion."

--Zahra Ali, Director
Cook County Department of Revenue
Metro - Chicago, IL

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STAFF CAPABILITIES

EXPERT COLLECTIONS STAFF AND TRAINING

At Penn Credit, customer service is a top priority. All collections staff members are strategically selected based on qualifications and aptitude, and are then trained to uphold our high standards by engaging in ongoing compliance and collections training. All agents will work in compliance with Federal, State, and Local regulations, as well as all Clerk specifications. With Penn Credit, defendants are regarded with the highest respect by qualified collection experts while our streamlined procedures maximize revenue recovery.

SELECTION OF COLLECTIONS STAFF

We offer competitive salaries, incentives and bonuses, and employee benefit programs to attract candidates who can build and sustain a high-performance atmosphere. Our staff is recruited through the use of local media, educational institutions, job placement organizations, employee referral programs, and through the Internet.

Representative Qualifications

Penn Credit seeks experienced individuals, which includes the following attributes:

- Must possess and demonstrate good motivation and strong communication, analytical and negotiation skills
- Demonstrates assertiveness and persuasiveness
- Demonstrates ability to follow instructions
- Thrives in a highly competitive environment
- Demonstrates ability to follow through on tasks
- Must be flexible, able to work a varying schedule
- Multi-lingual a plus

PRE-EMPLOYMENT TESTING/C.A.S.H. HIRING SIMULATION

We utilize a computer-based hiring simulation program designed specifically for collection agencies to assist with hiring decisions. The program evaluates the candidate's ability to learn and apply procedures, active listening, developing rapport, multitasking, persuasion, problem solving, and professionalism. This has allowed us to decrease employee turnover and allows our staff to give more personalized attention to new hires during the training process.

TRAINING AND CERTIFICATION

Training of new employees is an up-front investment and is essential to any successful collection program. Not only does the training result in higher collector success, but it also leads to greater customer service. Penn Credit takes pride in our recruiting and training practices. They are a valuable part of our success and allow us to educate staff to the highest degree of efficiency.

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Our highly trained management team continues to foster and develop the most effective training program through obtaining information from industry resources and observing our own collection programs in action. Penn Credit's Collector Training Program is comprised of three main sections:

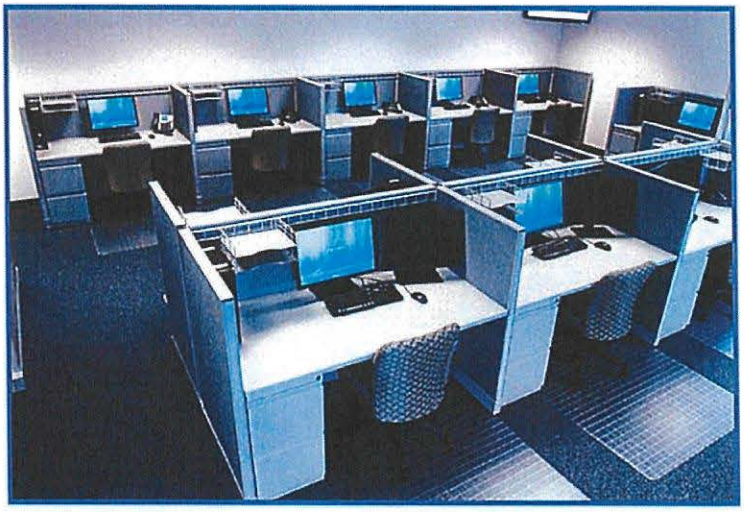
- An initial company and collection orientation program that is five days in duration.
- A 10-15 day live call training period under the supervision of Penn Credit's training staff
- On-going function training and review for collectors as well as supervisory staff.

We offer a training program that includes text materials, workbooks, examinations, and practice exercises using customized collection training software. Training content is carefully arranged and organized in a logical manner, with one topic flowing into the next. The program is presented in a manner that ensures that new employees fully understand each topic before moving onto a new topic. Material not understood is reviewed and re-tested.

All Penn Credit employees are thoroughly trained in Federal, State, and Local laws applicable to collection activities in order to understand all terminology associated with relevant regulations and laws that govern the industry.

On-going Training

Experienced collectors step off the collection floor bi-monthly to attend training sessions in advanced collection techniques. If laws change or are updated, training on the changes is conducted immediately. During all training sessions, we maintain a 1 to 5 ratio of training staff to collectors. On the collection floor, we have a 1:10 ratio of managers to collectors, enabling constant monitoring of each collector's interactions with defendants.



A Penn Credit contact center

AMERICAN OVERSIGHT

A Timeline of Penn Credit's Collector Training Program

Day One - Orientation:

Chapter 1 - Introduction to Collections

- Personal and training program introductions
- Overview of training program
- What the trainee should expect
- The materials to be used
- Summary of the overall content of the program

Proven Results:

- Sets high performance expectations for all collection agents at Penn Credit

Chapter 2 - Community Synergy

- Overview of the company
- Policies and procedures
- How the company operates
- Overview of departments and how they work together
- Introduction to the FDCPA and its importance in collections

Proven Results:

- Encourages the growth of an efficient and cohesive Penn Credit community
- Emphasizes Penn Credit's high collection standards

Day Two - Policy and Regulation:

Chapter 3 - The Importance of Compliance

- Review of company policies and procedures
- Explanation of collection philosophy
- **In-depth study of state and federal rules and regulations, including FDCPA**
- FDCPA is reviewed and quizzed

Proven Results:

- Allows a thorough understanding of all policies and relevant legislature
- Establishes a foundation for compliant collection methods and behavior

Day Three - Collection Laws and System Operations:

Chapter 4 - Demonstration of Progress

- **FDCPA test is administered**
- Privacy Act of 1974, FDCPA, Gramm-Leach Bliley, Health Insurance Portability and Accounting Act (HIPAA), Fair Credit Reporting Act (FCRA), Consumer Financial Protection Bureau (CFPB), and all other regulatory statutes
- State laws and regulations which are more stringent than the FDCPA
- Collection system: instructions and demonstrations regarding the various screens of the collection system and the purpose of each screen are given
- Introduction to collection pitches/scripts

Proven Results:

- Guarantees a complete understanding of state/ federal regulation before progressing to the next steps
- Assures that all collectors are knowledgeable and compliant

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DAY FOUR - System Operation Actions:
Chapter 5 - Key Collection Methods

- Skip tracing: describes the various methods and techniques utilized to locate consumers
- Documenting data in the collection system: describes the terminology and proper procedures for recording collection efforts
- **Telephone techniques and etiquette**
- Effective communication
- Communication styles
- Collection system and collection letters: explains how to work through the collection files according to the "status" on the account, along with the types of collection letters available and the proper procedure for their use

Proven Results:

- Develops effective collection skills to maximize revenue recovery
- Encourages a firm, cool approach when engaging with consumers. A respectful, dignifying manner of speaking is mandatory at Penn Credit

DAY FIVE - Telephone Operations:
Chapter 6 – The Art of Negotiation

- Instructions and practice in making opening statements to consumers with collection pitches
- Techniques in handling consumers: describes typical consumer reactions and how to successfully interpret these reactions to motivate the consumer to pay
- Common consumer response and how to reply
- Procedures for telephone collection calls
- Talk-offs
- Strategies for handling consumer types: learn how to classify consumers into categories and to select the proper motivation in assisting them to pay

Proven Results:

- Refines collection skills with thorough review of technique and engagement in situational role-playing
- Prepares trainees to effectively navigate live calls with real consumers

EXTENDED TRAINING METHODS

Upon completion of this initial training program, collectors advance to a series of live call training sessions to further prepare for day-to-day collection efforts. Additional information can be found on the following page.

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Live Call Training Period

During this **10-15 day "hands-on" segment of our training program**, the trainer oversees new collectors with a monitoring headset as calls are made. If a call begins to escalate, the trainer has the ability to take over the call. Once the call is concluded, the trainer provides appropriate coaching and recommendations to the collector.

These live call opportunities allow trainees to apply and perfect the techniques studied in previous training sessions, reinforcing the written material with practical, real-life experience before transitioning to independent work. Trainees walk away from this experience feeling more confident in their abilities, better prepared for day-to-day collection efforts.

Should trainees require additional coaching, reviews of collection pitches, collection techniques, and computer/telephone operations will be conducted to mold professional collection agents at Penn Credit. **Further, new collectors receive extended training regarding court collections and any Clerk-specific policies/procedures in order to assure optimal compliance efforts.**

Public Sector Customer Relations Training

Penn Credit's collection team members are **experts in collecting court obligations in Florida**. They understand the importance of communicating with defendants in a respectful manner and using an effective customer service approach. Each collection representative is trained to navigate negotiations with the defendant and to provide assistance with the following matters:

- Answering inquiries from the defendant, particularly in the areas of driver license reinstatement after payment
- Providing information on various payment options or payment plans (if permitted by the Clerk)
- Other Clerk specific policies or requirements

Specialized Training Software - Collector Talk

Penn Credit utilizes interactive, computer-based training software with all our collection employees. This self-paced training software demonstrates debt-recovery scenarios by simulating inbound and outbound defendant calls, exposing our staff to the best practices of experienced collectors. This ensures that new collectors are trained in top performance standards and will be capable of maintaining them.

This innovative software interface provides invaluable feedback to our collectors and also provides our managers with the requisite tools to monitor and track training performance.

During the training program, we focus on creating uniformity and consistency throughout the collection floor by stressing the importance of voice qualities through tone, tempo, inflection, strategic pauses and volume: "HOW we say something is as important as WHAT we say when it comes to managing perceptions and beliefs."

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Daily Compliance Quizzes

All Penn Credit employees are required to complete daily compliance quizzes through Eterna 3.0, an innovative cloud-based compliance conditioning platform. These routine test questions train employees to recognize and adhere to compliance regulations, thus minimizing the risk of potential violations. Additionally, collection staff and customer service representatives receive secondary test questions covering the unique policies/work standards of specific clients.

ETERNA

Management Practices

Penn Credit maintains a management to collector ratio of 1:10. Collection management consists of a Collection Manager, Division Managers, Collection Supervisors, a Trainer, and a Corporate Compliance Officer. The collection management staff and the trainer work hand-in-hand in the overall training and follow up of the collection staff. It is the responsibility of the Division Managers and Collection Supervisors to support and reinforce training received from the trainer and to refer collectors for additional training in any areas of weakness and/or where improvement is needed.

Further, management staff are tasked with reviewing collectors' services via our digital recording/quality monitoring platforms Quality Rocket and CallMiner. Management's usage of these programs assures that the accounts referred by the Clerk will be handled in a professional and compliant manner.

> ***"Penn Credit has, and continues to be, an integral partner in Palm Beach County's recovery of delinquent debts. We are extremely pleased with their service, professionalism and the successful results that they have been able to achieve for the County."***
>
> **--Glenn Meeder, Collections Coordinator**
> **Palm Beach County Government, FL**

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Proactive Client Relations and Support for the Clerk

In addition to our highly-trained collection representatives, Penn Credit also proposes a dedicated client relations staff.

Penn Credit has experienced great success by adapting a proactive mindset to our client relations approach. Penn Credit's Client Success Advocate, Rhett Donagher, and our Client Relations Manager, Brett Templin, will continue to be responsible for managing the Clerk's requests with the utmost urgency.

Kaitlyn Morgan, Penn Credit's Client Success Supervisor, will also continue to serve as the primary point of contact for inquiries concerning accounts and collection activity. Kaitlyn has a comprehensive, company-wide understanding of Penn Credit's procedures and processes, enabling a quick and appropriate response to inquiries. She will also work closely with the Client Success Manager to ensure that requests are promptly addressed and all follow-up actions are completed as required. Typical responsibilities include:

- Collection support activities
- Any actions pertaining to individual accounts (i.e. closures, payments, updates)
- Inquiries concerning statement of collections/invoices
- Handling any questions pertaining to any reports that may be received

Inbound calls to the Client Success Department are logged and monitored for resolution/ follow-up response time; this ensures that all client inquiries are handled quickly and properly. Furthermore, reviews of performance metrics produced by the phone system and CRM platform are performed regularly by the Client Success Manager.

An essential element of Penn Credit is our commitment to not only meeting, but exceeding our clients' expectations for cooperation, effectiveness, and responsiveness. We avail clients with access to regular dialogue regarding the quality of service they receive from Penn Credit. This results in a "user-friendly" agency, with a focus on making our clients' interaction with Penn Credit as effortless as possible.



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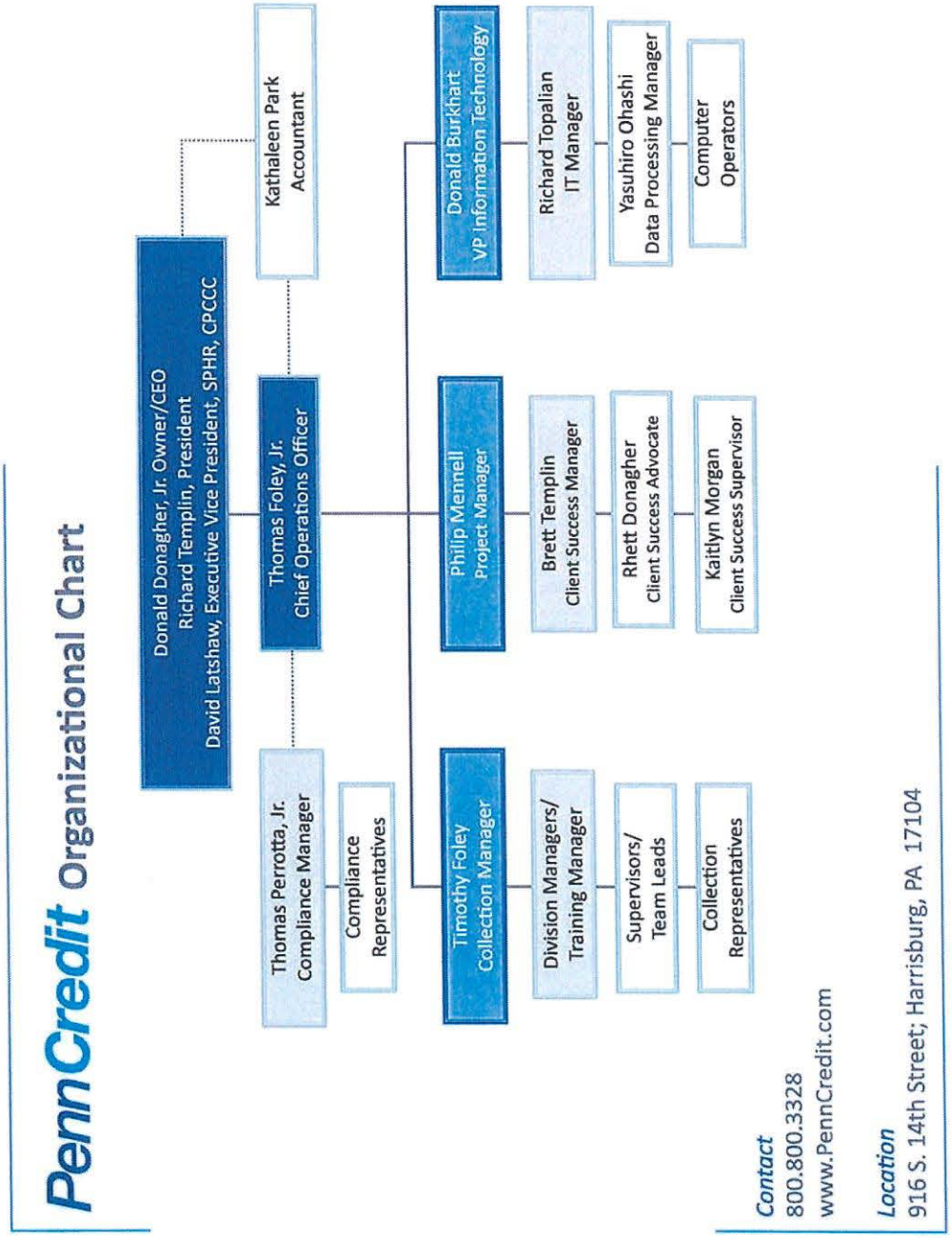
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AMERICAN OVERSIGHT

1.4 The bidder must have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the contract. Two of the bidder's most recent audited financial reports and an organizational chart to the extent allowed by Florida law must be submitted. (The bidder may request in writing that any financial report be kept confidential.)



AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000058

Penn Credit requests that the following financial statements be kept confidential.

PENN CREDIT CORPORATION

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2017 AND 2016

BAKER TILLY

Candor. Insight. Results.

AMERICAN OVERSIGHT

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AMERICAN OVERSIGHT

PENN CREDIT CORPORATION

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2016 AND 2015

BAKER TILLY

Candor. Insight. Results.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000077

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AMERICAN OVERSIGHT

1.5 The bidder must demonstrate sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection.

COMMITMENT TO COMPLIANCE

Penn Credit will maintain the highest standards of integrity in order to provide the Clerk with superior results. The debt recovery industry is covered by a multitude of laws and regulations. Penn Credit understands the importance of staying abreast of and complying with all applicable federal, state, and local laws and regulations. We are keenly aware that our debt recovery practices directly reflect on our clients; therefore, collectors are required to adhere to strict ethical and professional standards.

Our management staff is very active in the daily routine of its collection staff and monitors their performance through group and individual training sessions, verbal quality audits through voice recording/monitoring technology, and work standard audits; compliance is assured through regular monitoring of all collectors and immediate follow up on any issues or disputes.

Penn Credit adheres to the following:

- Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.)
- Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)
- Telephone Consumer Protection Act of 1991
- Gramm-Leach-Bliley Act (15 U.S.C., Subchapter 1, §6801-6809)
- Consumer Credit Protection Act (15 U.S.C. 1601 et seq.)
- The Privacy Act of 1974, as amended (5 U.S.C. § 552a)
- Fair Labor Standards Act and Federal minimum wage laws
- **Any and all State and local regulations**

Furthermore, Penn Credit is a strong supporter of ACA International's policies and educational programs. We have adopted their **Code of Ethics and Code of Operations**, and a link on our website leads to their popular public awareness and assistance tool, Ask Doctor Debt. This application allows defendants to obtain facts regarding collection laws; there is also an FAQ in which defendants may submit questions and view past responses.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000094

1.6 The bidder must demonstrate how it complies with the Fair Debt Collections Practices Act with the knowledge the FDCPA does not apply to governmental collections.

FDCPA Regulations and ACA International Certification

Prior to commencing work for Penn Credit, each collector must learn and understand the requirements as outlined in the Fair Debt Collection Practices Act and all other applicable regulations; an acknowledgment of the collector's understanding of requirements must be completed and signed by the collector prior to commencing collection efforts.

It is Penn Credit's goal that all collectors attend ACA Certification classes to become ACA certified within 6 months of hire. ACA certification includes extensive training on the FDCPA and professional telephone techniques. Our staff also maintain numerous ACA certifications:

- Corporate Compliance Manager: Credit and Collection Compliance Professional (CCCP)
- VP of Client Relations: ACA Certified Credit, Collections Compliance Officer (CCCO), and ACA Scholar Recipient and Fellow
- All 8 Penn Credit trainers are ACA Certified Trainers
- All Division Managers are ACA Certified Trainers; all training is reinforced by the management team on a daily basis

ACA International Collector's Pledge

The ACA Collector's Pledge is a voluntary, personal commitment to treat the defendant with dignity and respect in every aspect of their work. It is a reflection of ACA member values and the paramount importance to adhere to professional practices. All Penn Credit staff adhere to the pledge and it is posted throughout our contact centers to promote effective collection methods.

"I believe every person has worth as an individual.
I believe every person should be treated with dignity and respect.
I will make it my responsibility to help consumers find ways to pay their just debts.
I will be professional and ethical.
I will commit to honoring this pledge."

> ***"Penn Credit has been a reliable company that consistently yields high recoveries of our delinquent accounts and provides excellent customer service."***
>
> **-- Cynthia M. Guerra, Esq., COO**
> **Clerk and Comptroller**
> **Palm Beach County, FL**

AMERICAN OVERSIGHT

1.7 The bidder must demonstrate ability to effect collections in all 50 states, U.S. territories and commonwealths and Canada.

Penn Credit is licensed in all 50 states, the District of Columbia, and Puerto Rico, and has the ability to affect collections in other territories and commonwealths through subcontracted collection vendors.

1.8 The bidder must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

State or Municipality	Requirement	State or Municipality	Requirement
Alabama	Certificate	Montana	Certificate
Alaska	License	Nebraska	License
Arizona	License	Nevada	License
Arkansas	License	New Hampshire	Certificate
California	Certificate	New Jersey	Certificate
Colorado	License	New Mexico	License
Connecticut	License	New York	Certificate
Delaware	License	North Carolina	License
District of Columbia	License	North Dakota	License
Florida	License	Ohio	Certificate
Georgia	License	Oklahoma	Certificate
Hawaii	License	Oregon	License
Idaho	License	Pennsylvania	Certificate
Illinois	License	Puerto Rico	License
Indiana	License	Rhode Island	License
Iowa	Certificate	South Carolina	Certificate
Kansas	Certificate	South Dakota	Certificate
Kentucky	Certificate	Tennessee	License
Louisiana	Certificate	Texas	Certificate
Maine	License	Utah	License
Maryland	License	Vermont	Certificate
Massachusetts	License	Virginia	Certificate
Michigan	License	Washington	License
Minnesota	License	West Virginia	License
Mississippi	Certificate	Wisconsin	Certificate
Missouri	Certificate	Wyoming	License

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000096

OFR FLORIDA OFFICE OF FINANCIAL REGULATION

THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT BUSINESS AS INDICATED BY THE LICENSE TYPE.

LICENSE TYPE:	Consumer Collection Agency
LICENSE NAME:	PENN CREDIT CORPORATION
DBA NAME:	
ORIGINAL DATE OF LICENSE:	3/14/1995
LICENSE NUMBER:	CCA0900232
LICENSE EXPIRATION DATE:	12/31/2018
LICENSE MAIN ADDRESS:	
STREET:	916 S 14 ST
CITY:	HARRISBURG
STATE:	ZZ
ZIP CODE:	

AMERICAN OVERSIGHT

State of Florida
Department of State

I certify from the records of this office that PENN CREDIT CORPORATION is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on May 27, 1999.

The document number of this corporation is F99000002722.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 4, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2018



Ken Detzner

Secretary of State

Tracking Number: CC3773868698

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

AMERICAN OVERSIGHT

1.9 The bidder must have credit bureau reporting capability if authorized by the Clerk. The bidder must provide the names of the credit bureaus used and the process for entering and removing court debt.

CREDIT BUREAU REPORTING

Penn Credit does have reporting capabilities to TransUnion, Equifax, and Experian. However, within the past several years, the credit bureaus have announced the National Consumer Assistance Plan. This policy change enhances the credit bureau's ability to collect complete and accurate consumer information and provides consumers more transparency when interacting with consumer reporting agencies about their credit reports. The plan was announced after cooperative discussions and an agreement with the Attorneys General of multiple states.

As a part of this plan, collection agencies cannot report debt that did not arise from a contract or agreement to pay, including, but not limited to, certain fines, tickets, and other assessments - for example: library fees or fines, parking tickets, speeding tickets, and court fees or fines.

Penn Credit will keep the Clerk informed of any relevant changes to the credit bureau's policies, particularly if reporting of court delinquencies become permitted.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000099

1.10 The bidder must provide a list of all office locations and states in which it is licensed or bonded.

HEADQUARTERS
916 S. 14th Street; Harrisburg, PA 17104

Penn Credit's headquarters, in Harrisburg, Pennsylvania, are where the majority of our collection efforts take place. This is also where our management personnel, IT department, and main collection floor are located. This centralized location provides us with greater efficiency in recovery and the highest yield returns.

In late May 2018, we will be moving to our **new headquarters** approximately five miles away from our current office with a 200+ agent seating capacity. This facility is over 36,000 square feet and will have enhanced training facilities, a dedicated compliance department suite as well as expanded break/concession areas for staff.

Penn Credit has satellite contact centers listed below:

ARIZONA CONTACT CENTER
4636 East University Drive Suite 200
Phoenix, AZ 85034

NEW JERSEY CONTACT CENTER
309 Fellowship Road, East Gate Center
Suite 104
Mt. Laurel, NJ 08054

STATE COLLEGE CONTACT CENTER
100 Scenery Park Drive
State College PA 16801

Penn Credit is licensed and bonded to–and does–conduct business in all 50 states, the District of Columbia, and Puerto Rico.



Penn Credit's Harrisburg Headquarters

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000100

1.11 The bidder must demonstrate ability to handle data processing needs including FTP (file transfer protocol) transactions in a fixed ASCII format by providing technical specifications of current processes.

Information Technology/Data Processing Capabilities

Our collection activities are conducted using FUSION, an in-house developed, completely automated, accounts receivable management system. This platform, designed and written entirely by Penn Credit's Information Technology staff, provides quality and versatility to our clients. Because we are independent of an outside source to customize software changes, we are able to efficiently tailor FUSION to meet the needs of our clients.

Penn Credit routinely utilizes our customized software to:

- Support the flow of relevant data through reports, remittances, and interfaces
- Maximize strategic follow-up on all collection accounts in our system
- Monitor and review collection activity
- Customize performance reporting and collection letter series
- Recognize and react to specifically coded accounts
- Automatically link multiple accounts

Secure Data Transfer Options

Penn Credit will continue to exchange data with the Clerk via SFTP and can accommodate other methods as needed. We accept accounts electronically in various ways:

- **SFTP – SSH File Transfer Protocol**
- FTPS – File Transfer Protocol over Secure Socket Layer (SSL)
- FTP/PGP – File Transfer Protocol with PGP Encrypted File
- HTTPS - File Transfer via Secure Website
- Secure Email
- Standard Email with PGP Encryption

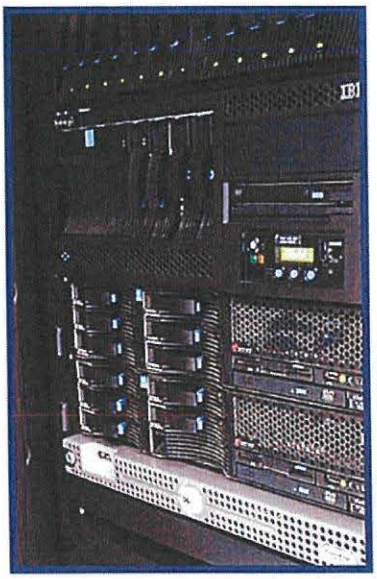
Further, we can accept electronic files in the following format types:

- **Fixed Length ASCII data**
- EDI – Electronic Data Interchange
- XML – Extensible Markup Language
- Comma Separated Value (CSV)
- Tab Delimited
- Excel Spreadsheet

The multi-talented IT team at Penn Credit has extensive knowledge and experience in the collection industry. Our IT team will continue to work closely with the Clerk to ensure all aspects of the project regarding data transfer and IT support continue to be processed in a timely and accurate manner.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000101

FUSION COLLECTION SYSTEM



IBM pSeries Model 720 Server

- Four 3.0GHz 64-bit Power 7 processors
- 32GB of memory
- 2 x 74GB 15,000 RPM internal disks & DVD-Rom
- Dual Gigabit network interface
- Dual 4 Gigabit Fibre adapters
- AIX version 6.1

IBM DS3524 Storage Server

- Dual 4 Gigabit Fibre adapters
- 2 Gigabit Cache per controller
- 13 X 300GB 10,000 RPM Self Encrypting Drives
- Expansion up to 96 Terabytes of disk space

Software:

- Proprietary collection software designed and developed by our programming staff
- 100% Java Objects

Additional Hardware

- Dell Optiplex Computers
- Dell and IBM Servers: Web, FTP, Secure E-mail, Exchange, Domain

Additional Software

- Collector Training Software
- Microsoft Office Products
- Microsoft Internet Explorer
- Microsoft Windows Vista

Phone

- MITEL 3300 Phone System
- prarieFyre Contact Center Solution - MITEL Enterprise Edition
- MITEL Application Suite
- MITEL Unified Communications Suite
- CACTI Call Recording System
- IAT CT Center Predictive Dialer Platform

PennCredit Fusion

AMERICAN OVERSIGHT

1.12 The bidder must have ACH or wire transfer capability.

Penn Credit has the capability to remit gross collected funds on a daily basis by ACH as requested by the Clerk.

1.13 The bidder must demonstrate the ability to provide all report requirements as specified in Section VIII by providing examples of current reporting to clients and the method(s) used to report collections information to clients.

REPORTING CAPABILITIES

Penn Credit's collection system (FUSION) maintains a statistical database of performance figures and is able to comply with any reporting requirements the Clerk may have. With a very flexible range of reporting options, Penn Credit has the ability to comply with any reporting requirements, both for internal monitoring and forecasting. Typically, reporting to our clients includes the Acknowledgment (either concise or detailed version), Payment Analysis, Spindown, Statement of Collection, and Cancellation reports. Penn Credit is also currently providing the Clerk with daily payment and monthly invoice files.

Reports and files can be sent via secure email, hard copy, or placed on an FTP site for pickup and can be provided in any format including Microsoft Word, Excel, and Adobe PDF, or other formats as needed.

Acknowledgment Report serves as a receipt verifying all accounts placed have been received by Penn Credit. Options include a concise version or a detailed version.

Payment Analysis provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance and allows the client to forecast future recoveries.

Regression (Stair-step) Analysis provides a 12-month record of liquidation rates per month.

Statement of Collection details accounts to which payments have been applied during the statement period. This report indicates not only amounts paid by defendants, but also commissions due Penn Credit for collection services rendered, thus serving as an invoice for the client.

Cancellation Report lists all accounts scheduled for return, along with the client account number, defendant name, balance, applicable dates, and reason for return.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000103

Additional reports available upon request include:

Status Report provides a complete overview of all account information (payments, defendant contacts, collector notes, etc.) and current account status (i.e. paid in full, defendant bankruptcy, defendant deceased, account disputed, etc.).

Account Update Report can be customized to include all updated defendant contact information (addresses, phone numbers, etc. as applicable), notes made during the collection process, account status, payment information, and any other data requested by the client.

Client Profile Report provides an overall breakdown of accounts' status, accounts' aging, placements, account balances, addresses, and phone numbers.

Client Statistical Summary Report combines several of Penn Credit's reports, including our Spindown and Client Profile reports. Collection management and our clients are able to view and track trends for recoveries, placement age, account balance, as well as mail return and bad phone numbers.

Reconciliation Report is an electronic reconciliation of accounts on Penn Credit's system with accounts held on the client's system; this file is typically returned to client in the same format as the inbound file (or as requested).

Sample reports have been provided on the following pages.

AMERICAN OVERSIGHT

Acknowledgment Reports

From: EReports@penncredit.com
To: Client's Email Address
Subject: P8888 - New Business Acknowledgement from Penn Credit

Penn Credit Corporation
New Business Acknowledgement Summary

** Acknowledgement with thanks **
This assignment is accepted under our usual terms and conditions that we have with you. Please notify this agency without delay of any payment made to you by the debtor or any contact that the debtor has with you.

Report Date: MM/DD/YYYY
Client #: P8888
Client Name: Water Company
# of Accounts: ###,###
Total Dollars: $$$$$$$

Penn Credit Corporation

NEW REFERRAL ACKNOWLEDGEMENT REPORT

Report Date: MM/DD/YYYY

Created for: [Client Name]

Account #	Name	Address	City,State,Zip	Placed Date	Service Date	Balance
########	Smith, John	123 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 1,500.00
########	Smith, Jane	123 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 500.00
########	Smith, John	165 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 650.00
########	Smith, Jane	124 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 750.00
########	Smith, John	124 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 625.00
########	Smith, Jane	124 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 435.00
########	Smith, John	170 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 498.00
########	Smith, Jane	130 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 1,275.00
########	Smith, John	135 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 1,450.00
########	Smith, Jane	128 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 650.00
########	Smith, John	167 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 975.00
########	Smith, Jane	145 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	$ 1,950.00
				Report Total	**12 Accounts**	**$11,258.00**

AMERICAN OVERSIGHT

Penn Credit Corporation

PAYMENT ANALYSIS REPORT

Report Date: MM/DD/YYYY

Created for: [Client Name]

Mth/Yr	# Referred	$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	$ Collectable	LIQ%	Active Dollars
MM/YYYY	1,364	$87,297.95	$28,075.95	$40,238.79	$242.00	$0.00	$87,055.95	32.25%	$58,980.00
MM/YYYY	1,764	$113,936.76	$34,025.90	$48,372.97	$251.40	$0.00	$113,685.36	29.93%	$79,659.46
MM/YYYY	1,535	$102,231.60	$30,847.50	$43,240.81	$424.50	$0.00	$101,807.10	30.30%	$70,959.60
MM/YYYY	1,114	$82,005.76	$27,225.16	$32,787.05	$127.80	$0.00	$81,877.96	33.25%	$54,652.80
MM/YYYY	1,464	$107,838.94	$34,450.55	$35,075.82	$226.85	$0.00	$107,612.09	32.01%	$73,161.54
MM/YYYY	2,972	$213,034.08	$57,720.82	$70,942.86	$1,329.40	$0.00	$211,704.68	27.26%	$153,983.86
MM/YYYY	2,369	$172,214.42	$41,694.70	$62,811.78	$1,868.85	$0.00	$170,345.57	24.48%	$128,650.87
MM/YYYY	3,672	$257,266.81	$59,674.81	$63,527.03	$4,258.75	$0.00	$253,008.06	23.59%	$193,333.25
MM/YYYY	3,257	$192,911.16	$37,287.31	$67,192.78	$3,316.15	$0.00	$189,595.01	19.67%	$152,307.70
MM/YYYY	2,353	$140,766.15	$19,692.05	$55,284.28	$2,162.05	$0.00	$138,604.10	14.21%	$118,912.05
MM/YYYY	2,059	$135,793.83	$11,429.75	$36,952.27	$820.90	$0.00	$134,972.93	8.47%	$123,543.18
MM/YYYY	1,321	$98,073.27	$3,653.10	$34,685.96	$65.00	$0.00	$98,008.27	3.73%	$94,355.17
Year Total	**25,244**	**$1,703,370.73**	**$385,777.60**	**$591,112.40**	**$15,093.65**	**$0.00**	**$1,688,277.08**	**22.85%**	**$1,302,499.48**

Payment Analysis Report Legend

Placement Collections = The dollars collected on the specific month's placement.
Monthly Collections = The dollars collected during the indicated month and year.
Total Adjustments = CRQ + STL + BKR + ADJ
Cancellations = Agency Cancellations
Collectable = $ Referred - Adjustments
LIQ% = Placement Collections / Collectable
Active Dollars = Collectable - Placement Collections - Cancellations
Note: all statistics are based on placement month and year. The only exception to this rule is the monthly collection column.

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STAIR-STEP/REGRESSION REPORT

Recovery rate based on placement dollars

Mth/Yr	# Referred	$ Referred	1	2	3	4	5	6	7	8	9	10	11	12	13+	Total
MM/DD/YY	3,192	$208,354	7.42%	8.20%	5.51%	3.29%	1.21%	1.63%	2.54%	1.20%	0.93%	0.54%	0.70%	0.57%	0.44%	34.17%
MM/DD/YY	1,364	$87,298	3.74%	9.29%	5.19%	2.71%	2.79%	2.86%	1.14%	1.49%	0.81%	0.86%	0.79%	0.34%		32.01%
MM/DD/YY	1,764	$113,937	4.80%	8.45%	3.94%	3.28%	3.35%	1.76%	0.94%	1.01%	1.27%	0.45%	0.47%			29.72%
MM/DD/YY	1,535	$102,232	3.60%	9.47%	3.90%	4.56%	2.37%	2.25%	1.47%	0.93%	0.78%	0.85%				30.17%
MM/DD/YY	1,114	$82,006	3.09%	7.83%	8.95%	4.58%	2.50%	1.97%	1.82%	1.40%	1.07%					33.20%
MM/DD/YY	1,464	$107,839	3.78%	12.72%	6.77%	3.93%	1.78%	1.59%	0.49%	0.88%						31.95%
MM/DD/YY	2,972	$213,034	7.35%	10.06%	3.91%	2.67%	1.37%	0.83%	0.87%							27.09%
MM/DD/YY	2,369	$172,214	5.16%	8.83%	5.20%	2.84%	1.17%	1.02%								24.21%
MM/DD/YY	3,672	$257,267	6.97%	8.88%	4.29%	1.73%	1.26%									23.20%
MM/DD/YY	3,257	$192,911	6.07%	8.08%	2.96%	2.16%										19.33%
MM/DD/YY	2,353	$140,766	4.15%	6.32%	3.24%											13.99%
MM/DD/YY	2,059	$135,794	2.65%	5.60%												8.42%
MM/DD/YY	1,321	$98,073	3.33%													3.33%

Cummulative Recovery rate based on placement dollars

Mth/Yr	# Referred	$ Referred	1	2	3	4	5	6	7	8	9	10	11	12	13+	Total
MM/DD/YY	3,192	$208,354	7.42%	15.61%	21.12%	24.41%	25.63%	27.25%	29.79%	30.99%	31.92%	32.46%	33.16%	33.73%	34.17%	34.17%
MM/DD/YY	1,364	$87,298	3.74%	13.02%	18.21%	20.92%	23.71%	26.57%	27.71%	29.21%	30.01%	30.87%	31.66%	32.01%		32.01%
MM/DD/YY	1,764	$113,937	4.80%	13.25%	17.19%	20.47%	23.82%	25.58%	26.52%	27.52%	28.80%	29.24%	29.72%			29.72%
MM/DD/YY	1,535	$102,232	3.60%	13.07%	16.97%	21.52%	23.89%	26.15%	27.62%	28.55%	29.33%	30.17%				30.17%
MM/DD/YY	1,114	$82,006	3.09%	10.91%	19.86%	24.44%	26.94%	28.90%	30.73%	32.13%	33.20%					33.20%
MM/DD/YY	1,464	$107,839	3.78%	16.50%	23.27%	27.20%	28.98%	30.58%	31.06%	31.95%						31.95%
MM/DD/YY	2,972	$213,034	7.35%	17.41%	21.32%	23.99%	25.36%	26.19%	27.06%							27.09%
MM/DD/YY	2,369	$172,214	5.16%	13.98%	19.18%	22.02%	23.19%	24.21%								24.21%
MM/DD/YY	3,672	$257,267	6.97%	15.86%	20.14%	21.88%	23.14%									23.20%
MM/DD/YY	3,257	$192,911	6.07%	14.15%	17.11%	19.26%										19.33%
MM/DD/YY	2,353	$140,766	4.15%	10.47%	13.71%											13.99%
MM/DD/YY	2,059	$135,794	2.65%	8.26%												8.42%
MM/DD/YY	1,321	$98,073	3.33%													3.33%

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STATEMENT OF COLLECTION

[Statement Period - Dates]

Created for: [Client Name] **Remittance Type: Gross**

Account #	Name	Date Placed	Date Paid	Pmt Type	Agency Pmt	Direct Pmt	Fees	Remit Client	Remaining Due
########	John Doe	MM/DD/YY	MM/DD/YY	Agency	$ 500.00		$ 125.00	$ 500.00	$ -
########	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	$ 1,000.00		$ 250.00	$ 1,000.00	$ 1,000.00
########	John Doe	MM/DD/YY	MM/DD/YY	Agency	$ 1,200.00		$ 300.00	$ 1,200.00	$ -
########	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	$ 700.00		$ 175.00	$ 700.00	$ -
########	John Doe	MM/DD/YY	MM/DD/YY	Agency	$ 450.00		$ 112.50	$ 450.00	$ 250.00
########	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	$ 300.00		$ 75.00	$ 300.00	$ -
########	John Doe	MM/DD/YY	MM/DD/YY	Agency	$ 1,500.00		$ 375.00	$ 1,500.00	$ -
########	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		$ 300.00	$ 75.00	$ -	$ -
########	John Doe	MM/DD/YY	MM/DD/YY	Direct		$ 500.00	$ 125.00	$ -	$ 200.00
########	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		$ 900.00	$ 225.00	$ -	$ -
				Totals:	**$ 5,650.00**	**$ 1,700.00**	**$ 1,837.50**	**$ 5,650.00**	

Amount Due Penn Credit $ 1,837.50

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CANCELLATION REPORT

Report Date: MM/DD/YYYY

Created for: [Client Name]

Account #	Name	Placed Date	Service Date	Balance	Return Date	Return Reason	BKR Docket#	BKR Date Filed	DEC Date
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 1,500.00	MM/DD/YY	PAID IN FULL			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 500.00	MM/DD/YY	DECEASED			MM/DD/YYYY
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 650.00	MM/DD/YY	PER CLIENT REQUEST			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 750.00	MM/DD/YY	UNCOLLECTIBLE			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 625.00	MM/DD/YY	BANKRUPTCY	#######	MM/DD/YYYY	
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 435.00	MM/DD/YY	PAID IN FULL			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 498.00	MM/DD/YY	PAID IN FULL			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 1,275.00	MM/DD/YY	PER CLIENT REQUEST			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 1,450.00	MM/DD/YY	UNCOLLECTIBLE			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 650.00	MM/DD/YY	BANKRUPTCY	#######	MM/DD/YYYY	
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 975.00	MM/DD/YY	PAID IN FULL			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 1,950.00	MM/DD/YY	PAID IN FULL			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 498.00	MM/DD/YY	PER CLIENT REQUEST			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 1,275.00	MM/DD/YY	UNCOLLECTIBLE			
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 1,450.00	MM/DD/YY	PAID IN FULL			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 650.00	MM/DD/YY	DECEASED			MM/DD/YYYY
########	Smith, Jane	MM/DD/YY	MM/DD/YY	$ 975.00	MM/DD/YY	UNCOLLECTIBLE			
########	Smith, John	MM/DD/YY	MM/DD/YY	$ 1,950.00	MM/DD/YY	PAID IN FULL			
		Report Total	**18 Accounts**	**$ 18,056.00**					

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Client Snapshot Report

Historical Statistics

Beginning to date		
Total Accounts	3,571	
Gross Dollars	$1,730,606	
Average Placement	$485	
Collections	$251,305	
Agency Payments	$196,016	78.00%
Client Payments	$55,278	22.00%
# paid in full	628	17.59%
# settled in full	0	0.00%
# partial payments	320	8.96%
Average payment	$265	
Year to date		
Total Accounts	486	
Gross Dollars	$277,325	
Average Placement	$571	
Collections	$84,674	
Agency Payments	$62,194	73.45%
Client Payments	$22,476	26.54%
# paid in full	148	30.45%
# settled in full	0	0.00%
# partial payments	75	15.43%
Average payment	$380	
Month to date		
Total Accounts	26	
Gross Dollars	$19,074	
Average Placement	$734	
Collections	$3,917	
Agency Payments	$2,319	59.20%
Client Payments	$1,597	40.77%
# paid in full	5	19.23%
# settled in full	0	0.00%
# partial payments	11	42.31%
Average payment	$245	

Active Account Statistics

Current active volume	
Active Accounts	2,962
Active Dollars	$2,016,387
Average account age (days)	
Age at placement	1,167
Age with Penn	419
Age from service date	1,586
Call campaigns	
Total Calls	112,774
Morning	51,029
Afternoon	50,600
Evening	17,570
MTD Calls	2,550
Morning	1,168
Afternoon	1,126
Evening	457
Total Contacts	3,290
Mailings	
Total letters mailed	15,681
Mail returns and phone numbers	
In skip(mail return/no phone)	2,497
% of active	84.30%
Mail return	836
% of active	28.22%
Good phone (home or cell)	1,307
% of active	44.13%
No phone (home or cell)	1,655
% of active	55.87%
Good cell phone	935
% of active	31.57%
% of good phones	71.54%
Skip attempts	
# of skip attempts	38,040

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Robust and Convenient Client Portal

Penn Credit enables the Clerk to view account activity on-line. This remote activity program can be accessed through the Internet using a standard browser. We assign a user name and password that allows our client access to their accounts only. Once logged into our system, the Clerk has the ability to search by account number, name or Penn Credit ID number and then view items such as account status, balance, remarks, payments and account transactions.

Our site features a dashboard report function that provides a snapshot of the portfolio as well as an **ad hoc reporting section** where reports can be downloaded either as a PDF or Excel spreadsheet.

The dashboard page contains various statistics based on account referral and collection activity. The Clerk will see information on the dashboard page for collection placement and activity during the current month as well as that information from the time of the first account placement. Also on the dashboard page are links to multiple charts based on collection and placement statistics. The Clerk can choose from five different charts, each containing the last 12 months of information.

Penn Credit's Client Portal also allows the Clerk to place accounts on hold for up to 30 days at a time, submit a payment or adjustment on an account, and request the cancellation of an account. The Clerk may also submit a request to add new accounts.

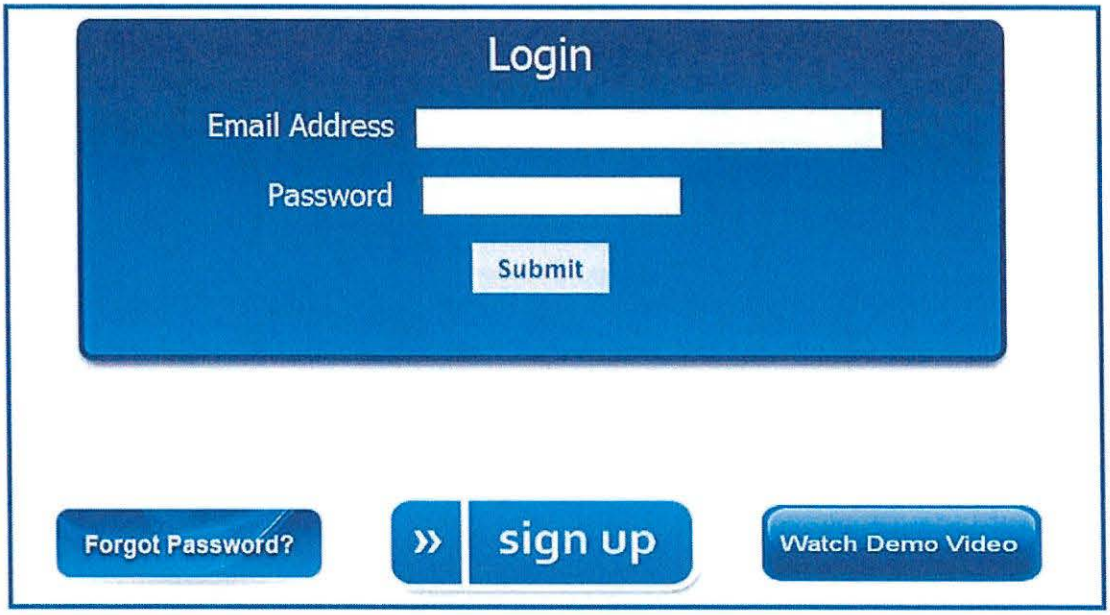
Consistent with Penn Credit's emphasis on data security, the site has a secure socket layer (SSL) with 256 bit encryption, is password protected and users are automatically logged off after 15 minutes of inactivity. For an extra layer of security, once a user becomes active, a trusted IP address will be linked to his or her login for identification purposes. After 90 days, inactive accounts are disabled; after 180 days, inactive accounts will be deleted.

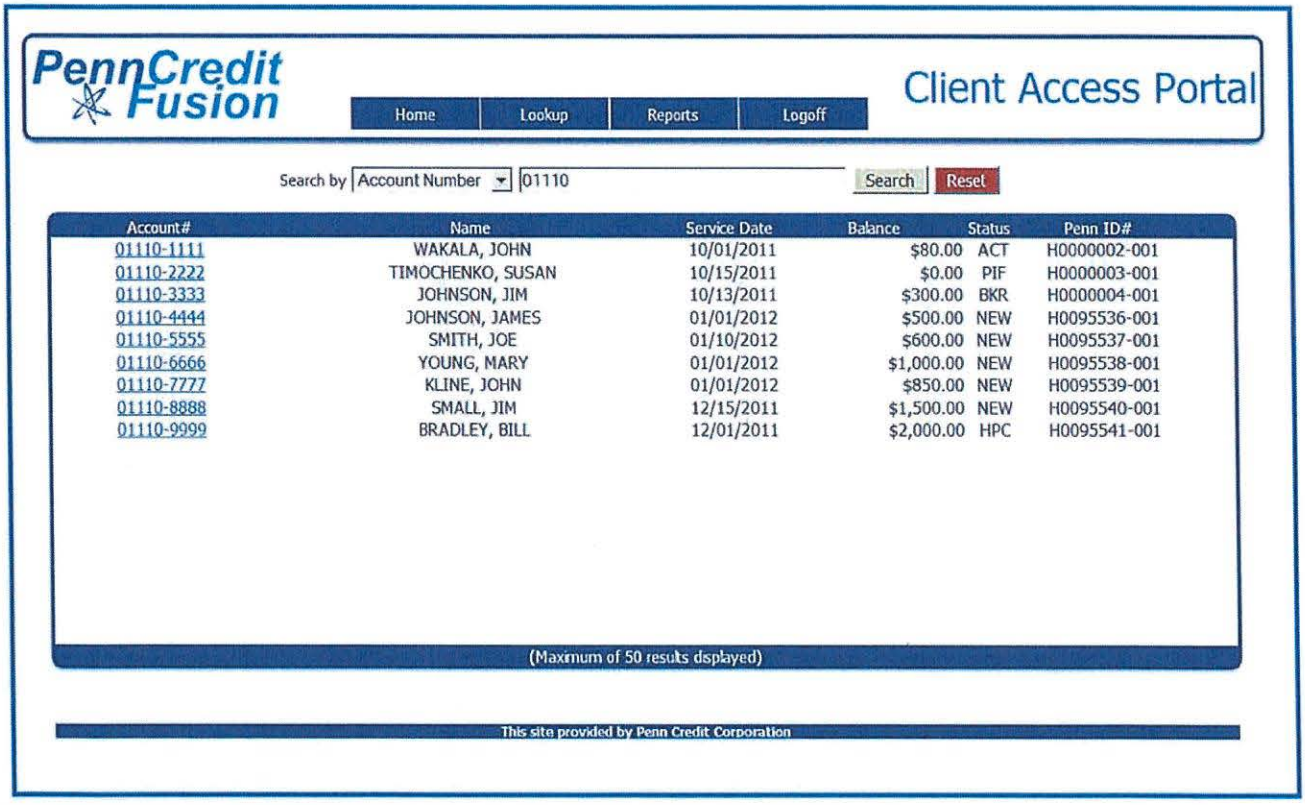
A demo of Penn Credit's FUSION Client Portal can be accessed by visiting:

https://fusioncl.penncredit.com/

Sample screen shots and available reports from this on-line access portal are provided on the following pages.

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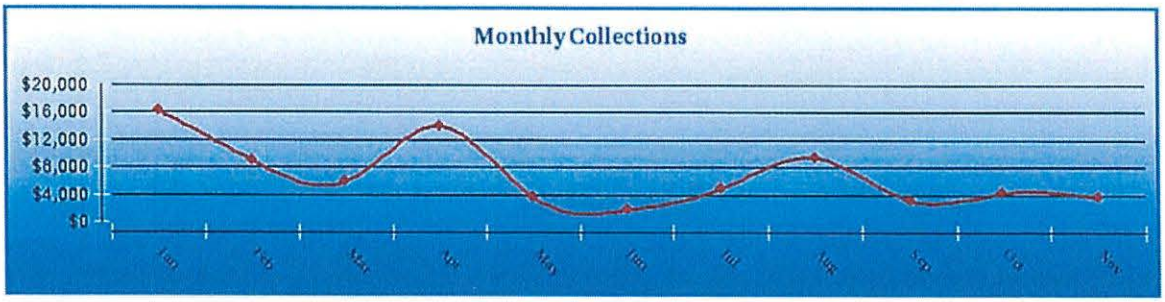


Account#	Name	Service Date	Balance	Status	Penn ID#
01110-1111	WAKALA, JOHN	10/01/2011	$80.00	ACT	H0000002-001
01110-2222	TIMOCHENKO, SUSAN	10/15/2011	$0.00	PIF	H0000003-001
01110-3333	JOHNSON, JIM	10/13/2011	$300.00	BKR	H0000004-001
01110-4444	JOHNSON, JAMES	01/01/2012	$500.00	NEW	H0095536-001
01110-5555	SMITH, JOE	01/10/2012	$600.00	NEW	H0095537-001
01110-6666	YOUNG, MARY	01/01/2012	$1,000.00	NEW	H0095538-001
01110-7777	KLINE, JOHN	01/01/2012	$850.00	NEW	H0095539-001
01110-8888	SMALL, JIM	12/15/2011	$1,500.00	NEW	H0095540-001
01110-9999	BRADLEY, BILL	12/01/2011	$2,000.00	HPC	H0095541-001

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Dashboard Statistics

Current Month		Beginning to Date	
$2,679.50	Collections	$888,994.07	Collections
$0.00	Placed	$27,689,011.63	Placed
$0.00	Client Cancellations	4.09%	Recovery
$0.00	Penn Cancellations	$2,240,399.55	Open Inventory



Charts: Monthly Collections | Batch Collections | Batch Recovery | Open vs Placed | Number Placed |

PennCredit Fusion

Home | Lookup | Reports | Logoff

Client Access Portal

Search by Account Number 01110 Search Reset

Account#	Name	Service Date	Balance	Status	Penn ID#
01110-1111	WAKALA, JOHN	10/01/2011	$80.00	ACT	H0000002-001
01110-2222	TIMOCHENKO, SUSAN	10/15/2011	$0.00	PIF	H0000003-001
01110-3333	JOHNSON, JIM	10/13/2011	$300.00	BKR	H0000004-001
01110-4444	JOHNSON, JAMES	01/01/2012	$500.00	NEW	H0095536-001
01110-5555	SMITH, JOE	01/10/2012	$600.00	NEW	H0095537-001

(Maximum of 50 results displayed)

Account #: 01110-1111
Penn ID #-TBK: H0000002001
Placed: 01/05/2012 Service: 10/01/2011
Account Status: ACT - ACTIVE ACCOUNT
Patient Name:
Service Rendered: DELINQUENT BILL
# of Letters: 1 Last Ltr: 01/06/2012

Gross Placed: $100.00
Add-on: $0.00
Adjustments: $20.00
Penalty/Int: $0.00
Total Payments: $0.00
Balance: $80.00

Name/Address
WAKALA, JOHN
123 MARKET ST
HARRISBURG, PA 17111-0000
Home: 111-111-1111
Work: 222-222-2222
Promise Date:
Promise Amount: $0.00
Last Pmt Date:
Last Pmt Amount: $0.00
Return Date:
Return Reason Code:

Account Summary (PDF)

Remarks | Contacts | Payments | Transactions | Bankruptcy | 30 Day Hold

Remark History

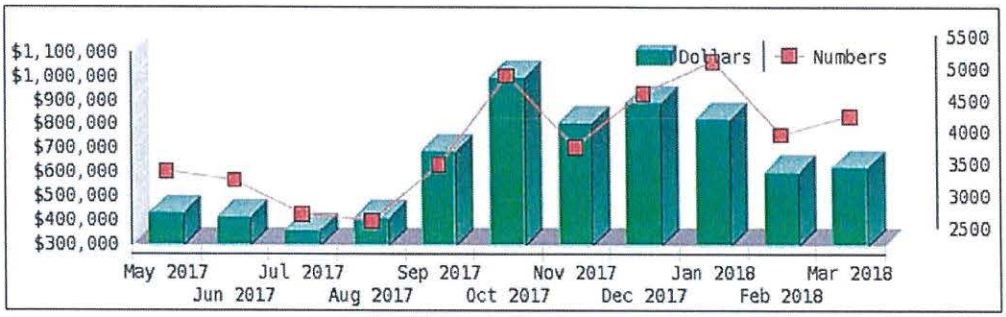
Date	Time	Remark
03/06/2013	10:25	USER: DEB NEW ACT: 0000002002
01/18/2013	09:01	TEST
01/18/2013	09:01	TEST
01/18/2013	09:00	TEST
01/18/2013	09:00	TEST
01/18/2013	09:00	TEST
01/18/2013	08:59	TEST
09/25/2012	11:54	USER: DEB ADDRESS CHG

This site provided by Penn Credit Corporation

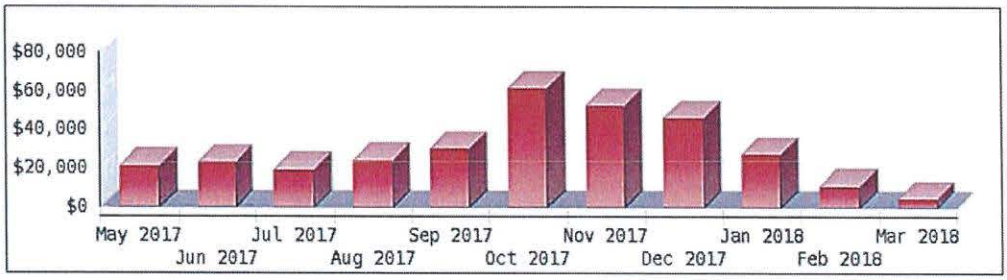
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Client Summary Report

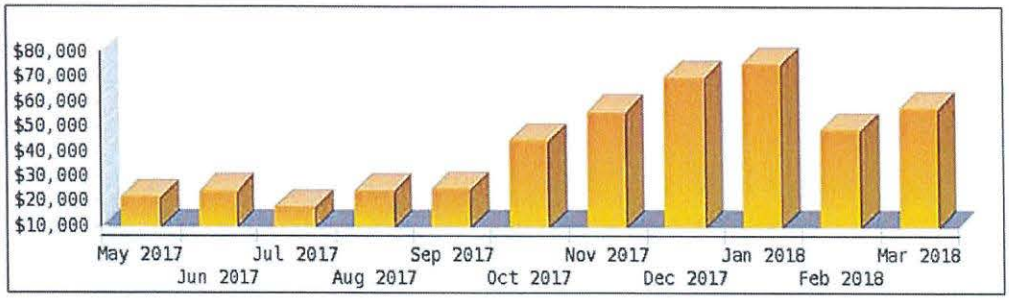
Dollars and Numbers Placed



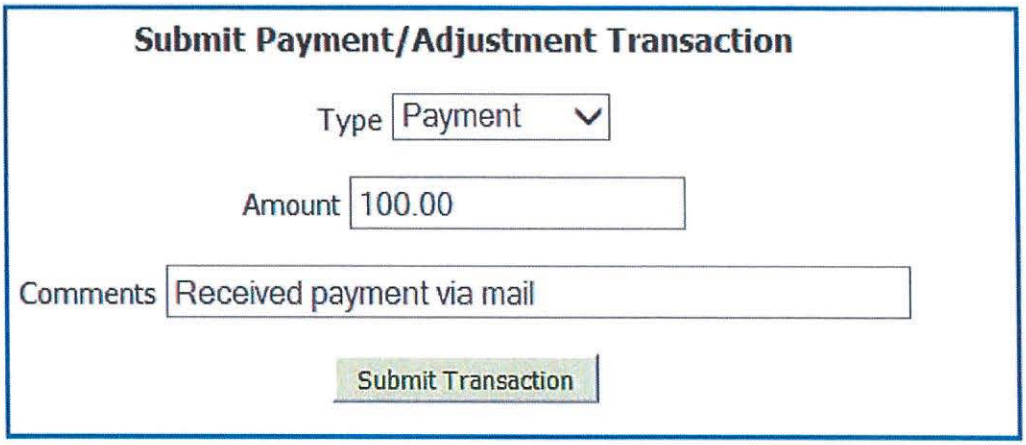
Placement Collections

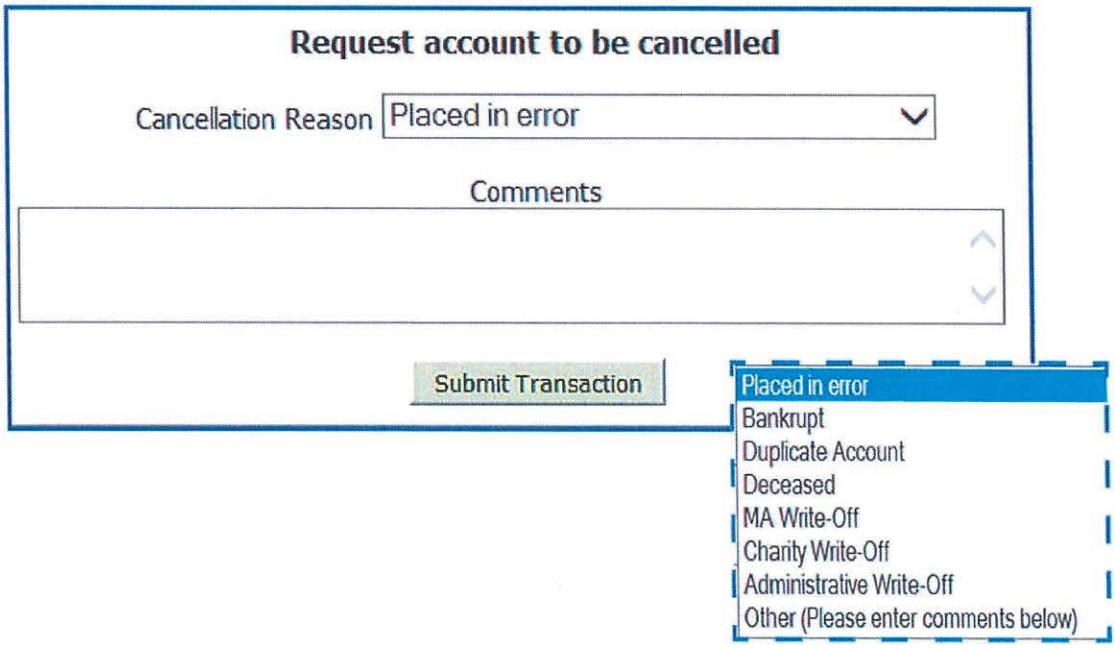


Monthly Collections

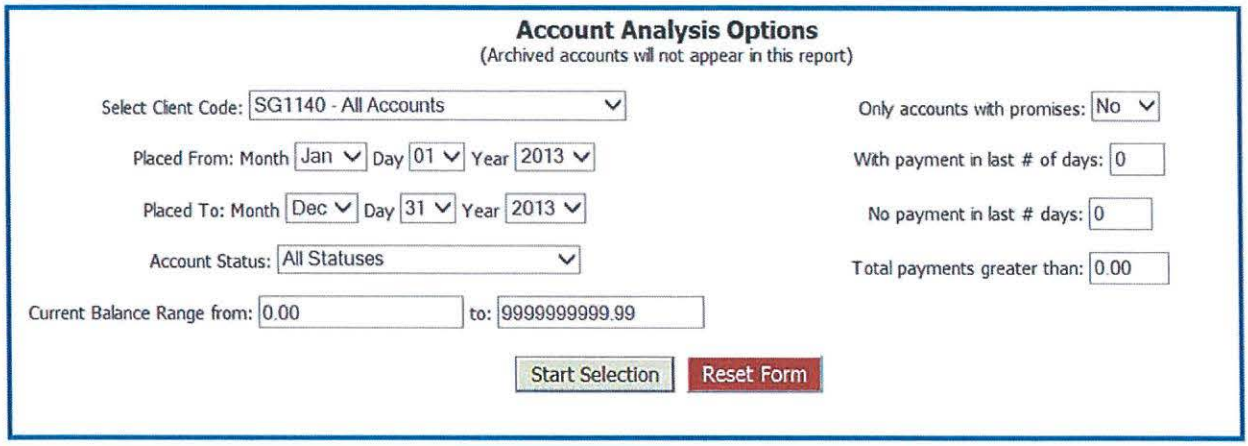


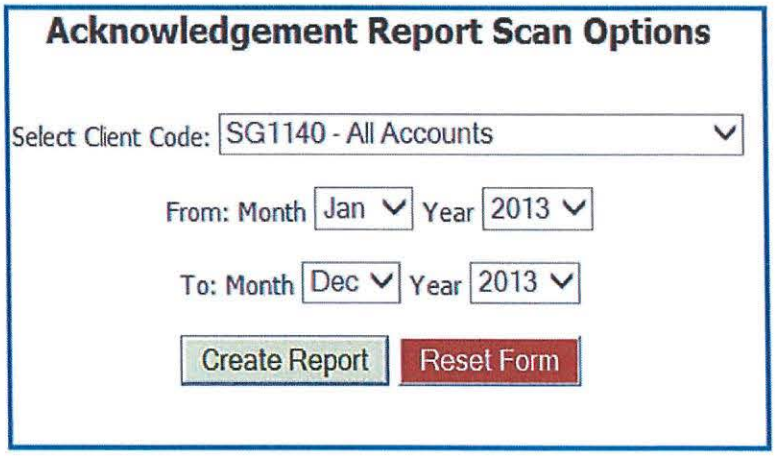
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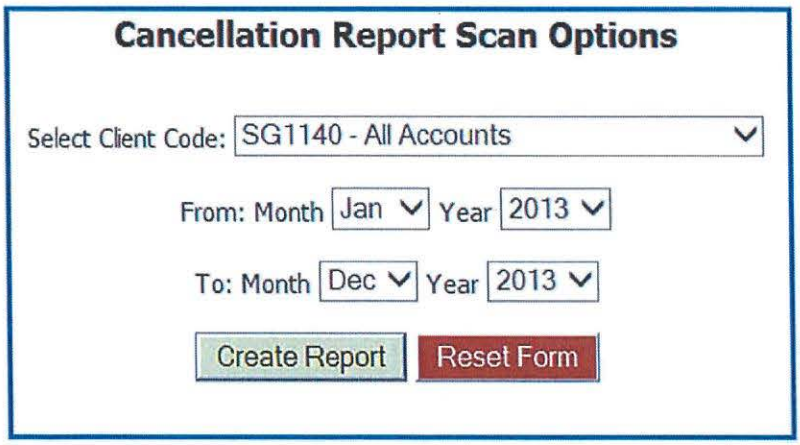




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ACA INTERNATIONAL
The Association of Credit and Collection Professionals

Certificate of Membership

2018

Penn Credit Corporation

Harrisburg, Pennsylvania

Company Member Number 10047293

has pledged to uphold and abide by the Code of Conduct of ACA International, the world's largest organization of accounts receivable management companies, and is hereby entitled to the rights and privileges of membership as provided in the Bylaws of ACA International, the Association of Credit and Collection Professionals.

1.14 The bidder must submit documentation of American Collectors Association International (ACA) or other state and national trade association memberships.

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1.15 The bidder must report any changes in the organization's ownership to the Clerk within thirty days of said change from the date of the RLI submission through the term of the collections agreement.

Penn Credit agrees to report any changes within the organization's ownership to the Clerk within thirty days of said change from the date of the RLI submission through the term of the collections agreement.

1.16 The bidder must provide current samples of collection notices and/or mailers used for governmental and/or court collections.

MEANINGFUL LETTER SERIES IMPACTS COLLECTIONS

Penn Credit's collection letters are designed in a specified sequence, at specified times, and according to specific circumstances, generating meaningful communication with the defendant. A collection contact followed by a meaningful, well-timed letter offers a better collection impact than a stand-alone collection notice. Our letter series includes the initial notice and progressively more demanding follow-up letters.

Accounts with active payment plans will receive monthly letters and those with a post-dated check plan receive a reminder notice a set number of days before the process date.

Penn Credit will obtain the Clerk's approval of all collection letters prior to their use and we will obtain the Clerk's written approval before making any changes to collection letters sent out to defendants. We have the capability of sending double-sided letters in English and Spanish.

Sample collection letters have been provided on the following pages.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000118

PennCredit Corporation

Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: Broward County Clerk of Courts
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [$###.##]

ACA INTERNATIONAL
The Association of Credit and Collection Professionals
Member

Our collection agency has been hired to represent the Broward County Clerk of Courts. Court records indicate that there is an outstanding traffic case pending against you in Broward County for unpaid cost(s), fee(s) or fine(s) in the case(s) listed below. As a result either your Florida driver's license or your driving privileges in Florida (if you do not have a Florida driver's license) may have been suspended. Driving on a suspended driver's license could result in your arrest.

Please send payment in full using the enclosed envelope by check, credit card or money order. You may also go online to account.penncredit.com to make payment or contact our office to pay over the phone. Please contact our office if you are unable to pay the amount due.

PLEASE NOTE only if your license has been suspended:
Upon receipt and processing of your payment, allow 7 to 10 business days for electronic updates to the Florida Department of Motor Vehicles. You may go to any Broward County Clerk's or Driver License Examining Office or go to www.browardclerk.org and pay any applicable fees, such as late fees or Driver License reinstatement fees to reinstate your driver's license.

If you possess an out-of-state driver's license, you may request a copy of your D-6 clearance form from the Broward County Clerk of Courts by visiting their office or sending a self-addressed stamped envelope to the Broward County Clerk of Courts (Traffic & Misdemeanor Division), P.O. Box 14610; Fort Lauderdale, FL 33302-14610; a copy of your D-6 clearance form will be mailed to you. Until your driver license or privilege is reinstated, all enforcement mechanisms remain intact.

VIOLATION DESCRIPTION	VIOLATION DATE	CASE NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[############]	[$###.##]

DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW

☐ VISA	☐ MASTERCARD	☐ DISCOVER
CARD NUMBER		EXP. DATE
SIGNATURE		AMOUNT

Visit http://account.penncredit.com to pay your bill online.

91203 - 1

#BWNJHBY
#9042727300351540#
[Debtor Name]
[Address Line One]
[Address Line Two]

ID NUMBER: C0206277

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

91203-NEW-1

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000119

PennCredit Corporation

Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

MM/DD/YYYY

CLIENT: Broward County Clerk of Courts
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [$###.##]

ACA INTERNATIONAL
The Association of Credit and Collection Professionals
Member

Request for Payment

Failure to contact our office leads us to believe that you do not have intentions of resolving your just debt. If you are unable to pay in full, payment arrangements may be available. We will do our best to work with you.

Please send payment in full using the enclosed envelope or you may go online to account.penncredit.com to make payment or contact our office to pay over the phone at 800-900-1380. Please contact our office if you are unable to pay the amount due.

PLEASE NOTE only if your license has been suspended:
Upon receipt and processing of your payment, allow 7 to 10 business days for electronic updates to the Florida Department of Motor Vehicles. You may go to any Broward County Clerk's or Driver License Examining Office or go to www.browardclerk.org and pay any applicable fees, such as late fees or Driver License reinstatement fees to reinstate your driver's license.

If you possess an out-of-state driver's license, you may request a copy of your D-6 clearance form from the Broward County Clerk of Courts by visiting their office or sending a self-addressed stamped envelope to the Broward County Clerk of Courts (Traffic & Misdemeanor Division), P.O. Box 14610; Fort Lauderdale, FL 33302-14610; a copy of your D-6 clearance form will be mailed to you. Until your driver license or privilege is reinstated, all enforcement mechanisms remain intact.

VIOLATION DESCRIPTION	VIOLATION DATE	CASE NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[##########]	[$###.##]

DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW

☐VISA ☐MASTERCARD ☐DISCOVER	
CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT

Visit http://account.penncredit.com to pay your bill online.

91203 - 1

#BWNJHBY
#9042727300351540#
[Debtor Name]
[Address Line One]
[Address Line Two]

ID NUMBER: C0206277

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

91203-NEW-1

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000120

PennCredit Corporation

Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

MM/DD/YYYY

CLIENT: Broward County Clerk of Courts
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [$###.##]

ACA INTERNATIONAL
The Association of Credit and Collection Professionals
Member

Promise to Pay

Please make payment as promised. If you pay as agreed, there will be no need to contact you again regarding this matter.

Please send payment the enclosed envelope or you may go online to account.penncredit.com to make payment or contact our office to pay over the phone at 800-900-1380.

PLEASE NOTE only if your license has been suspended:
Upon receipt and processing of your payment, allow 7 to 10 business days for electronic updates to the Florida Department of Motor Vehicles. You may go to any Broward County Clerk's or Driver License Examining Office or go to www.browardclerk.org and pay any applicable fees, such as late fees or Driver License reinstatement fees to reinstate your driver's license.

If you possess an out-of-state driver's license, you may request a copy of your D-6 clearance form from the Broward County Clerk of Courts by visiting their office or sending a self-addressed stamped envelope to the Broward County Clerk of Courts (Traffic & Misdemeanor Division), P.O. Box 14610; Fort Lauderdale, FL 33302-14610; a copy of your D-6 clearance form will be mailed to you. Until your driver license or privilege is reinstated, all enforcement mechanisms remain intact.

VIOLATION DESCRIPTION	VIOLATION DATE	CASE NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[##########]	[$###.##]

DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW

☐ VISA ☐ MASTERCARD ☐ DISCOVER

CARD NUMBER | EXP. DATE

SIGNATURE | AMOUNT

Visit http://account.penncredit.com to pay your bill online.

91203 - 1

#BWNJHBY
#9042727300351540#
[Debtor Name]
[Address Line One]
[Address Line Two]

ID NUMBER: C0206277

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

91203-NEW-1

AMERICAN OVERSIGHT

PennCredit Corporation

Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

MM/DD/YYYY

CLIENT: Broward County Clerk of Courts
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [$###.##]

ACA INTERNATIONAL
The Association of Credit and Collection Professionals
Member

Broken Promise

You have not made your payment as promised. It is important that you either make payment or contact our office today.

Please send payment the enclosed envelope or you may go online to account.penncredit.com to make payment or contact our office to pay over the phone at 800-900-1380.

PLEASE NOTE only if your license has been suspended:
Upon receipt and processing of your payment, allow 7 to 10 business days for electronic updates to the Florida Department of Motor Vehicles. You may go to any Broward County Clerk's or Driver License Examining Office or go to www.browardclerk.org and pay any applicable fees, such as late fees or Driver License reinstatement fees to reinstate your driver's license.

If you possess an out-of-state driver's license, you may request a copy of your D-6 clearance form from the Broward County Clerk of Courts by visiting their office or sending a self-addressed stamped envelope to the Broward County Clerk of Courts (Traffic & Misdemeanor Division), P.O. Box 14610; Fort Lauderdale, FL 33302-14610; a copy of your D-6 clearance form will be mailed to you. Until your driver license or privilege is reinstated, all enforcement mechanisms remain intact.

VIOLATION DESCRIPTION	VIOLATION DATE	CASE NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[##########]	[$###.##]

DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW

☐ VISA	☐ MASTERCARD	☐ DISCOVER
CARD NUMBER		EXP. DATE
SIGNATURE		AMOUNT

Visit http://account.penncredit.com to pay your bill online.

91203 - 1

#BWNJHBY
#9042727300351540#
[Debtor Name]
[Address Line One]
[Address Line Two]

ID NUMBER: C0206277

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

91203-NEW-1

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000122

PennCredit Corporation

Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

MM/DD/YYYY

CLIENT: Broward County Clerk of Courts
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [$###.##]

ACA INTERNATIONAL
The Association of Credit and Collection Professionals
Member

Statement of Your Account(s)

Please continue to make your monthly payments. If you wish to automate your payments, please contact our office at 800-900-1380 or go online at account.penncredit.com.

PLEASE NOTE only if your license has been suspended:
Upon receipt and processing of your payment, allow 7 to 10 business days for electronic updates to the Florida Department of Motor Vehicles. You may go to any Broward County Clerk's or Driver License Examining Office or go to www.browardclerk.org and pay any applicable fees, such as late fees or Driver License reinstatement fees to reinstate your driver's license.

If you possess an out-of-state driver's license, you may request a copy of your D-6 clearance form from the Broward County Clerk of Courts by visiting their office or sending a self-addressed stamped envelope to the Broward County Clerk of Courts (Traffic & Misdemeanor Division), P.O. Box 14610; Fort Lauderdale, FL 33302-14610; a copy of your D-6 clearance form will be mailed to you. Until your driver license or privilege is reinstated, all enforcement mechanisms remain intact.

VIOLATION DESCRIPTION	VIOLATION DATE	CASE NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[##########]	[$###.##]

DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW

☐ VISA ☐ MASTERCARD ☐ DISCOVER

CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT

Visit http://account.penncredit.com to pay your bill online.

91203 - 1

#BWNJHBY
#9042727300351540#
[Debtor Name]
[Address Line One]
[Address Line Two]

ID NUMBER: C0206277

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

91203-NEW-1

AMERICAN OVERSIGHT

PennCredit Corporation

Horario: Lunes a Jueves, de 8 a.m. a 10 p.m.
Viernes, de 8 a.m. a 5 p.m.
Sábado, de 8 a.m. a 12 p.m.
800-900-1380

NOTIFICACIÓN DE COLECCIÓN

MM/DD/YYYY

CLIENTE:
Nº DE CUENTA:
CANTIDAD QUE ADEUDA:

Nuestro cliente ha remitido su(s) cuenta(s) en mora, de referencia a continuación, para cobro. Nuestro cliente considera muy seriamente el cobro de dinero que se le adeuda y yo estoy seguro de que usted tiene la intención de honrar su deuda. Envíe el pago utilizando el sobre adjunto o también puede realizar el pago en línea a http://account.penncredit.com, o comunicarse con nuestra oficina para pagar por teléfono. Comuníquese con nuestra oficina si no puede pagar la cantidad adeudada.

A menos que envíe una notificación a esta oficina dentro de los 30 días después de recibir esta notificación, cuestionando la validez de esta deuda o una parte de la misma, esta oficina considerará que esta deuda es válida. Si notifica a esta oficina por escrito dentro de los 30 días luego de recibida esta notificación, esta oficina obtendrá la verificación de la deuda o una copia de un fallo, y le enviará por correo una copia de ese fallo o verificación. Si usted realiza una solicitud por escrito a esta oficina dentro de los 30 días luego de recibida esta notificación, esta oficina le proporcionará el nombre y la dirección del acreedor original, si fuese distinto del acreedor actual.

Esto es un intento de cobrar una deuda por parte de un cobrador de deudas y cualquier información obtenida se utilizará para ese fin. Los derechos importantes arriba incluidos se aplican a cada cuenta de manera individual y usted tiene el derecho de cuestionar cualquiera o todas las cuentas incluidas en esta notificación. En caso de que opte por ejercer sus derechos importantes arriba incluidos, indique qué cuenta(s) cuestiona.

SERVICIO PROPORCIONADO:	FECHA DEL SERVICIO	Nº DE CUENTA	CANTIDAD QUE ADEUDA

Separar y volver con el pago para acelerar el crédito a su cuenta

P.O Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED

SI VA A PAGAR USANDO: MASTERCARD, DISCOVER, O VISA, FAVOR LLENAR EL ESPACIO DEBAJO

☐VISA	☐MASTERCARD	☐DISCOVER
Número de Tarjeta		Fecha de Vencimiento
Firma		Cantidad

Pague en linea con tarjeta de credito en http://account.penncredit.com.

Los pagos recibidos por cheque serán depositados electrónicamente, a menos que usted paga por cheque de tipo no consumidor. Usted puede excluirse de este programa mediante pagar por un giro postal o un cheque de viajero. En el caso improbable de que se le devuelva el cheque (pago), podemos optar por vía electrónica (o por documento papel) volver a presentar su cheque (pago) hasta dos veces más. Usted también entiende y acepta que podemos cobrar un cargo de procesamiento de devolución por el mismo medio, en una cantidad que no exceda lo que está permitido por la ley estatal.

ID NUMBER: C0206277

91203 - 1

#BWNJHBY
#904272730035154O#
[Debtor Name]
[Address Line One]
[Address Line Two]

PENN CREDIT
916 S 14th ST
PO BOX 988
HARRISBURG PA 17108-0988

91203-NEW-1

AMERICAN OVERSIGHT

1.17 The bidder must provide information on any municipal, county, state, or federal investigation, lawsuit, claim, bankruptcy, or challenge as to the bidder's owners, partners, or corporate officers during the past three years that might have a material impact on the organization's ability to continue functioning as a debt collector or might have a material impact on said owner, partner, or corporate officer, including, but not limited to, any civil or criminal penalties.

Penn Credit does not have any municipal, county, state, or federal investigation, lawsuit, claim, bankruptcy, or challenge as to it's owners, partners, or corporate officers during the past three years that might have a material impact on the organization's ability to continue functioning as a debt collector or might have a material impact on said owner, partner, or corporate officer, including, but not limited to, any civil or criminal penalties.

1.18 The bidder must provide detailed description of its collection techniques, activities, and internal quality assurance to ensure desired collection performance.

Should the Clerk elect to re-hire Penn Credit, we anticipate a brief review of all existing processes and collection resources. If the Clerk chooses, Penn Credit will continue collection on our existing accounts with an uninterrupted revenue flow for the Clerk. Please see Penn Credit's condensed Implementation Plan on the following pages, followed by our collection procedure and quality assurance techniques. Penn Credit's staff will meet as needed to ensure services are up to the Clerk's expectations and will remain available throughout the debt recovery process, prepared for and capable of addressing any additional needs the Clerk may have.



A Penn Credit contact center

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000125

Implementation

Days 1-2

- Contract documentation is completed and returned (includes contract, certificates of insurance, etc.)
- Penn Credit implementation team has initial meetings with the Clerk:
  - Review service requirements, communication procedures, quality control measures and work standards
  - Confirm account types, letter language and any new customized collection procedures
  - Discuss any requested changes to reports, data files and transfer of funds (if applicable)
  - Review material for inclusion in Penn Credit's client-specific training/ procedures manual

Day 3

- Though Penn Credit does not anticipate any data exchange testing to be needed, Penn Credit's Information Technology staff is certainly available to process and test any new files requested by the Clerk
- Confirmation of data transfer and encryption method, as well as schedule of electronic file transfers, collections remittance and custom reports

Day 4

- Penn Credit's contract compliance officer reviews/audits all set up and implementation to date:
  - Adherence to insurance
  - Collection letter content/format
  - Proposed collection strategy
  - Staffing levels
  - Data file exchange
  - Collected funds remittance schedule and process
- Follow up meeting occurs with Clerk staff
- Outstanding items and deliverables are finalized

Day 5

- The first new referral file is transferred to Penn Credit
- Accounts are loaded into Penn Credit's collection system
- **Collection activity commences: services are operational**

AMERICAN OVERSIGHT

Penn Credit's Collection Techniques for the Clerk

From account placement and verification, through the processes of skip tracing and defendant contact, to payment and remittance, Penn Credit's procedures have been tested, stream-lined, and enhanced for the greatest results. Since beginning our services for the Clerk's office in 2015, Penn Credit's gross total collections have exceeded $10 million. Our **collection strategies cover all accounts** regardless of age and balance. As such, over $4 million was recovered from legacy/previously referred cases that Penn Credit received during the initial referrals.

Assignment of Accounts

If the account has a good address, the first letter is generated and mailed to the defendant. This letter serves to inform the defendant of placement with Penn Credit and notification of the defendant's rights as outlined by federal and state laws. If the address provided is incorrect or out-of-date, the account enters Penn Credit's skip tracing process.

If the account has a good phone number, collectors begin attempting to contact defendants multiple times per week during the hours deemed appropriate by federal and state laws. If the phone number provided with the account is incorrect or out-of-date, the account enters Penn Credit's skip tracing process.

In order to promote the greatest degree of efficiency among collectors, Penn Credit's collection system utilizes account routing parameters based on account classification and balance range. Management actively monitors the call lists for our automated dialing collectors and the work queues for our assigned account loop collectors on a regular basis, ensuring that the volume of accounts is not larger than appropriate. Collectors and supervisors work as a team, assisting one another with incoming calls and resolving disputes when required. This flexible and cooperative environment ensures that production levels are being met and defendant service levels are being exceeded.

Contact Capacity

Together, our automated dialing systems can generate 1,000 calls per minute and more than 700,000 attempts per day. All "busy signal" calls are redialed every fifteen minutes, and "no answer" calls are redialed every two hours up to the time allowed by the federal and state regulations. Repeat calls are made every three (3) days after contact with no account conclusion. Management also staggers call times throughout the day and rotates dialing platforms to optimize high defendant contact. Penn Credit will adjust staff accordingly to meet the needs of the Clerk at any time.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000127

Penn Credit's Four Calling Strategies

Penn Credit has four calling strategies at our disposal: a proprietary automated calling/payment system, a predictive dialing platform, a Confirmed Party Contact system, and our loop collection protocol.

01

Predictive Dialing Platform Increases Productivity

This predictive dialing platform anticipates the availability of the collector's next call—and adjusts dialing volumes accordingly—so that the answering party is immediately transferred to an available collector. This method ensures the party is unaware that he/she has been on an automated call and is more willing to begin discussions with the collector. This system allows one (1) collector to contact up to 35 defendants an hour, effectively and efficiently increasing Penn Credit's "collector to defendant" ratio.

02

DAVIS (Digitized Automated Voice Intelligence System)

This system utilizes Interactive Voice Response (IVR) technology and makes calls from 9 a.m. to 9 p.m. in the time zone where the defendant resides. Upon contact, defendants are provided with their account information and available payment options. While using the DAVIS system, any defendant has the ability to speak to a live collector at any time by following the instructions built into the system; DAVIS is capable of providing defendant interaction in both Spanish and English to aid bilingual collection needs.

03

Confirmed Party Contact Verifies Defendant Identity

Our Confirmed Party Contact system builds upon the aforementioned technologies (primarily, the DAVIS system) by prompting a qualification question which allows us to verify that the individual who answers the call is the defendant. The call is then immediately transferred to an available collector, allowing our collection team to communicate directly with the Confirmed Party.

See the following page.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000128

04

Loop Collection Protocol Increases Likelihood of Repayment

This collection practice assigns ownership of accounts to individual collectors, making these collectors responsible for the collection of the account. The collector to whom the account is assigned performs the majority of collection activity on the account, including all skip tracing required. The collector has access to several online resources to acquire new contact data. This loop method creates a relationship between the collector and defendant, promoting a more cooperative series of exchanges and increasing the likelihood of repayment. To further the efficacy of the loop collection protocol, a direct toll free number is included on all letters sent to the defendant.

Loop collectors notate in the collection system what has been accomplished after working an account; they also have the ability to tag a specific priority based on the outcome. This process drives Penn Credit's organization of the work schedule, for example:

- *Payment Arrangement Established:* The account is tagged as a payment plan priority and is grouped with other payment plan accounts for monitoring through payment in full by the collector. Should a payment plan be broken, the collector is alerted by the collection system and immediate follow up will occur.
- *Follow Up Appointment:* The account is tagged as a priority for the collector to follow up at a specific date and time. The collector is alerted to any follow-up appointment by a system generated notification.
- *Difficult to Reach:* The account is tagged as a difficult to reach priority if the collector has determined that they are calling the best possible phone number available, though they have not obtained defendant contact. These accounts receive calls at varied times by the loop collector and automated dialing collectors.
- *Skip Tracing:* The account is tagged as a skip tracing priority when additional contact information is needed to reach the defendant. To maximize defendant contact, the collector performs the majority of skip tracing during non-peak hours.

While the loop method is highly successful, other calling strategies are used concurrently to work these accounts, complementing the loop collection system.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000129

NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

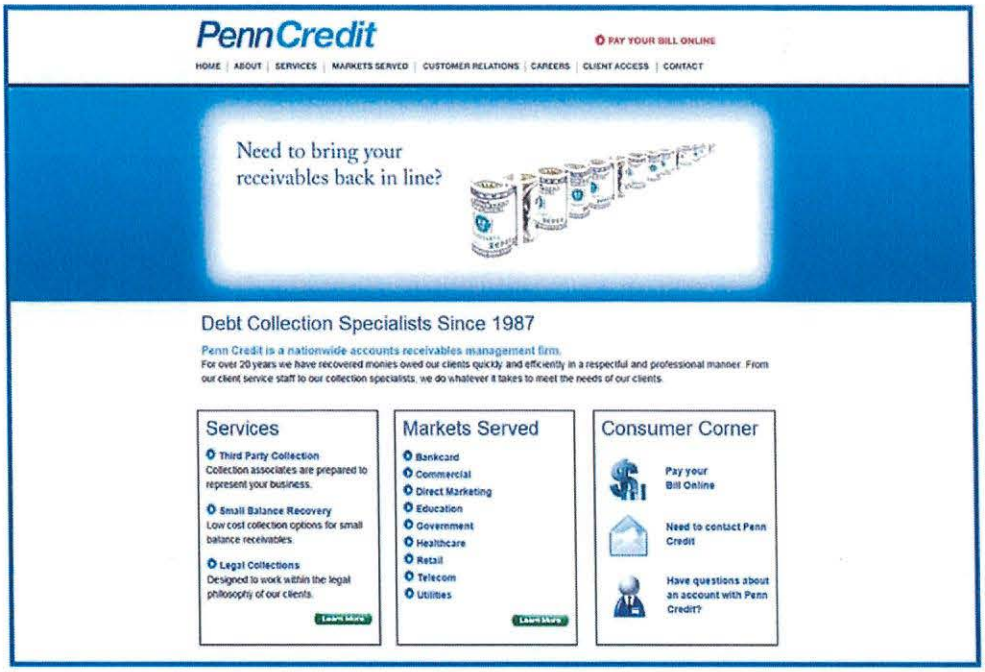
Please contact publicrecords@browardclerk.org for further information.

AMERICAN OVERSIGHT

Convenient and Secure Payment Options

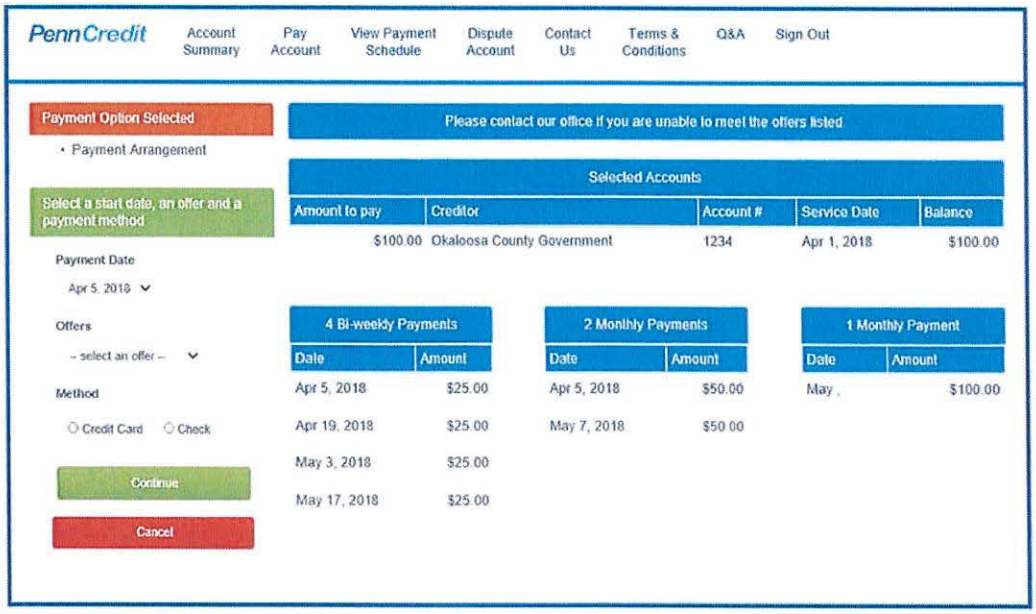
Penn Credit places great emphasis on the importance of recovering the Clerk's portfolio. All payments will be transacted in a secure manner and as a PCI-DSS Compliant company, Penn Credit will ensure that all cardholder data we process is safe and secure at all times. Penn Credit provides the following payment options for defendants:

- **Credit Card By Phone:** We can accept MasterCard, Discover and Visa credit cards with the ability to specify a specific date for the transaction (or re-occurring if payment plan).
- **Check By Phone:** Penn Credit can specify a specific date for the transaction (or re-occurring if payment plan).
- **Cash Payments - Western Union & MoneyGram:** Consumers pay their account at any Western Union or MoneyGram location allowing us to post payment the same day.
- **Mail Payments:** Consumers may pay via check, money-order or credit card using the included return envelope.
- **Internet:** Consumers may access our on-line payment system 24 hours a day/seven days a week, and may make check or credit card payments on their accounts at www.penncredit.com. Penn Credit's web payment portal system allows a customer to pay an account in full or setup a payment arrangement. All activity is tracked for added security. Further, the website is Smartphone compatible.



Please see the following page for screenshots of the latest version of our online payment portal scheduled for deployment in early May 2018.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000131



PennCredit | Account Summary | Pay Account | View Payment Schedule | Dispute Account | Contact Us | Terms & Conditions | Q&A | Sign Out

Payment Option Selected

- Payment Arrangement

Select a start date, an offer and a payment method

Payment Date: Apr 5, 2018

Offers: -- select an offer --

Method: ○ Credit Card ○ Check

Continue

Cancel

Please contact our office if you are unable to meet the offers listed

Selected Accounts

Amount to pay	Creditor	Account #	Service Date	Balance
$100.00	Okaloosa County Government	1234	Apr 1, 2018	$100.00

4 Bi-weekly Payments

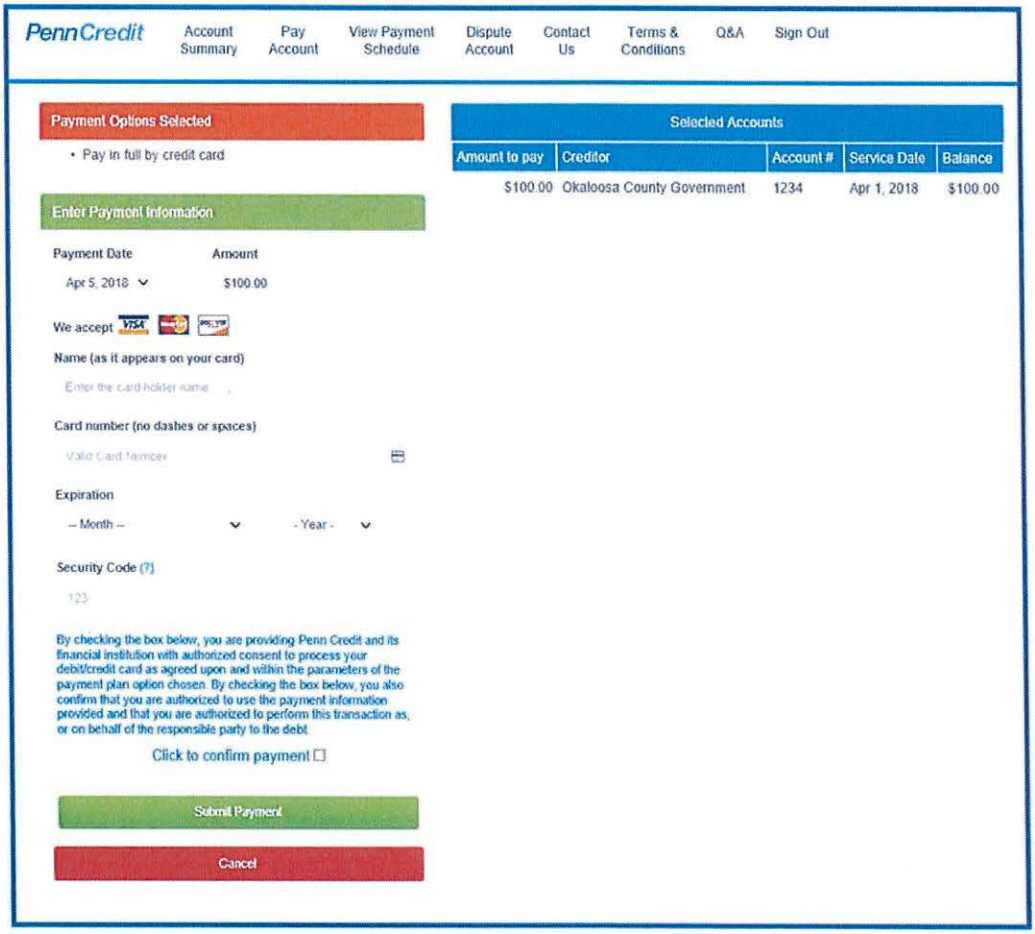
Date	Amount
Apr 5, 2018	$25.00
Apr 19, 2018	$25.00
May 3, 2018	$25.00
May 17, 2018	$25.00

2 Monthly Payments

Date	Amount
Apr 5, 2018	$50.00
May 7, 2018	$50.00

1 Monthly Payment

Date	Amount
May ,	$100.00



PennCredit | Account Summary | Pay Account | View Payment Schedule | Dispute Account | Contact Us | Terms & Conditions | Q&A | Sign Out

Payment Options Selected

- Pay in full by credit card

Enter Payment Information

Payment Date: Apr 5, 2018 — Amount: $100.00

We accept

Name (as it appears on your card)

Enter the card holder name

Card number (no dashes or spaces)

Valid Card Number

Expiration: -- Month -- - Year -

Security Code (?)

123

By checking the box below, you are providing Penn Credit and its financial institution with authorized consent to process your debit/credit card as agreed upon and within the parameters of the payment plan option chosen. By checking the box below, you also confirm that you are authorized to use the payment information provided and that you are authorized to perform this transaction as, or on behalf of the responsible party to the debt

Click to confirm payment ☐

Submit Payment

Cancel

Selected Accounts

Amount to pay	Creditor	Account #	Service Date	Balance
$100.00	Okaloosa County Government	1234	Apr 1, 2018	$100.00

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Payment Considerations

Payment in full is requested by Penn Credit collectors on each and every contact on all accounts. Should the defendant not be able to make a full payment, our representative will begin qualifying the defendant through several financial questions to determine sources and levels of income, payday frequency and other debts/obligations. The collector will use this information to determine a fair and reasonable payment plan (in the absence of contractual obligations) for the defendant and that will ensure the Clerk recovers the debt.

Our collectors generally follow a standard guide when setting up payment agreements and typically aim for a 30% down payment. This guide is adjustable to meet Clerk needs and guidelines, as necessary.

Payment Scheduling			
Debt Amount	**Schedule**	**Debt Amount**	**Schedule**
$35 or Less	Payment in Full	$501-$900	5 Payments
$36-$75	2 Payments	$901-$1,350	6 Payments
$76-$150	3 Payments	$1,351 and Greater	7 Payments
$151-$500	4 Payments		

Collectors make sure that defendants understand that they must stick to the agreed-upon payment plan or the entire amount is due. Penn Credit's internally developed collection system automatically identifies accounts for which a payment has not been submitted within 24 hours after the payment due date. The system notifies the appropriate collector who then immediately follows up by contacting the defendant. **All plans and postdated check or credit card agreements generate automated letters** a set number of days before each due date so defendant do not forget.

"We will educate defendants and provide them with a method and opportunity to repay their debt. We will always take into consideration hardship cases in order to protect the dignity and rights of the defendant."

- Richard S. Templin, President

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Automated Skip Tracing

Successful skip tracing is an essential part of Penn Credit's collection strategy; therefore, we subscribe to a wide range of skip tracing products and national databases (Lexis/Nexis, CBC Innovis, and TransUnion). After the initial placement, accounts are "scrubbed" for address verification through National Change of Address (NCOA), phone append, and deceased verification. Once the account information is confirmed, the collection process begins; however, if at any time the contact information is determined to be incomplete or incorrect, the account is placed in our automated "Waterfall" skip tracing process.

Each step in this "Waterfall" process utilizes a new skip tracing product, rotated weekly. The steps and information provided are progressively more intensive and detailed than the previous. The account proceeds from step to step until the appropriate information is obtained and successful contact is made with the defendant. Penn Credit's waterfall skip tracing process may be utilized at any point during the collection process, ensuring that Penn Credit maintains contact with defendants until the amount owed the Clerk has been recovered.

Our skip tracing vendors and their products are reviewed for performance on a regular basis and we are continuously adding and evaluating new products and strategies. Some of our vendors include the following:

LexisNexis®

LocateSmarter online

CBC Innovis

THE WORK® NUMBER

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Manual Loop Collection Skip Tracing

Penn Credit's loop collectors manually skip trace as necessary. Our assigned account loop collectors are provided with dual wide screen monitors and have access to several Internet based skip tracing resources at their work stations, enabling them to perform individual skip tracing.

TLOxp® This is an online skip-tracing tool that collectors use in attempting to locate a skipped defendant. This tool provides credit bureau "header" information from TransUnion, social security verification, address verification, phone number verification, reverse look-up, same names, and same addresses if under a different name.

Penn Credit also has the following search functions at our disposal for manual loop collectors:

- Asset Verification
- State Corporation Information
- License Records
- Motor Vehicle Records
- Tax Assessment

TransUnion | TLOxp

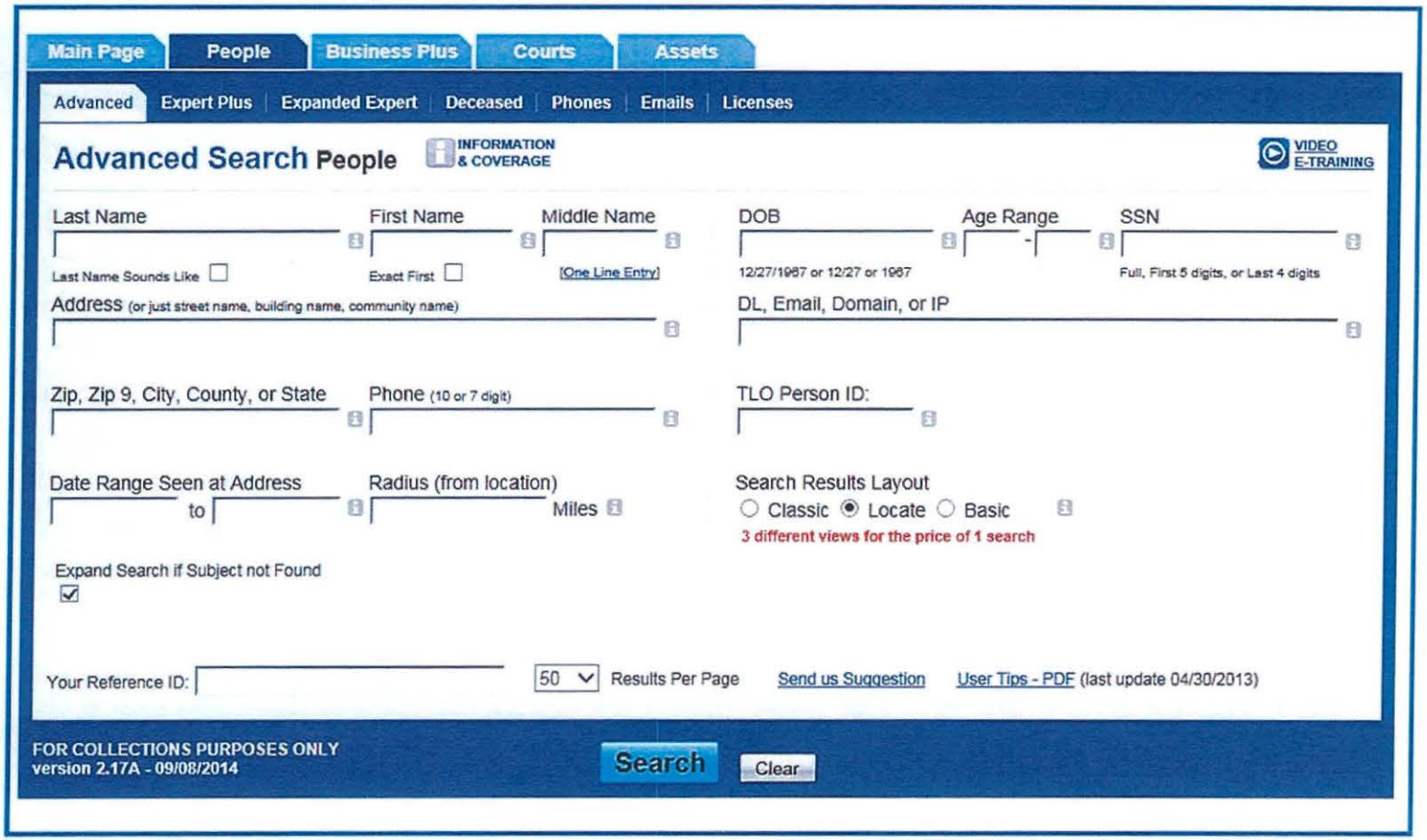
A screen shot of TLOxp has been provided on the following page.

Contact Center Hours

Penn Credit collection offices are operational for a total of 77 hours each week.

Staffed Collection Hours		
Day	**Start**	**Collectors End**
Monday	8:00 A.M. EST	11:00 P.M. EST
Tuesday	8:00 A.M. EST	9:00 P.M. EST
Wednesday	8:00 A.M. EST	9:00 P.M. EST
Thursday	8:00 A.M. EST	11:00 P.M. EST
Friday	8:00 A.M. EST	9:00 P.M. EST
Saturday	8:00 A.M. EST	4:00 P.M. EST

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PCI DSS validated
SSAE 16 Type II Audit Completed

PennCredit
Service • Integrity • Results

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Attorney Referral - Legal Collection Capabilities (Optional Service)

Penn Credit has provided full-service litigation capabilities and acted as the liaison between our clients and our collection attorneys continuously since 1987. The scope of our collection attorney network includes South Florida and covers the United States to deliver the highest level of return on accounts.

If a defendant remains unwilling to work out reasonable repayment of defaulted debt obligations, account review for possible litigation may begin. Penn Credit's legal forwarding department will submit suit/direct garnishment authorization requests to the Clerk once internal criteria are met and approved by our collection manager. Once approval is received from the Clerk, our legal package will be forwarded to an attorney.

The Clerk should be able to provide the following:

- Complete documentation of the account
- Validation of the debt
- Statement of non-military service
- Signed affidavit of the account
- A witness when necessary

Criteria for Litigation

- Consumer balance is greater than $1,500.00
- Our collector has exhausted all voluntary means of collection
- And/or Clerk-specific contractual requirements

Assets verified and/or located

- Checking, savings, or other bank accounts where permitted
- Home ownership
- Employment
- Locate liquid and non-liquid assets, which will the debt until sold or transferred
- Rental property and other deposits

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Comprehensive Data Security

Data Security is a primary focus at Penn Credit and part of our core culture. Whether it is physical security or network/data protection, all employees at Penn Credit are informed of security measures and motivated to maintain a genuinely secure environment.

Security awareness requires a commitment to continuous employee communication and training; therefore, each employee is knowledgeable of and compliant with Penn Credit's Corporate Security Policy, which addresses the security of all information, equipment, and processes within Penn Credit's ownership and control.

Multi-Faceted Security Training

Training includes:

- Review of policies and procedures regarding computer and email usage are reinforced regularly for all employees.
- Those employees with Internet access are taught security "best practices" for the use of the Internet and email (for example not opening attachments from unknown senders and keeping passwords private). In addition to Internet security training and regular briefings, memos are distributed company-wide when new threats arise alerting all staff as to the threat, how to identify it, and what to do if it is encountered.
- Staff is constantly reminded of the importance of reporting unusual or potentially harmful activity amongst other employees, ensuring awareness of internal risk.
- All employees receive annual training on Penn Credit's Corporate Security Policy and are tested for a thorough understanding of all stated requirements.

Our tiered, multi-faceted approach to security provides both Penn Credit and our clients with a total security solution. In addition to the security awareness training for our employees, we have numerous additional measures to ensure the security of our clients' data. These measures follow.

Enhanced Physical Security

High definition surveillance cameras (1080p), security alarms, Halon fire suppression equipment, strategically placed smoke and heat detectors, and biometric fingerprint-scan entry access, protect our offices 24 hours a day, seven days a week. Each individual department is also protected by biometric fingerprint-scan. Only authorized personnel are permitted into the Information Technology Department. Additionally, the Penn Credit Data Center is protected by a final biometric access point, an environmental temperature control and alarm system. Proper and immediate action will be taken against any unauthorized personnel attempting to enter these sensitive areas.



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Maintaining Data Integrity

Only users with authorized passwords can access accounts. Internal security modules guarantee that no unauthorized access to sensitive data can occur. We utilize a two-tiered security system involving access limitations at both workstation level and application software level.

Destruction of Confidential Information

It is Penn Credit's policy to shred all confidential documents when no longer needed. We utilize the services of a shredding company in the destruction of documents and are provided with locked bins where documents are held securely until they are **shredded on site**.

Disaster Recovery Plan

Our Disaster Recovery Plan is documented, along with team assignments, job descriptions, and a recovery checklist. It is tested annually to ensure the success of our disaster procedures and to monitor downtime and recovery. (A copy of this plan is available upon request.)

The Penn Credit Disaster Recovery Plan addresses site damage that affects batch processing and tracking, on-line processing or communications for an extended period due to fire, sabotage or weather-related damage. If the main office is not available, Penn Credit's State College office has a backup computer system to take the place of the current system if necessary. Our branch offices can be used for all clerical duties and collection efforts.

Penn Credit employs two different types of backups to ensure 100% data recovery.

- ***Continuous Data Protection (CDP)*** – Penn Credit utilizes continuous data protection to ensure that all changes to data located in the main office are immediately transmitted to the disaster recovery site location in State College.
- ***Encrypted Tape Backup*** – A daily tape backup is performed on all Penn Credit systems. This backup is taken to a separate Penn Credit secure off-site location.

Furthermore, Penn Credit has contracted with Agility Recovery Solutions™ to provide fast response disaster solutions such as; power generators, call center facilities, and telecom/ computer infrastructure to supplement our current disaster recovery plan.



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Financial Protections

PCI-DSS Compliance

Penn Credit is PCI-DSS Compliant, ensuring that all card holder data we process is safe and secure at all times. Payment Card Industry Data Security Standard or PCI-DSS, is a global standard that was created to assist the credit card industry in the prevention of credit card fraud through increased controls and security. To meet these stringent requirements, Penn Credit has implemented the following procedures to protect our clients' sensitive data:

- Monthly internal & external network vulnerability scans via Nessus Professional Feed
- Credit card and checking account/routing number encryption on our system
- Annual third party penetration testing: web, internal & external

Auditing

Statement on Standards for Attestation Engagements (SSAE) No. 18 is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). As a client, the Clerk is assured that Penn Credit has superior controls and safeguards to protect, host and process the data entrusted to us. Penn Credit has been through an in-depth audit of our control objectives and activities, signifying that we are able to provide reporting in a uniform format to our clients and their auditors. Penn Credit has completed the following audits:

SOC 1 (SSAE 18) – A SOC 1 is a report on controls at a service organization that may be relevant to user entities' internal control over financial reporting.

SOC 2 – A SOC 2 report is based on the existing SysTrust and WebTrust principles. The purpose of a SOC 2 report is to evaluate an organization's information systems relevant to security, availability, processing integrity, confidentiality, or privacy.

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Quality Assurance

Quality management at all of Penn Credit's call centers is ensured by the use of Quality Rocket, a centralized and integrated call recording system located at our corporate headquarters. This system consolidates a wide range of functions into one seamless, user friendly, web-based experience. This system permits our collection, client service, training, and management personnel unparalleled access to all defendant interactions.

All interactions with our collectors are recorded individually and relevant call data and account information associated with those conversations are correlated and tagged to those recordings. In addition to audio, the screen shots during the collector's calls are recorded to allow supervisors and management staff to effectively monitor during and/or re-create after exactly what happens on every call.

Compliance 360 Management Program

Penn Credit's compliance department utilizes Compliance 360 to manage all compliance related matters throughout the company. This web-based platform serves as a single depository of all disputes, compliance rules/regulations, and Clerk work standards. The platform enables our staff to create detailed tracking and trending reports, customize staff training from these findings and audit work flows in our collection, payment processing, information technology and client relations departments.

Compliance 360
an SAI GLOBAL company

CallMiner Platform

Our speech analytics solution from CallMiner has three components which each accomplish a specific function in our efforts to maximize quality on every defendant interaction.

The **post-call analysis function** converts all contacts into fully reviewable and searchable text within several hours. This allows both for ad-hoc searches of all spoken language within user defined time frames and agent groups and more importantly, automated mining of every call for the presence or absence of specific language by the defendant or agent. Examples would be compliance with collections regulations, right party verification, the presence or absence of specific words and phrases.

CallMiner's agent **performance scorecard** visually shows both management and agents themselves how they are performing in each quality and compliance area being scored. Management is also able to view company-wide scores and then drill down all the way to individual agent groups allowing them to focus their attention where it's needed.

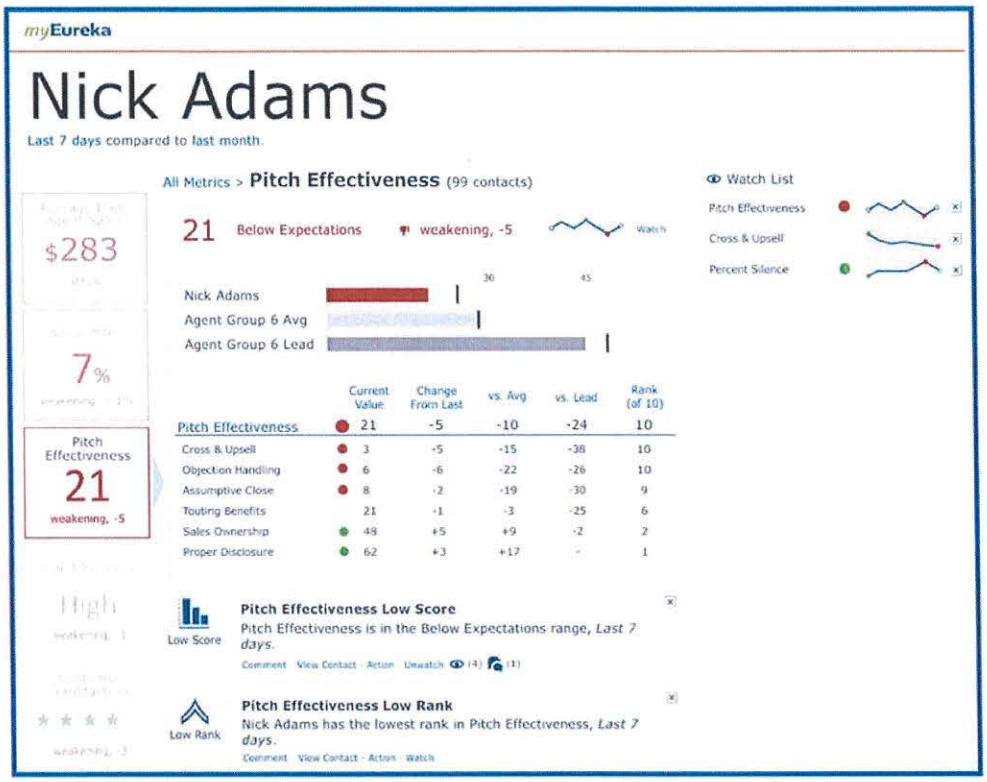
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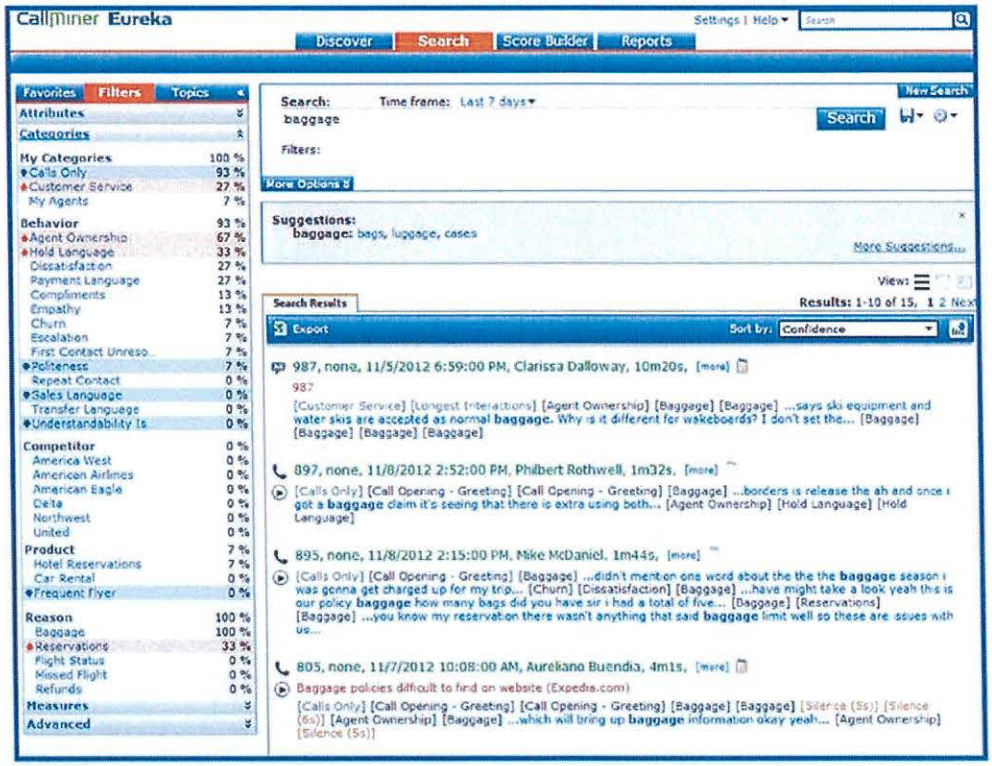
CallMiner also offers **real-time contact center compliance monitoring** by automatically monitoring all in-progress defendant interactions for the presence or absence of specific language or acoustic characteristics. This real-time alerting system enables supervisors and quality analysts to review occurrences of infractions such as the absence of compliance script language, in addition to being able to immediately intervene when appropriate. Additionally, the agent can be presented with custom screen pops on their desktop screen when specific words and phrases are detected in the conversation giving a visual reinforcement to items of importance to management.



Screen shots have been provided on the following page.

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Audit Trails and Key Performance Indicators (KPI)

In addition to Penn Credit's speech analytics solution, Penn Credit's collection system tracks all aspects of the collection process, creating audit trails and tracking a range of KPIs, which include but are not limited to the following:

- Payments
- Adjustments
- Collector comments
- Notices sent
- Average talk time
- Call volumes
- Outbound contact rates
- Skip Tracing Performed
- Account Status
- Payment plans and agreements

Personnel Actions

Collection supervisors are responsible for monitoring and tracking the daily activity in the following areas to ensure collection standards are obtained:

- Account Workflow: Payment plans, broken promises, skip tracing and follow up
- Number of accounts worked, phone contacts and minutes on the phone
- Compliance with company policies, the FDCPA and other applicable laws/statutes

Overview of KPI Reports and Tracking

Penn Credit's collection system generates a number of KPI reports that allow our supervisors and managers to monitor collection activity in order to obtain maximum recoveries.

- IAT/CT Center Dashboard: Provides real-time view of call center environment including number of agents logged-in, their call status, talk time, hold times, answer percentages, and other metrics related to the predictive dialer.
- Collection Activity Report: Provides a detail of how many accounts were worked by each active collector, and then by how many promises to pay/payment arrangements were established, how many accounts were closed or transferred to legal, and how many letters were requested by the defendant during contact.
- Phone Report: Provides a record of the total amount of calls on an incoming and outgoing basis and the total amount of time on the phone.
- Collector Work Totals: Provides a record of totals for the amount of work each collector does in their loop by priority.
- Urgency Report: Details number of credit card and direct check payments taken by the collection staff.

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NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

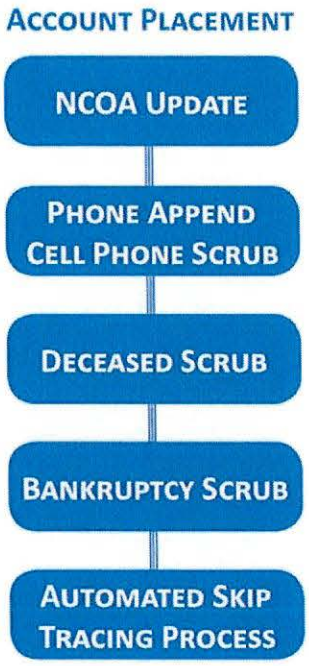
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1.20 The bidder must demonstrate an understanding of the nature and scope of the Clerk's program as contained in Section VIII – "Specifications for Services," by providing appropriate work flow model(s) of the collections services offered, from day of debt placement to full collection.

COLLECTION PROCEDURE:

ACCOUNT PLACEMENT AND SCRUBBING

- Accounts are electronically transferred into an automated process and 'scrubbed' for the following:
  - Standardization of name and address for postal regulation requirements
  - Name and address are processed through National Change of Address (NCOA)
  - Phone Append
  - Cell Phone Scrub (initial and on-going daily)
  - Bankruptcy and deceased scrub
- Validation notices are automatically sent for accounts with good addresses



INITIAL CALLING ATTEMPTS

- All accounts (regardless of balance) receive call attempts by our automated dialing platforms:
  - Predictive Dialing
  - Confirmed Party Contact
  - DAVIS (IVR)
  - Manual Dialing Strategies and voicemail "message drops" used to contact cell phones
- These platforms ensure calls are being made at the correct frequency to provide the necessary pressure to motivate payment while maintaining industry compliance standards
- Larger balance accounts are also assigned to and receive calls by a dedicated loop collector

FOLLOW-UP STEPS

- If a message is left, follow-up occurs in 3-4 days depending on state law
- Upon contact with the defendant, if payment in full or a satisfactory payment plan is not possible, follow-up calls are made every 3-4 days
- If contact is unsuccessful, attempts are made to reach the defendant at varying times throughout the day
- Accounts with invalid phone numbers/addresses are placed in our automated "Waterfall" skip tracing process utilizing multiple nationwide databases, which are rotated weekly
- Loop collectors perform additional skip tracing on their accounts through web-based resources to locate current defendant contact information

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Continued Attempts

- Repeated attempts and additional resources are utilized to obtain payment in full or setup a Clerk-approved payment schedule
  - Additional letters sent as needed based on the collection process
  - Collectors may begin calling the defendant's place of employment if unable to make contact at the defendant's residence
  - Expanded skip tracing efforts - every week accounts with invalid phone numbers are placed in our automated "Waterfall" skip tracing process utilizing multiple nationwide databases weekly
  - Automated dialing platforms and loop collectors continue calls every 3-4 days



- Reminder letters are sent monthly for accounts with established mail-in payment arrangements and for post-dated check/credit card notifications

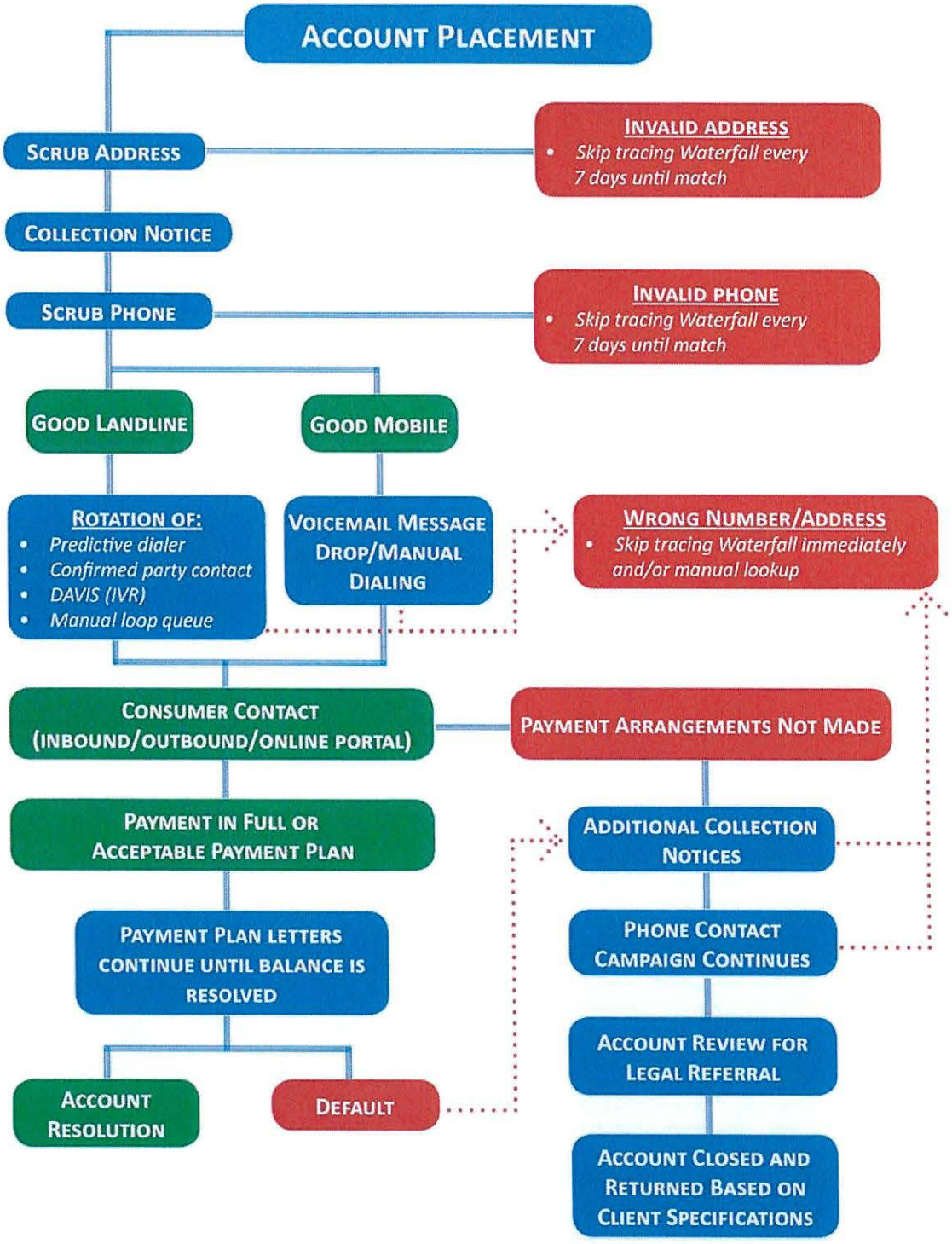
Ongoing Efforts

- Accounts remain active on Penn Credit's system and receive phone attempts and additional letters as new contact information becomes available through our skip tracing processes
- Regular exchange of placement and payment files occur between Penn Credit and the Clerk utilizing the Clerk's SFTP site
- All funds collected by Penn Credit are remitted daily via ACH
- **Regular meetings occur between Penn Credit and the Clerk to ensure open lines of communication and project success**

Waterfall Skip Tracing - A progression of the use of our skip tracing vendors and products, moving from step to step until the appropriate information is located.

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Penn Credit will utilize the following approach to collect the Clerk's receivables.



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1.21 The bidder may describe any other optional services it would be willing to provide to the Clerk.

Nationwide DMV Retrieval Service

Penn Credit's DMVInfoNow registration retrieval service provides a method for clients to locate the owners of out-of-state vehicles, particularly those issued parking citations or toll violations. DMVInfoNow has access to state DMVs and national databases, allowing us to obtain the highest percentage of registered owners. Penn Credit utilizes secure electronic file transfer with our clients, with vehicle owner results typically provided within 2-3 days.

DMVInfoNow

On-Site Payment Processing Support

Penn Credit provides on-site/local staff for some of our collection contracts, including two in Florida. Penn Credit is open to discussing with the Clerk various options that could be helpful for the processing of payments made directly to the Clerk's office and the reinstatement of driving privileges. These include on-site Penn Credit representatives and/or kiosks for those defendants who wish to pay in-person after referral to our office.

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SECTION IV

1.0 SPECIFICATION FOR SERVICES

1.1. The collection agency must undertake within 24 hours of receipt of assigned debts the collection of those assigned debts, without regard to type, age or balance of account, through whatever means approved by the Clerk. These means may include, but are not necessarily limited to, collection letters, skip tracing, telephone calls, utility service checks, and credit bureau inquiries and reporting if so authorized.

Penn Credit agrees.

1.2. The collection agency may take no legal action against any debtor on behalf of the Clerk without the Clerk's prior written approval.

Penn Credit agrees. If permitted by the Clerk, Penn Credit can take legal action to collect on behalf of the Clerk. Penn Credit has provided full-service litigation services and acted as the liaison between our clients and our collection attorneys continuously since 1987. The scope of our collection attorney network covers the United States to deliver the highest level of return on accounts. When necessary, Penn Credit will retain counsel to litigate in areas where we do not have counsel. **Penn Credit has maintained local counsel in South Florida and pursued debtors through legal action for nearly 20 years.**

1.3. *The collection agency must institute any method specified by the Clerk for safeguarding the rights of individuals subject to collection. All practices must comply with state and federal consumer and collection practice laws as applicable. Although the FDCPA does not apply to designated type of collection, the bidder must follow the spirit of the FDCPA. Likewise, the spirit of all truth and lending laws must be followed.*

Penn Credit agrees.

1.4. The collection agency must stop all collections activity immediately when notified by the Clerk to cancel accounts. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collections.

Penn Credit agrees.

1.5. The collection agency will not be allowed to settle any accounts for less than the amount indicated by the Clerk.

Penn Credit agrees.

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1.6. The collection agency must advise debtors, when applicable, that bankruptcy does not discharge an individual debtor from any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit. Government fines or penalties are not dischargeable. See 11 USC 523(a) (7).

Penn Credit agrees.

1.7. The collection agency must be able to effect collections in all 50 states, U.S. territories or commonwealths and Canada. The collection agency must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

Penn Credit agrees.

1.8. The collection agency may not make changes to the content, verbiage, and/or format of any written notification without the Clerk's prior approval. With the collection agency's assistance, the Clerk will provide the content, verbiage and format of all written notifications to the debtor.

Penn Credit agrees.

1.9. The collection agency must provide at no cost to the Clerk all collection agency computer programming, collection agency ACH or wire transfers, and collection agency systems development or updates. Likewise, the collection agency may not charge the Clerk for copying, faxing, and postal charges of any kind which the collection agency may incur as a result of this RLI or the collections agency's collections processes.

Penn Credit agrees.

1.10. The collection agency shall deposit to the Clerk's designated bank account on a daily basis by an ACH process or a wire transfer, the gross amount of payments the collection agency receives from the assigned debts. The daily deposit amount must correspond to a reconciled report pursuant to paragraph 3.3 below (see Required Reports and Files section below). Check payments from debtors may be held by the collection agency for a period specifically agreed upon by the Clerk.

Penn Credit agrees.

1.11. The collection agency must provide the case number for each payment received and reported to the Clerk.

Penn Credit agrees.

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1.12. The collection agency is fully responsible for any check payment received, processed and reported by the bidder that is later returned for insufficient funds. The dishonored check payment becomes a collection item for and is the full responsibility of the collection agency. The Clerk under no circumstances will adjust the debt, and the Clerk will not issue a refund to the collection agency for the funds transmitted on that debt to the Clerk. The dishonored check shall not be commingled with the remaining debt balance, if any.

Penn Credit agrees.

1.13. The collection agency must inform debtors to make remittances payable only to the collection agency. The collection agency may accept credit card payments; however, the collection agency may not assess charges to the Clerk for the acceptance of credit card payments. Nor shall the Clerk be financially responsible for any credit card payments the collection agency accepts that result in credit card disputes or credit card charge backs.

Penn Credit agrees.

1.14. The collection agency shall immediately advise any defendant who is concerned about getting a driver license reinstated or a capias/warrant canceled to pay the Clerk directly. The Clerk's Felony, Traffic and Misdemeanor divisions will accept credit card payments and personal checks. The collection agency will receive credit for the payment unless the payment was received within ten calendar days of the debt placement. The payment will appear on a report from the Clerk. (See Required Reports and Files section below.)

Penn Credit agrees.

1.15. The collection agency, its employees and agents shall perform as independent contractors and shall not be deemed as agents, representatives or employees of the Clerk. The collection agency shall not represent itself as the Clerk or as a deputy clerk under any circumstances.

Penn Credit agrees.

1.16. The collection agency shall not subcontract, assign, forward or outsource any portion of a contract with the Clerk resulting from this RLI.

Penn Credit agrees.

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1.17. The collection agency shall hold confidential all information acquired during the performance of a contract with the Clerk resulting from this RLI and shall not be open to public examination for any purpose except as provided by law. As required under the Florida statutes and any other applicable laws and regulations, social security numbers and bank accounts numbers are confidential and must be stored in a manner to prevent access by unauthorized persons. The collection agency shall assume sole responsibility for the safety and security of all confidential information, as defined by the Florida statutes or any other applicable laws and regulations, that has been provided by the Clerk or the Clerk's designated staff to the collection agency.

Penn Credit Agrees.

1.18. The collection agency or its agent shall not produce or otherwise use the products of a contract resulting from this RLI without the written consent of the Clerk. The Clerk retains all rights to all data, reports, programs, designs and other results arising from such contract. The Clerk reserves first publication rights to any products arising from such contract, and the Clerk may place the products in the public domain without the permission of the collection agency. Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Florida Public Records Act), by the collection agency to the materials produced in connection with such contract. Failure by the collection agency to abide by the provisions of the Florida Public Records Act may result in the immediate termination of any contract resulting from this RLI.

Penn Credit agrees.

1.19. The collection agency shall verify any payment or balance information with the Clerk only (Section 5.0, paragraph 5.1). At no time shall the bidder accept information supplied by a debtor or any other source as evidence to support a payment or an account balance. Any disputes between the collection agency and the debtor regarding amounts owed must be resolved with the Clerk or the Clerk's designated staff only.

Penn Credit agrees.

1.20. The collection agency shall provide the Clerk with a copy of all letters of complaint involving the agency's collection practices within ten days of receipt of said complaint. The collection agency must explain in writing to the Clerk what action was taken to achieve an acceptable resolution with the debtor.

Penn Credit agrees.

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1.21. The collection agency must attempt to collect the full balance due. The Clerk or the Clerk's designated staff will programmatically disallow the payment of a collection fee on any case that shows a remaining balance due on the placed debtor for a placed debt that is only partial paid, including any assessment for placing the debt with the collection agency.

Penn Credit agrees.

1.22. The collection agency will not charge the Clerk if the collection agency is unable to recover moneys on accounts assigned. Additionally, no adjustments to the collection agency's collection fee will be made during the term of a contract resulting from this RLI.

Penn Credit agrees.

1.23. The collection agency is solely responsible for all usual and customary costs incurred as a result of collecting accounts. Any costs for the automation of equipment; for computer programming; for installation of data lines; for printing, postage and associated equipment costs; and for other similar and associated costs will also be borne by the collection agency.

Penn Credit agrees.

1.24. The collection agency will not be paid a collection fee for adjustments or corrections made by the court or the Clerk on a placed debt in which the collection agency has received payment, including, but not limited to, those cases in which a fine is suspended or waived ora clerical error has been corrected. A collection fee will also not be paid on any subsequent assessments or payments made after the date the placed debt was paid in full, including, but not limited to, a subsequent assessment for a driver license reinstatement fee.

Penn Credit agrees.

1.25. The collection agency shall electronically report on a daily basis to the Clerk or the Clerk's designated staff, through data files in ASCII format via FTP or other electronic transmission method mutually agreed upon, the amount collected by case number.

Penn Credit agrees.

1.26. The collection agency shall not be paid on any account for which a subsequent court action negates collection activity. The account shall be canceled and returned to the Clerk.

Penn Credit agrees.

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1.27. The collection agency will not be paid a collection fee for accounts paid prior to the debt placement (assignment) date or for payments received by the Clerk within the first 10 calendar days of assignment to the bidder.

Penn Credit agrees.

1.28. The collection agency may be paid for payments that are later disallowed due to a judicial order. The Clerk will offset the collection fee amount disallowed from the next invoice payment due to the collection agency.

Penn Credit agrees.

1.29. Payment of any collection fee is contingent upon full payment having been received and transmitted to the Clerk on placed debts. No collection fee will be paid on placed debts which are only partially paid. Any collection fee amount that shows as a discrepancy between the collection agency records and the Clerk records on collection fees owed shall be set-aside for payment and not be subject to the Florida Prompt Payment Act until both parties are afforded a full review of the case record and both parties mutually agree to a resolution on the collection fee.

Penn Credit agrees.

1.30. The collection agency shall return all accounts to the Clerk regardless of payments made on placed debts or arrangements made if the contract resulting from this RLI is terminated. The Clerk will pay any collection fee due at that time. Upon termination of the contract, the collection agency will inform any debtors with whom it is dealing to make future payment(s) directly to the Clerk.

Penn Credit agrees.

2.0 Agency/Bidder/Clerk Liaison

2.1. The collection agency will work with Clerk's staff to facilitate transmission of pertinent information between the Clerk and the agency. The collection agency must be able to receive and send data electronically. Most data being transmitted between the Clerk or the Clerk's designated staff and the agency will be by FTP.

Penn Credit agrees. Please see additional information in our previous data transfer response.

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2.2. The collection agency shall designate a project manager who will have responsibility for the collection agency performance and will be directly responsible for coordinating efforts with the Clerk or the Clerk's designated staff.

Penn Credit designates Phil Mennell as the Project Manager. He will be responsible for the collection agency performance and coordination efforts with the Clerk and the Clerk's designated staff.

2.3. The collection agency shall have the ability to communicate with Spanish and Creole-speaking debtors.

Penn Credit employs Spanish-speaking representatives, and we have a dedicated toll free number that is directed to those individuals. These individuals will continue to be untilized for the collection of Clerk accounts.

To communicate in other languages, Penn Credit will utilize a telephone translation service as needed, establishing a conference call with the collection representative, defendant, and translator. Utilizing this service, Penn Credit has the capability to communicate with more than 170 different languages including Creole.

Penn Credit's DAVIS dialing platform also offers Spanish-speaking options, with the ability to transfer any calls to a Spanish speaking collector. Further, Penn Credit's notices may be printed in English or Spanish and we will provide the Clerk with a payment card for distribution indicating payment options which will be printed in English and Spanish.

2.4. The collection agency must provide for immediate telephone contact with the Clerk's collections project manager during the normal business hours of 8:00 a.m. to 5:00 p.m. (EST). A maximum of one-hour turnaround time for responses to the Clerk's inquiries is required.

Penn Credit agrees. Project Manager Philip Mennell, will be available during the Clerk's normal business hours. Toll-free numbers and email addresses for Mr. Mennell and other project management will be provided for Clerk access, as well as cell phones for calls after hours.

2.5. The collection agency, upon request by the Clerk, shall provide a written response to all complaints received by the Clerk of any alleged unlawful or unethical actions taken by the collection agency and/or its agents to collect a placed debt. The response shall be provided by the collection agency project manager and shall be received by the Clerk within fifteen days of the Clerk's request.

Penn Credit agrees.

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2.6. The collection agency shall permit Clerk and the Clerk's designated staff the right to visit the collection agency offices and its agents periodically for inspection of the facilities and operations used in the performance of any work under a contract resulting from this RLI.

Penn Credit agrees. We avail our clients to regular meetings with Penn Credit's project and senior staff, either on-site at client facilities or at Penn Credit facilities. We welcome the Clerk and the Clerk's designated staff to visit our facilities at any time, particularly our new headquarters opening in May 2018.

2.7. The collection agency shall allow the Clerk's auditor or the Clerk's designated staff at any time to audit or reasonably inspect any of the collection agency's activities or communications that relate to the contractual obligations arising from this RLI.

Penn Credit agrees.

3.0 Required Reports and Files

3.1 The collection agency must provide at a minimum the reports outlined below and any other reports required to reconcile fully any placed debts and any payments received and transmitted on those placed debts.

Penn Credit agrees.

3.2. An acknowledgment report must be sent to the Clerk or the Clerk's designated staff by electronic mail within two hours of the transmittal of placed debts. The acknowledgement report will verify that the collection agency has received the placed debts. The acknowledgement report must indicate the number of placed debts by type and the date the placed debts were received.

Penn Credit agrees.

3.3. A data file in an FTP or other mutually agreed upon electronic format specified by the Clerk must be made available daily by the collection agency on its FTP server for retrieval by the Clerk or the Clerk's designated staff during dates and times designated by the Clerk or the Clerk's designated staff. Therefore, the collection agency must have an FTP server that is accessible to the Clerk or the Clerk's designated staff during non-business hours. The data file must contain, at a minimum, the case number, the amount paid, and the date paid of placed debts. The Clerk or the Clerk's designated staff will evaluate the data file to see if it matches the Clerk's records. Accordingly, the collection agency must accurately enter case numbers in the data file so that the Clerk or the Clerk's designated staff can process case and payment information accurately. Only one line item containing the required information for each case is acceptable. If more than one payment exists for the same case number, only one payment total for that case should be reported in the data file.

Penn Credit agrees.

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3.4. A response file will be sent to the collection agency the following day via FTP, or other mutually agreed upon electronic transfer, that contains which payments the Clerk accepted or rejected. For those payments the Clerk accepts, the collection agency must transfer the GROSS collected amount of the accepted payments to the Clerk's designated bank account(s) by ACH or wire transfer no later than the next business day. The rejected payments will be coded in such a way as to identify why they were not accepted.

Penn Credit agrees.

3.5. The collection agency must be able to provide upon the Clerk's or the Clerk's designated staff's request a monthly performance/activity report which details each case assigned per month, the original balance of the placed debt by case, the date and amount of each payment by case number, and the remaining balance of the placed debt by case number. The collection agency must provide, at a minimum, a quarterly report that shows by case type the total amount of the placed debt by month and the total collected amount of the placed debt by month for all placed debts during the period of the contract arising from this RLI.

Penn Credit agrees.

3.7. The collection agency must prepare a single monthly invoice for the collection fee. In addition to other information required by the Clerk, monthly invoices must indicate, at a minimum, the gross amount collected by case number, the entity to whom the payment was made (the Clerk or the collection agency) and the collection fee for those cases based on the contracted price. Each invoice must also contain the defendant's name and case number and an invoice number associated with it that designates the type of collection it represents (for example, traffic, felony, etc.)

Penn Credit agrees.

3.8. If placed debts are handled from more than one office location, the collection agency will provide one consolidated invoice only for all collection types. Electronic invoices are to be sent to a designated e-mail address as established by the Clerk or the Clerk's designated staff.

Penn Credit agrees.

3.9. To the extent necessary to fulfill the terms of an agreement between the Clerk and the vendor arising from this RLI, invoices and other materials needed for payment must be in a media and format as designated by the Clerk or the Clerk's designated staff. Invoices must be received by the Clerk's office no later than five business days following the end of the preceding month. Any financial report, including both daily and monthly reporting sent to the Clerk, must be in an electronic format acceptable to the Clerk or the Clerk's designated staff.

Penn Credit agrees.

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3.10. The Clerk or the Clerk's designated staff may change the requirements for and contents of reports as needed. Other reports including, but not limited to, collection rates and aging reports may also be required. The Clerk or the Clerk's designated staff will specify to whom such reports shall be delivered. The collection agency will work with the Clerk to insure reports can be electronically retrieved and viewed using existing Clerk software.

Penn Credit agrees.

3.11. Adjustments to the processes described herein as required by changes in law, court rule or implementation of other Clerk hardware or software devices or services will be developed and implemented at the Clerk's request at no cost.

Penn Credit agrees.

4.0 Anticipated Volumes

4.1. No minimum volume of accounts will be guaranteed. Volume will be driven by the success of collections and the availability of accounts. The Clerk will determine the number of cases and which cases will be sent to the bidder. If available, the anticipated volume of accounts may be requested by case type.

Penn Credit agrees.

4.2. The amounts due on court cases assigned to the collection agency will vary based upon judicial ruling on individual cases, existing legal mandates, and any changes in law regarding assessments.

Penn Credit agrees.

4.3. Designated proposals to this RLI may result in a multiple award contract at the discretion of the Clerk only.

Penn Credit agrees.

4.4. No adjustments to the collections fee will be permitted during the term of a contract arising from this RLI, including any renewal periods.

Penn Credit agrees.

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5.0 Clerk's Responsibilities

5.1. The Clerk will designate a contract administrator or collections manager for the contract period or identify an electronic e-mail address or electronic mail box for communications between the Clerk or the Clerk's designated staff and the collection agency. The Clerk's designee will be the primary liaison for day-to-day interactions with the bidder.

Penn Credit agrees.

5.2. The Clerk or the Clerk's designated staff will provide to the bidder any required and available information about the debtor when the case is assigned. For certain court cases, designated information may include case number, citation number (if available), full name, date of birth, social security number, sex, race, driver's license number and state, address, telephone, birth city and state, and account balance. For other court cases, debtor information will be provided based on its availability as found exclusively in the case record. All debtor information will be provided via FTP or other mutually agreed upon electronic transmission to the collection agency in a fixed ASCII format or other format integrates with the Clerk's financial reporting systems.

Penn Credit agrees.

5.3. The Clerk or the Clerk's designated staff shall notify the collection agency when collection action is to be canceled and placed debts returned and whether such cancellation or return is temporary or permanent.

Penn Credit agrees.

5.4. The Clerk or the Clerk's designated staff will electronically transmit to the collection agency by FTP, or other mutually agreed upon electronic transmission, a daily transaction adjustment file to placed debts containing the case numbers and the new amount due.

Penn Credit agrees.

5.5. Upon the assignment of placed debts to the collection agency, the Clerk or the Clerk's designated staff will not be expected to provide any further assistance in the collection of these debts.

Penn Credit agrees.

5.6. The Clerk reserves the right to change any portion of the work outlined herein if required by federal law, state law, county ordinances, court orders, Clerk policies, administrative resolutions or administrative policies that mandate such change.

Penn Credit agrees.

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FEE PROPOSAL

Penn Credit's proposed collection add-on fee is 35%.

AMERICAN OVERSIGHT
FL-BROWARD-19-1035-A-000161

INSURANCE & BONDING

Penn Credit maintains comprehensive insurance coverage and bonding to protect its interests and the interests of its clients in the collection of delinquent debts. Penn Credit will meet all insurance requirements listed in the RLI.

Coverage includes:

- General Liability: $1 Million per occurrence, $ 2 Million aggregate
- Automobile Liability: $1 Million each person, $1 Million each accident; $1 Million property damage
- Excess Liability: $10 Million per occurrence, $10 Million aggregate
- Workers Compensation: $1 Million per occurrence, $1 Million aggregate
- **Employee Crime/Theft (Fidelity bond)**: $5 Million / 3rd Party -- $5 Million
- **Professional Liability/Errors and Omissions**: $5 Million per occurrence, $5 Million aggregate
- **Cyber Liability Protection**: $10 Million per occurrence
  - Includes $10 Million for credit monitoring costs

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FL-BROWARD-19-1035-A-000162

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E. K. McConkey & Co. 2555 Kingston Road, Suite 100 York PA 17402	CONTACT NAME: Amanda Sides PHONE (A/C, No, Ext): 717-505-3130 FAX (A/C, No): 717-755-9237 E-MAIL ADDRESS: asides@ekmcconkey.com
INSURED Penn Credit Corporation 916 S 14th Street PO Box 988 Harrisburg PA 17104	PENNC-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Cincinnati Indemnity Company	23280
INSURER C : Navigators Insurance Company	42307
INSURER D : Federal Insurance	20281
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1242431231 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP3669867	8/19/2017	8/19/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CPP3669867	8/19/2017	8/19/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1875254	8/19/2017	8/19/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Network Security			NY17NVS0BAUIPNC	8/19/2017	8/19/2018	Cyber	$5,000,000
D	Crime			68035829	8/19/2017	8/19/2018	EE Dishonesty	$5,000,000
	Crime- Third Party						3rd Party	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPLE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda J. Sides

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AMERICAN OVERSIGHT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/18

PRODUCER
SHBG Insurance Services
150 Broad Hollow Road Ste.#PH11
Melville, NY 11747

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Penn Credit Corp
916 South 14th Street
Harrisburg, PA 17104

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Catlin	19607
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER E&O	MPP9035930	11/01/17	11/01/18	Limits: $5,000,000 per claim $5,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage is in full force and effect and strictly subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

Client Name
Client Address

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Robert DeMaria

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AMERICAN OVERSIGHT

Erie Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY): 4/10/17

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY: FARNHAM INSURANCE AGENCY
507 N YORK ST
MECHANICSBURG, PA 17055-2778

(717)766-8678

AGENT'S NO.: AA7605

COMPANY(IES) AFFORDING COVERAGE
Co.: C ERIE INSURANCE COMPANY
Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY
Co.: E ERIE INSURANCE EXCHANGE (Not Applicable In NY)
Erie Indemnity Co., Attorney-in-Fact
Co.: F ERIE INSURANCE COMPANY OF NEW YORK
Co.: G FLAGSHIP CITY INSURANCE COMPANY

NAME AND ADDRESS OF NAMED INSURED

PENN CREDIT CORP
& CENTRAL CREDIT CONTROL
916 S 14TH STREET
HARRISBURG, PA 17104

This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO LTR	Add'l Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	☐	GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any One Fire)	$
		☐ _____				MED EXP (Any One Person)	$
		☐ _____				PERSONAL & ADV. INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS-COMP/OP AGG	$
B	☒	AUTOMOBILE LIABILITY	Q08 1840037	8/19/17	8/19/18	BODILY INJURY (EACH PERSON)	$ 1,000,000
		☒ "ANY AUTO" (OWNED, HIRED, NON-OWNED)				BODILY INJURY (EACH ACCIDENT)	$ 1,000,000
		☐ OWNED				PROPERTY DAMAGE	$ 1,000,000
		☐ HIRED				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$
		☐ NON-OWNED					
		☐ GARAGE					
	☐	EXCESS LIABILITY				EACH OCCURRENCE	$
		☐ OCCURRENCE				AGGREGATE	$
							$
		☐ RETENTION $					$
		WORKERS COMPENSATION & EMPLOYERS LIABILITY				STATUTORY	
						BODILY INJURY BY: ACCIDENT $	EACH ACCIDENT
						DISEASE $	POLICY LIMIT
						DISEASE $	EACH EMPLOYEE
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This does not alter or change the terms of the insurance contract.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE

EIG6230 8/11

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PennCredit
Service • Integrity • Results

Company Background/Overview

- Founded in 1987
- Family/100% Army Veteran owned, stable and profitable
- Nationally bonded and licensed
- Member of ACA International, Committee of 100 and the Institute for Collection Leadership (ICL)
- Active partner with Florida Court Clerks & Comptrollers
- Collection agency for 33 FL County Clerks of Court
- Better Business Bureau Accreditation

ACA® INTERNATIONAL
The Association of Credit and Collection Professionals
Member

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PennCredit
Service • Integrity • Results

Penn Credit Office Locations

- Corporate Headquarters
  - Harrisburg, PA
    - ***New HQ Facility Opened in May***
- Additional Contact Centers
  - State College, PA
  - Mt. Laurel, NJ
  - Phoenix, AZ

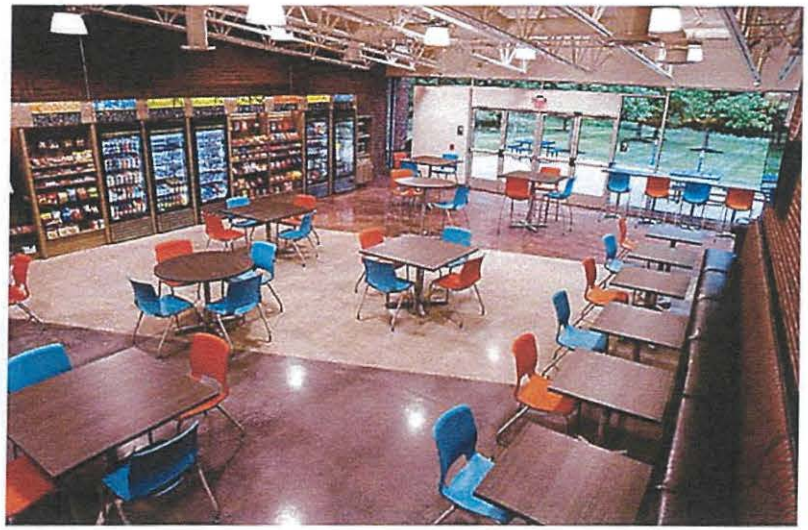


AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Penn Credit New HQ





AMERICAN OVERSIGHT

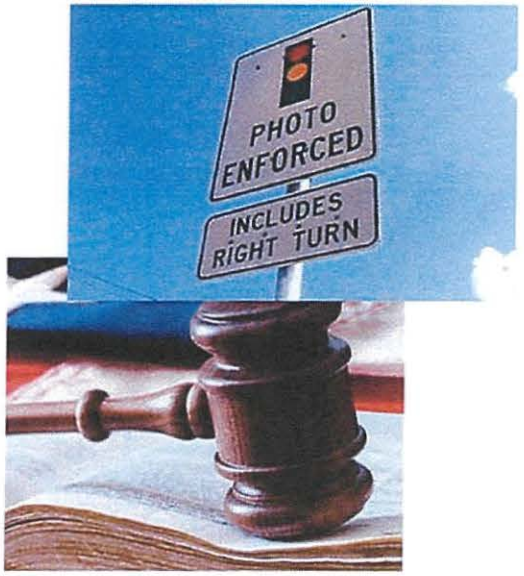
Experience

AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Why Penn Credit?

- Our ***experienced*** staff possesses ***unparalleled*** industry ***expertise*** to serve your needs
- Our ***proven*** track record of ***success*** has created long-standing relationships with ***satisfied*** clients
- We deliver ***world-class*** customer service through our Client Success Program
- We always collect in a ***professional, compliant*** manner to ***protect*** you and your customers
- We make it ***easy*** for our clients with our ***innovative*** IT systems, reports, and client portal



AMERICAN OVERSIGHT

NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

AMERICAN OVERSIGHT

NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

AMERICAN OVERSIGHT

Collection Process and Capabilities

AMERICAN OVERSIGHT

NOTICE TO REQUESTOR:

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AMERICAN OVERSIGHT

NOTICE TO REQUESTOR:

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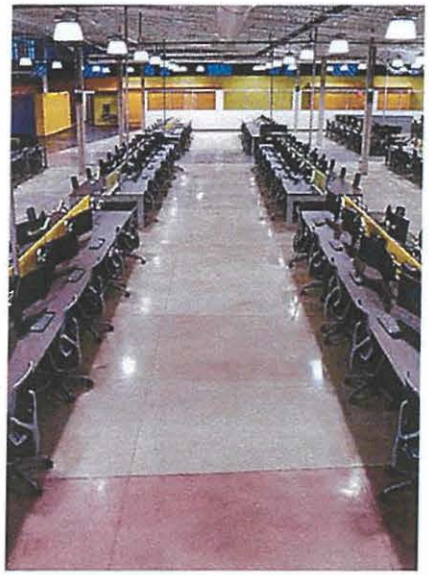
Please contact publicrecords@browardclerk.org for further information.

AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Collection Techniques

- Work all accounts **regardless of age or balance**
- Waterfall process for phone and address skip tracing
  - NCOA, Lexis Nexis, CBC Innovis, TransUnion & other databases
- Staff training for the Clerk's work standards
  - Options to reinstate driving privileges, where to go and when, educating the defendant
- Language Capabilities
  - Direct toll free number to bilingual agents



AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Collection Techniques



- Regular performance assessments performed and reviewed by collection management
- Penn Credit is available for recurring performance calls with the Clerk
- Nationwide attorney referral program (optional)
- Dedicated Client Success department for the Clerk's staff
- Custom payment plan programs (Relicensing) - Optional
  - Penn Credit can administer payment plans for the Clerk
  - Reinstate driving privileges while on the plan

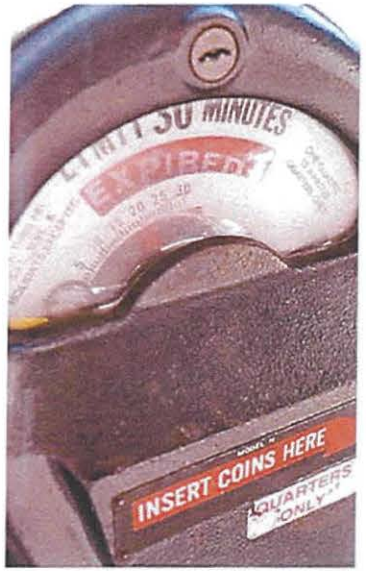
AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

DMV Registration Retrieval

- Nationwide Access to State DMVs
  - Proprietary software to manage DMV sources, reporting and accounting
  - Access to State DMV's
  - Standard data exchange and interface
  - 1-2 day retrieval time

DMVInfoNow



AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Defendant Payment Options

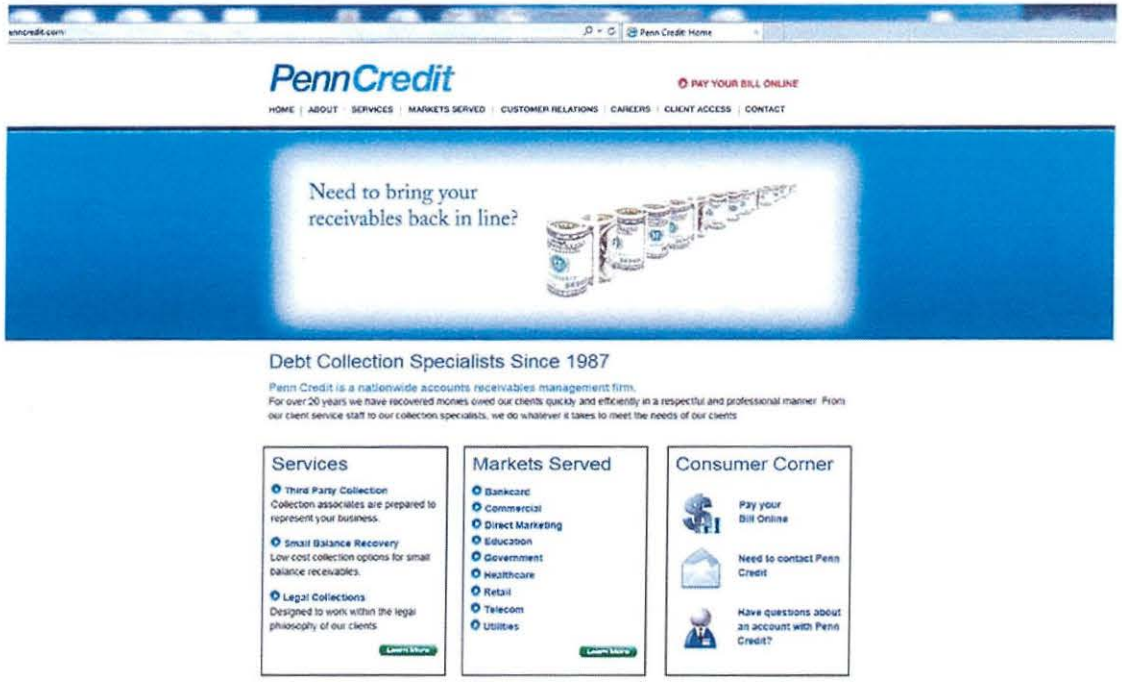
- Check and credit card by phone
  - No processing fee
- Check, credit card & money order via mail
  - Funds are guaranteed, Penn Credit covers all credit card fees/reversals and bad checks
- Western Union & MoneyGram
- Internet payment portal:
  - Single payment or payment plan by check or credit card
  - *Enhanced website launched May 2018*

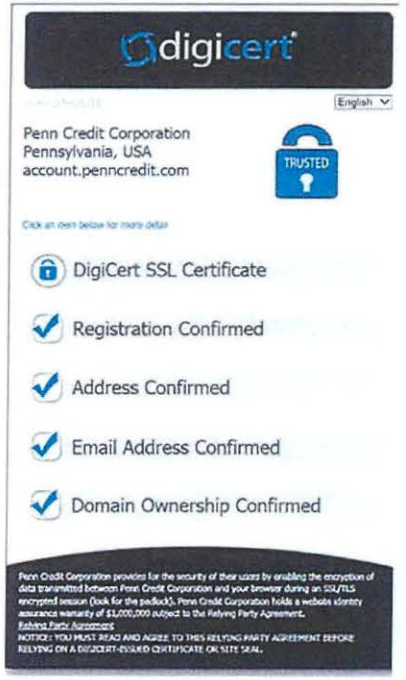


AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Internet Payment Portal

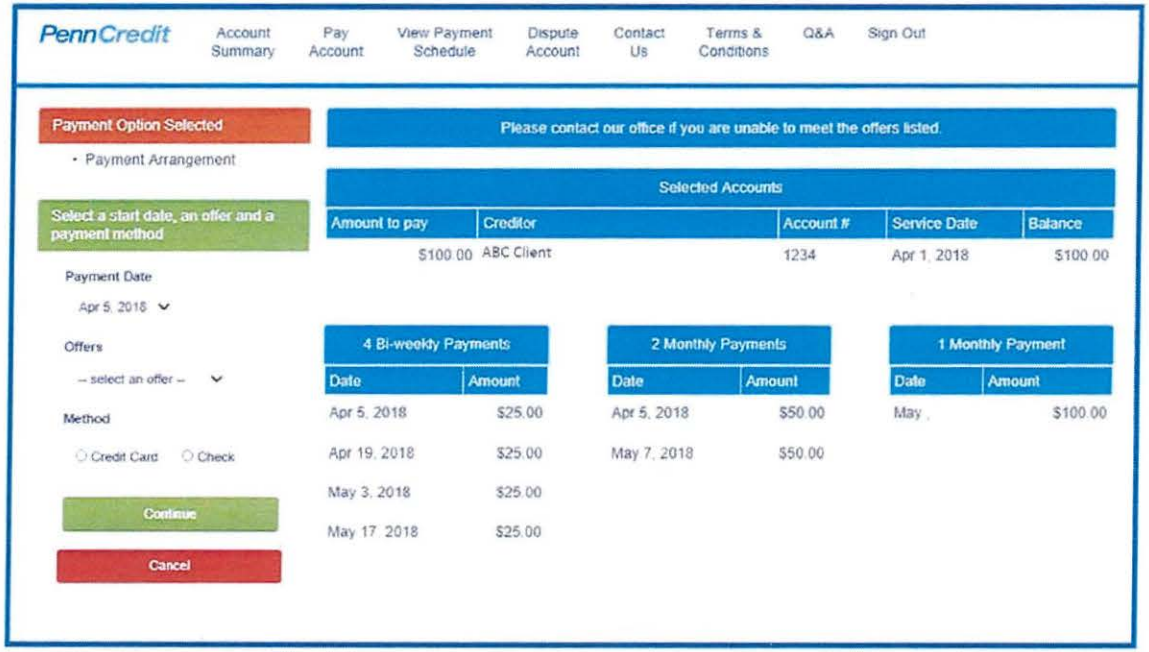


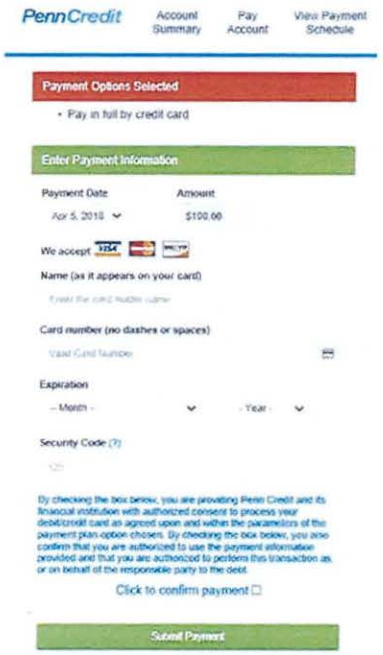


AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Internet Payment Portal





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Compliance and Quality Assurance

AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Compliance Philosophy

- Culture of compliance, educating the defendant regarding the obligation and showing respect
- Emphasis on compliance standards and issues, e.g. TCPA, CFPB
- Minimum 3-week introductory training program
  - Federal, State and Local laws
  - Computer and phone systems
- Ongoing training and review for all staff
  - Collection laws, regulations, and client policies
  - Daily compliance testing program (ETERNA)



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PennCredit
Service • Integrity • Results

Compliance Staff and Resources

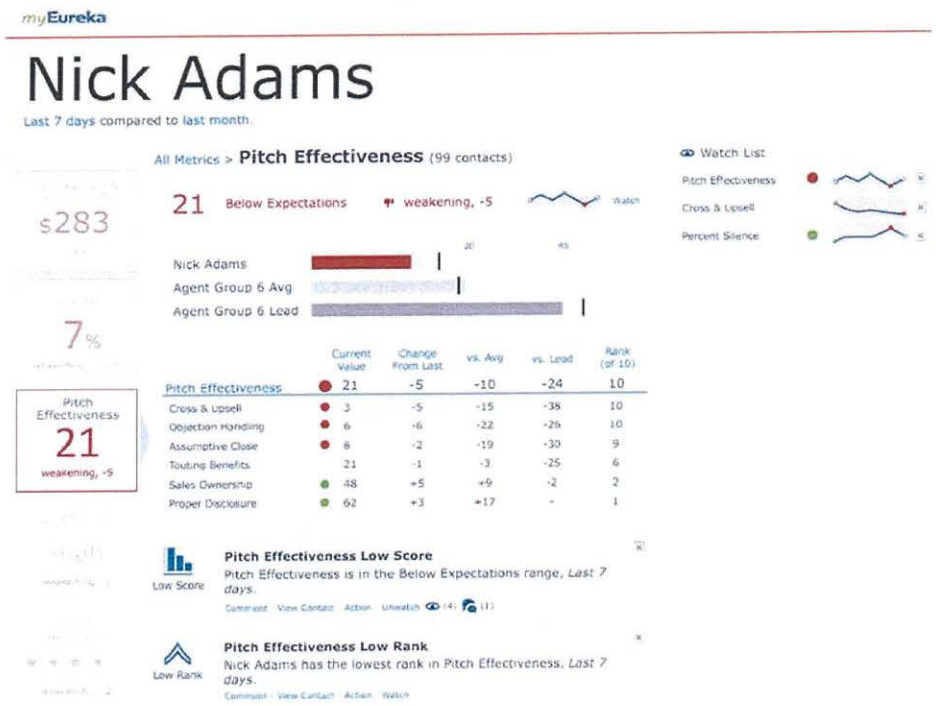
- ACA International certified Credit & Collection Compliance Officer
- Eight ACA Certified trainers on staff
- Compliance staff monitor calls and provide feedback/scorecard results to managers
- **CallMiner** voice analytics ensures performance and work standards per Clerk's specifications
- Quality Rocket Call Recording System

CM CallMiner

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PennCredit
Service • Integrity • Results

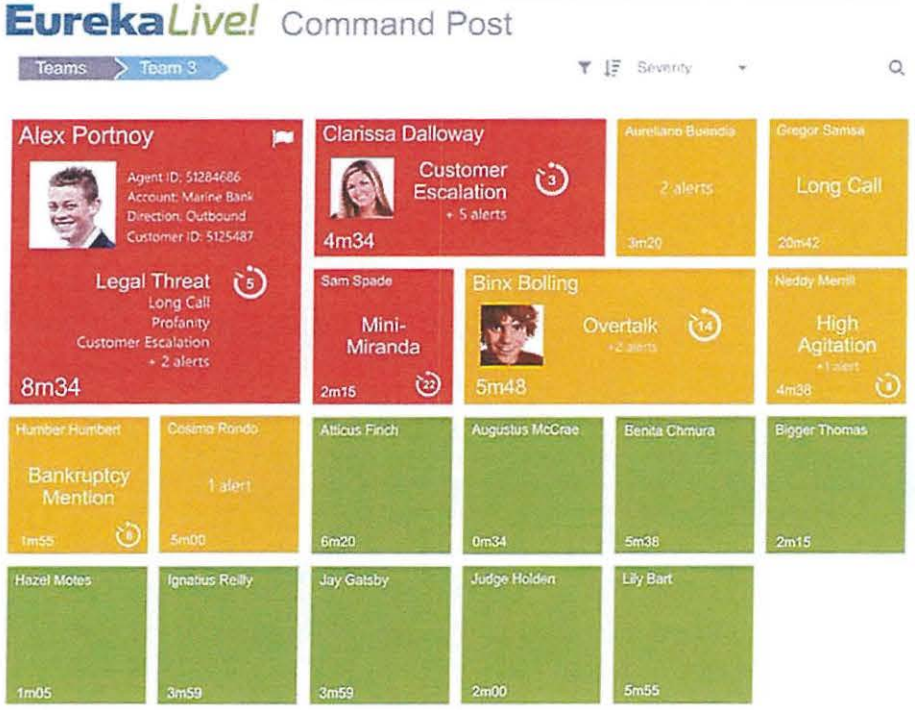
CallMiner – Agent Scorecard



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PennCredit
Service • Integrity • Results

CallMiner – Real Time Monitoring



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Centralized Compliance

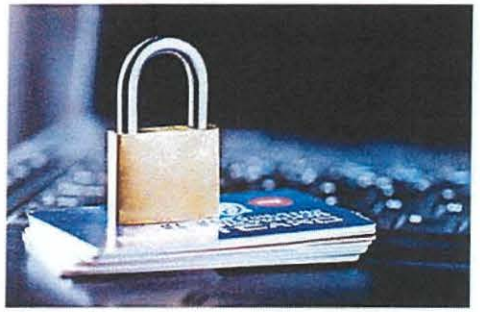
- Compliance 360 Management Program
  - Utilized by in-house compliance department
  - One-stop hub, housing all disputes, compliance rules/regulations
  - Detailed tracking, trending and reporting
  - Tailored training based on these reports
  - Assessments and audit workflows, approval of results and action plans

Compliance 360
an SAI GLOBAL Product

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PennCredit
Service • Integrity • Results

Quality Assurance



- Better Business Bureau Accreditation
- Call/screen recording system for quality control
- Employee background checks & drug screenings
- Identity theft prevention program – *Red Flag Rules*
- CPA Audited Financials
- External client audits (e.g. Pennsylvania Attorney General & Tax Clients)
- Extensive Insurance Coverage
  - $10 Million Cyber Liability
  - $5 Million Professional Liability & Crime/Fidelity

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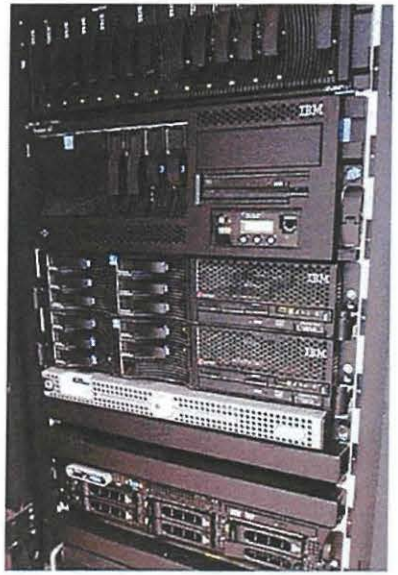
Information Technology

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PennCredit
Service • Integrity • Results

Technology

- Proprietary FUSION Collection System
  - Penn Credit has no third-party collection software
- Custom Programming & Reporting:
  - Full-time application programmers on-site
  - **No changes** to Clerk software or processes
  - Ability to provide any custom data files or reports as requested



AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Data Security

- Formal Audits by External Firms
  - PCI-DSS Compliant
  - SSAE18 SOC 1 Type II and SOC 2
- Information Security Features
  - Data Field Masking
  - Anti-Virus Protection
  - Data Encryption
  - Security Awareness Training
- Physical Security
  - Visitor Control
  - On-Site Document Shredding
  - Workspace/Building Security

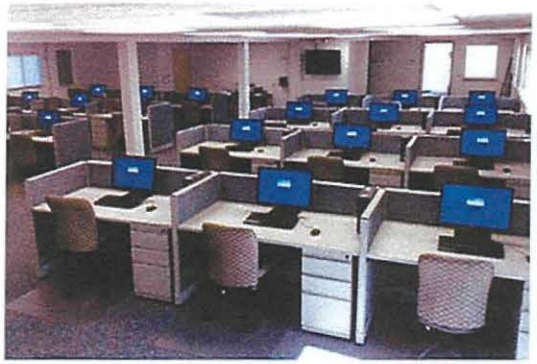


AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Disaster Recovery

- State College contact center contains duplicate equipment & real-time system backups are conducted
- Backup generator and AC equipment at Corporate headquarters
- Agility Recovery Solutions
  - Vendor partner providing all necessary equipment to sustain operations should both locations be unavailable to service the Clerk's accounts.



Satellite Contact Center

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PennCredit
Service • Integrity • Results

Client Portal Features

PennCredit Fusion

- Access to live data via website
- Dashboard of collection statistics
- Produce reports in PDF or Excel
- Search by account number, name or Penn Credit ID#
- Adhoc reporting with summary and account detail (self-service)
- Individual login credentials assigned, no limit on number of Clerk staff

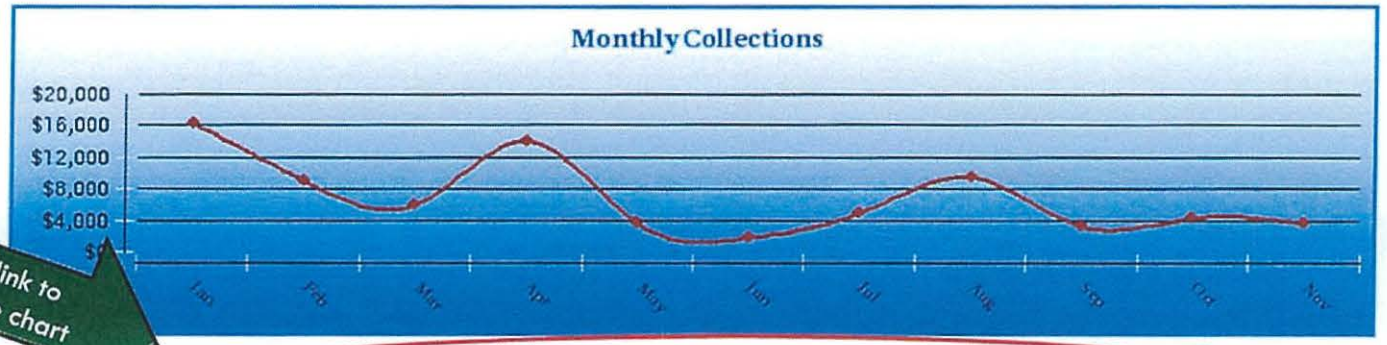
AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Dashboard page overview

Dashboard Statistics

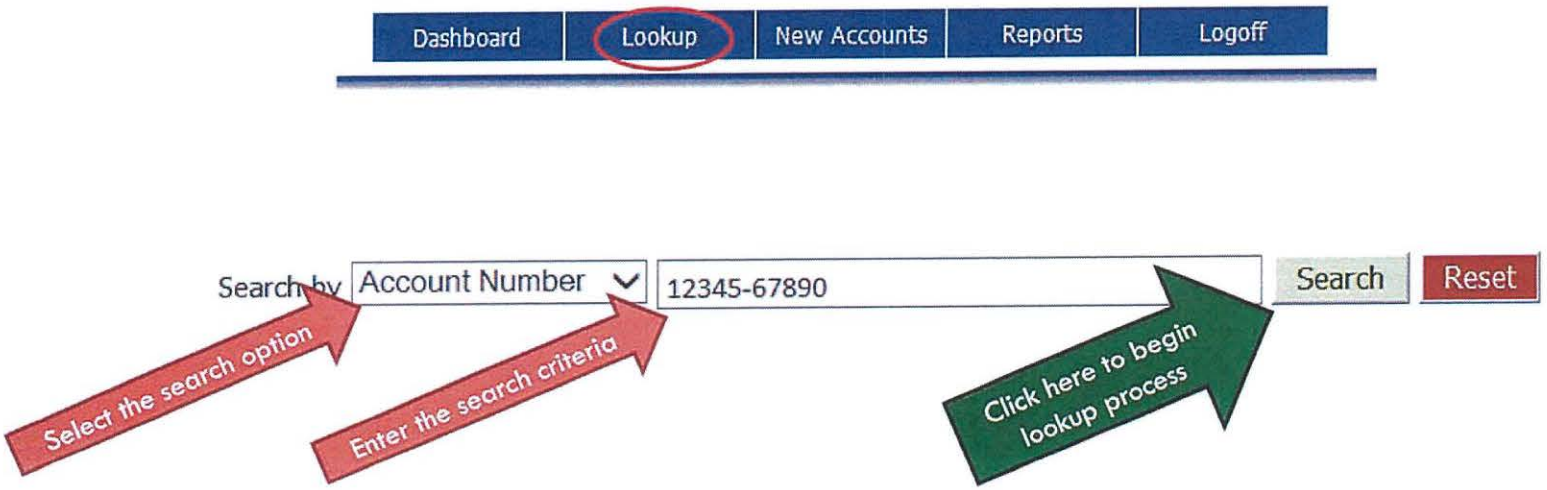
Current Month		Beginning to Date	
$2,679.50	Collections	$888,994.07	Collections
$0.00	Placed	$27,689,011.63	Placed
$0.00	Client Cancellations	4.09%	Recovery
$0.00	Penn Cancellations	$2,240,399.55	Open Inventory



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PennCredit
Service • Integrity • Results

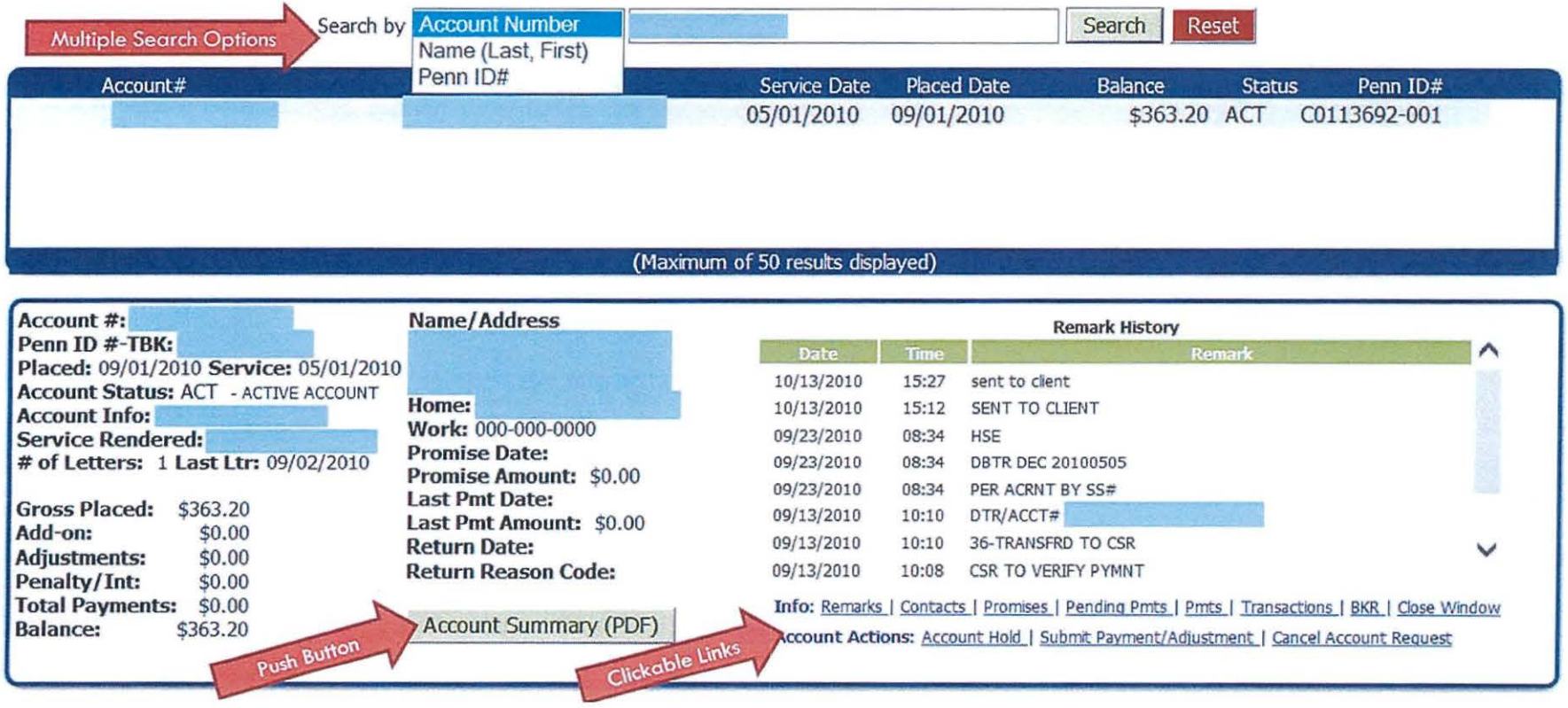
How to search for accounts



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Lookup page overview

PennCredit
Service • Integrity • Results



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PennCredit
Service • Integrity • Results

Remark window

Click here

Remarks | Contacts | Promises | Pending Pmts | Pmts | Transactions | BKR | Close Window

Account Actions: Account Hold | Submit Payment/Adjustment | Cancel Account Request

Remark History

Date	Time	Remark
10/13/2010	15:27	sent to client
10/13/2010	15:12	SENT TO CLIENT
09/23/2010	08:34	HSE
09/23/2010	08:34	DBTR DEC 20100505
09/23/2010	08:34	PER ACRNT BY SS#
09/13/2010	10:10	DTR/ACCT#
09/13/2010	10:10	36-TRANSFRD TO CSR
09/13/2010	10:08	CSR TO VERIFY PYMNT

- This window will contain our collection representative comments

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PennCredit
Service • Integrity • Results

Other windows available

Information Screens

- Contacts
- Promises
- Pending Payments
- Payments
- Transactions
- Bankruptcy

Account Actions

- Account Holds
- Payment/Adjustment
- Account Cancelation

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Account Analysis Report

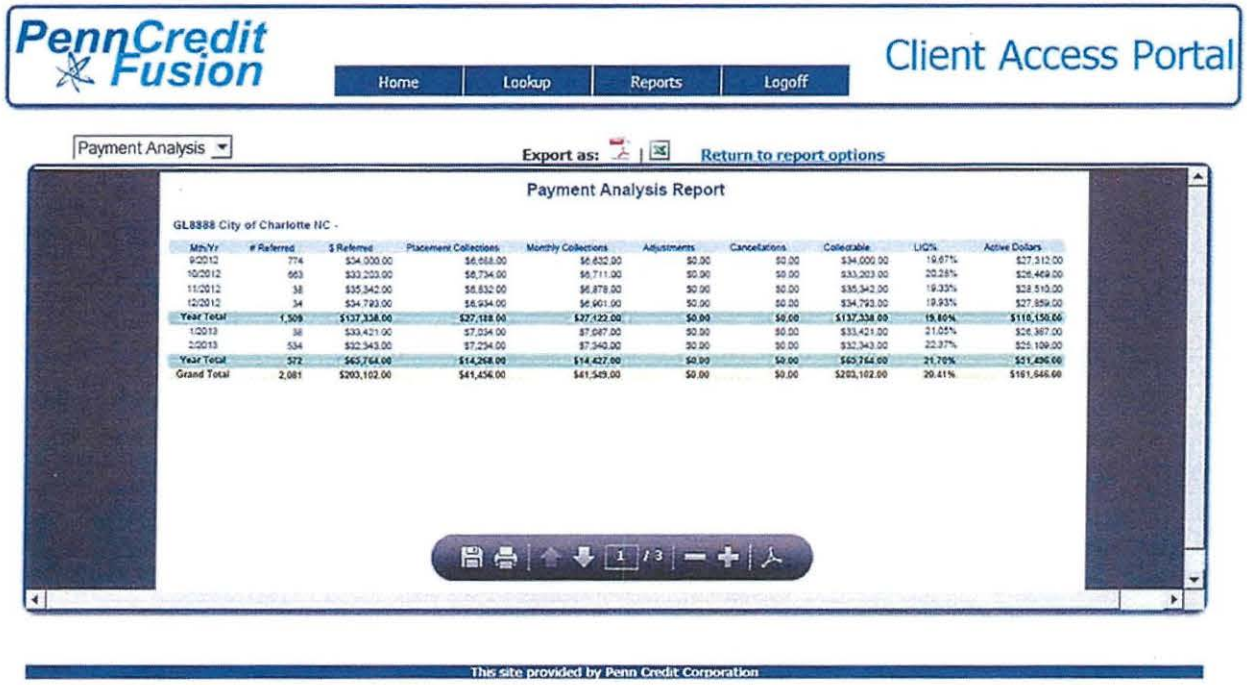


- The account detail can be viewed in Excel or PDF by clicking on the Export Detail icon

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PennCredit
Service • Integrity • Results

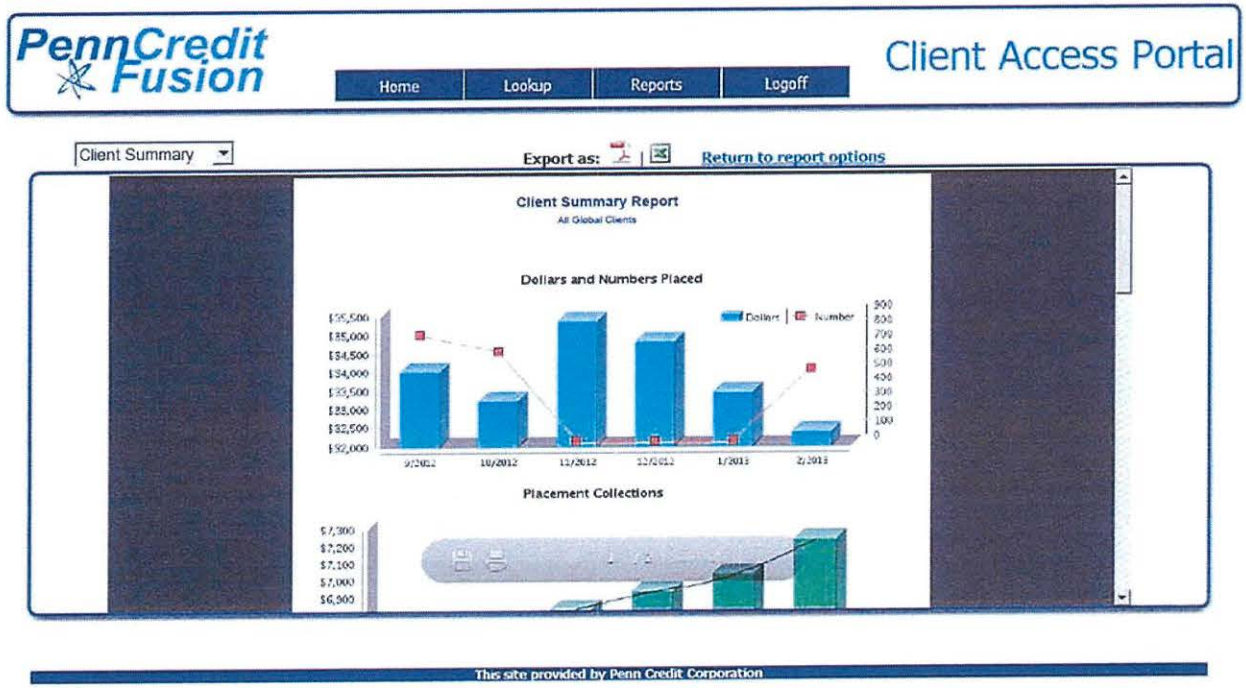
Sample Reports



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PennCredit
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Sample Reports



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Additional Questions

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PennCredit
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Licensing requirements

Jurisdiction	License Needed/Have	License Number	Expiration Date	COA Needed/Have	COA Issue Date
ALABAMA	No/No	N/A	N/A	Yes / Yes	10/29/01
ALASKA	Yes/Yes	COAA305	06/30/18	Yes / Yes	09/07/00
ARIZONA	Yes/Yes	CA-0926242	12/31/18	Yes / Yes	06/02/00
ARKANSAS	Yes/Yes	2020	06/30/19	Yes / Yes	05/15/00
BUFFALO, NY	Yes/Yes	CAG11-169016	09/30/19	No/No	N/A
CALIFORNIA	No/No	N/A	N/A	Yes / Yes	11/29/01
CHICAGO, IL	Yes/Yes	2256707	08/15/19	No/No	N/A
COLORADO	Yes/Yes	991947	07/01/18	Yes / Yes	07/12/00
CONNECTICUT	Yes/Yes	CCA-943582	12/31/18	Yes / Yes	06/26/00
DELAWARE	Yes/Yes	1998208052	12/31/18	Yes / Yes	12/30/03
DIST. OF COLUMBIA	Yes/Yes	69002690	03/31/19	Yes/Yes	03/11/04
FLORIDA	Yes/Yes	CCA 0900232	12/31/18	Yes / Yes	05/27/99
GEORGIA	No/No	N/A	N/A	Yes/Yes	02/25/04
HAWAII	Yes/Yes	COLA 276	06/30/18	Yes / Yes	08/04/00
IDAHO	Yes/Yes	CCA-3578	12/31/18	Yes / Yes	05/31/00
ILLINOIS	Yes/Yes	17-020543	05/31/21	Yes/Yes	09/16/08
INDIANA	Yes/Yes	IN-S0S-C-02040	12/31/18	Yes / Yes	07/06/00
IOWA	Yes/Yes	2002-24295	01/31/19	Yes / Yes	10/26/01

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Licensing requirements

KANSAS	No/No	N/A	N/A	Yes / Yes	01/18/01
KENTUCKY	No/No	N/A	N/A	Yes / Yes	03/05/01
LOUISIANA	Yes/Yes	366660581	Permanent	Yes / Yes	07/10/00
MAINE	Yes/Yes	DCL-5013	07/31/19	Yes / Yes	05/19/00
MARYLAND	Yes/Yes	04-3048	12/31/18	Yes / Yes	07/17/00
MASSACHUSETTS	Yes/Yes	DC-0717	12/31/17	Yes / Yes	05/18/00
MICHIGAN	Yes/Yes	2401001597	06/30/19	Yes / Yes	08/11/00
MINNESOTA	Yes/Yes	CA-20148582	06/30/19	Yes / Yes	05/23/00
MISSISSIPPI	No/No	N/A	N/A	Yes / Yes	07/24/00
MISSOURI	No/No	N/A	N/A	Yes / Yes	11/09/01
MONTANA	No/No	N/A	N/A	Yes / Yes	10/30/01
NEBRASKA	Yes/Yes	292	12/31/18	Yes / Yes	07/06/00
NEVADA	Yes/Yes	CAD11277	06/30/18	Yes/Yes	01/20/04
NEW HAMPSHIRE	No/No	N/A	N/A	Yes / Yes	02/13/04
NEW JERSEY	Yes/Yes	232470030000	10/15/18	No/No	10/31/03
NEW MEXICO	Yes/Yes	637	06/30/19	Yes / Yes	07/12/00
NEW YORK CITY	Yes/Yes	1039314-DCA	01/31/19	No/No	N/A
NEW YORK STATE	No/No	N/A	N/A	Yes / Yes	06/14/00
NORTH CAROLINA	Yes/Yes	3779	06/30/18	Yes / Yes	07/12/00

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Licensing requirements

NORTH DAKOTA	Yes/Yes	CA-100477	12/31/18	Yes / Yes	07/18/00
OHIO	No/No	N/A	N/A	Yes / Yes	05/09/01
OKLAHOMA	No/No	N/A	N/A	Yes / Yes	10/29/01
OREGON	Yes/Yes	CA-48702	12/31/18	Yes / Yes	07/21/00
PENNSYLVANIA	No/No	N/A	N/A	No/No	N/A
PUERTO RICO	Yes/Yes	SJ-13228-AC	12/31/18	Yes/Yes	08/20/10
RHODE ISLAND	No/No	20080112DC	12/31/18	Yes / Yes	11/19/01
SOUTH CAROLINA	No/No	N/A	N/A	Yes / Yes	11/05/01
SOUTH DAKOTA	No/No	N/A	N/A	Yes / Yes	10/29/01
TENNESSESE	Yes/Yes	1041	11/04/19	Yes/Yes	09/19/08
TEXAS	No/No	N/A	N/A	Yes / Yes	04/17/01
UTAH	Yes/Yes	4759102-0131	01/09/19	Yes / Yes	05/12/00
VERMONT	No/No	N/A	N/A	Yes / Yes	11/15/01
VIRGINIA	No/No	N/A	N/A	Yes / Yes	11/05/11
WASHINGTON	Yes/Yes	602-856-537	08/31/18	Yes/Yes	08/12/08
WEST VIRGINIA	Yes/Yes	1014-4947	Permanent	Yes / Yes	09/20/04
WISCONSIN	Yes/Yes	722	06/30/18	Yes / Yes	11/10/08
WYOMING	Yes/Yes	261	12/31/18	Yes/Yes	12/15/03
YONKERS, NY	Yes/Yes	9101	12/31/18	No/No	N/A

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Please contact publicrecords@browardclerk.org for further information.

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PennCredit
Service • Integrity • Results

Trade Secrets

- Title XLVI, Section 815.045 Florida Statutes
  - "trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law"
- Title XLVI, Section 812.081 (c) Florida Statutes
  - "Trade secret means the whole or any portion or phase of any…compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes…financial information…process, procedure, list of suppliers, list of customers"

Page #	Section/Material	Legal Authority
6-11, 24, 112	Customer Lists	Trade secret per Section 812.081 9 [C]
97	Supplier - Cellular contact product	Trade secret per Section 812.081 9 [C]

AMERICAN OVERSIGHT

In summary

AMERICAN OVERSIGHT

PennCredit
Service • Integrity • Results

Easy to Work With

- Client Success Program for personal attention and superior results
- Experienced and flexible management staff
  - Quick decisions, nimble and **no bureaucracy**
  - High staff availability including after hours
- Quick turnaround for custom reports & data files
- Extensive Florida client base and familiarity with Florida driver license and DMV-hold processes

Client Success Program
by Penn Credit



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PennCredit
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Thank You for Your Consideration

- Superior collection results on current and past accounts for the Clerk
- Reinvestment to provide the latest collection resources, compliance tools and data security measures to our clients
- Long-term supporter and sponsor of FCCC
- Highest degree of ethics and legal compliance
- Excellent Performance = Long Term Relationships:
  - Palm Beach Clerk of Courts, since 2000
  - Miami-Dade Clerk of Courts, since 2004
  - Pennsylvania Attorney General, since 1995



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Exhibit C

The collection agency shall provide a quarterly report to the Clerk of the amounts placed and collected by case type. The collection agency shall report collections on the quarterly amounts placed through five quarters with each quarter reflecting on separate lines any adjustments to the initial amounts placed and the quarterly amounts of the cumulative collections. The report shall be similar in format to the provided sample report.

The overall report objective is to track the collections rate of the quarterly placed amounts over five quarters. For example, if the collection agency's first report shows collections on amounts placed for the quarter ending December 31, then the total collections on the amounts placed within the quarter ending December 31 shall be tracked for five quarters. If the initial quarter ends on December 31, 2018, the report will track the collections on those quarterly placed amounts up to December 31, 2019 (five quarters). The Clerk's file specifications transmitted to the collection agencies will permit them to report this data.

The collections data must reconcile to the Clerk's reported placement and payment data. However, the collection agencies must be able to submit upon request a data reconciliation report for any quarter being reported.

The collections report shall be submitted to the Clerk in an electronic format no later than the twentieth day of the month following the end of the quarter. The ends of the quarter are March 31, June 30, September 30, and December 31.

Each quarterly collections report shall contain the following information:

1. The name of the collection agency.
2. The date of the collections report.
3. The case type being reported.
4. The initial quarter ending date for the collection amounts being reported.
5. The cumulative amount of the actual collections by quarter.
6. The total amount of collections placed by quarter that include any Clerk issued adjustments.
7. The collection rate by quarter.

The collections reports shall be separated by case types which reflect the case categorizations used by the CCOC, for example, circuit criminal, county criminal, civil traffic, etc. The Clerk will provide the case designations for each category being reported, for example, CF case designations for circuit criminal or MM case designations for county criminal.

Adjustments to cases will be reported in the quarter in which they were received with appropriate adjustments to the other quarters being reported as indicated below.

Example case scenario for reporting adjustments: A placed amount of $100 on a circuit criminal case for the quarter ending March 31 was adjusted up to $200 in the quarter ending June 30. No payments were received on the placed amount. The adjusted $100 amount (the increased amount due) should be reported in the quarter ending June 30 and that amount should be tracked for five quarters (through the following June 30 report). The $100 originally placed amount reported in the quarter ending March 31 would still be reflected in the March 31 report group . The June 30 report would appear as follows:

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Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$0.00	$0.00			
	Amount Placed	$100.00	$100.00			
	Collection Rate	0.00%	0.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$100.00				
	Collection Rate	0.00%				

If a partial payment of $50 had been received by March 31 and a $25 payment had been received by June 30 on the original $100 placed amount, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$50.00	$75.00			
	Amount Placed	$100.00	$100.00			
	Collection Rate	50.00%	75.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$100.00				
	Collection Rate	0.00%				

If the originally placed amount of $100 in the quarter ending March 31 was reduced to $50 in the quarter ending June 30 and no payments were received, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$0.00	$0.00			
	Amount Placed	$100.00	$50.00			
	Collection Rate	0.00%	0.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$0.00				
	Collection Rate	0.00%				

AMERICAN OVERSIGHT

If the originally placed amount of $100 in the quarter ending March 31 was reduced to $50 in the quarter ending June 30 and $25 in payments were received in the quarter ending March 31, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	**3/31/2017**	**6/30/2017**	**9/30/2017**	**12/31/2017**	**3/31/2018**
	Cumulative Collections	$25.00	$25.00			
	Amount Placed	$100.00	$50.00			
	Collection Rate	25.00%	50.00%			

Placed Cases						
Quarter Ending	June 30, 2017	**6/30/2017**	**9/30/2017**	**12/31/2017**	**3/31/2018**	**6/30/2018**
	Cumulative Collections	$0.00				
	Amount Placed	$0.00				
	Collection Rate	0.00%				

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SAMPLE REPORT

Broward County Clerk of Courts
Quarterly Collections Performance Report

Collection Agency	**ABC Collections Agency**
Case Type	**Circuit Criminal**
Date of Report	**January 20, 2019**

Placed Cases						
Quarter Ending	June 30, 2018	**6/30/2018**	**9/30/2018**	**12/31/2018**	**3/31/2019**	**6/30/2019**
	Cumulative Collections	$80,686.34	$136,680.66	$178,016.10		
	Amount Placed	$3,267,741.77	$3,264,991.57	$3,257,273.01		
	Collection Rate	2.47%	4.19%	5.47%		

Placed Cases						
Quarter Ending	September 30, 2018	**9/30/2018**	**12/31/2018**	**3/31/2019**	**6/30/2019**	**9/30/2019**
	Cumulative Collections	$57,576.72	$107,087.61			
	Amount Placed	$2,212,967.95	$2,167,170.43			
	Collection Rate	2.60%	4.94%			

Placed Cases						
Quarter Ending	December 31, 2018	**12/31/2018**	**3/31/2019**	**6/30/2019**	**9/30/2019**	**12/31/2019**
	Cumulative Collections	$62,193.98				
	Amount Placed	$2,302,567.46				
	Collection Rate	2.70%				

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ADDENDUM TO
AGREEMENT FOR COLLECTION SERVICES

THIS ADDENDUM TO AGREEMENT FOR COLLECTION SERVICES made and entered into on this 22nd day of April 2020, by and between BRENDA D. FORMAN, Broward County Clerk of Courts, 201 S.E. 6th Street, Room 18150, Fort Lauderdale, FL 33301, hereinafter referred to as "Clerk", and PENN CREDIT CORPORATION, 2800 Commerce Drive, Harrisburg, PA 17110, hereinafter referred to as "Penn Credit" or "Collection Agency," for debt collection services.

WITNESSETH

WHEREAS, pursuant to Section 28.246(6), Florida Statutes, the Clerk has the ability to contract with a private attorney or collection agent in pursuit of the collection of any fees, service charges, fines, court costs, and liens, and in reliance on Section 28.246(6) Clerk and Penn Credit entered into the Agreement for Collection Services, hereinafter referred to as the "Agreement," on August 27, 2018;

WHEREAS, the Governor of the State of Florida declared a State of Emergency on March 9, 2020, due to the Novel Coronavirus Disease 2019 (COVID-19);

WHEREAS, Executive Orders have been issued by the Governor of the State of Florida, and several directives have been provided by the federal government, reflecting the intent of the State and Federal Governments to minimize the negative financial impact COVID-19 may have upon individuals;

WHEREAS, the Chief Judge of the Seventeenth Judicial Circuit in and for Broward County, Florida, issued Administrative Order 2020-32-Temp[1], *Third Emergency Administrative Order Coronavirus Disease 2019 (COVID-19),* on April 6, 2020, wherein the Chief Judge reinforced "the overarching intent of the Supreme Court emergency orders, and this Court's emergency orders" to alleviate the effect the of COVID-19, and provided an effective date of Monday, March 26, 2020 through Friday, May 29, 2020 for Seventeenth Judicial Circuit's Continuity of Operations Plan;

WHEREAS, within the Clerk's ministerial, non-discretionary role and in compliance with Section 28.246, Florida Statutes, the Clerk recognizes the potential negative fiscal impact COVID-19 may have on a customer's ability to become or remain compliant with a court-ordered financial obligation, and therefore, the Clerk desires to provide some fiscal relief to those customers; and

WHEREAS, the parties agree to temporarily modify the terms the Agreement due to the ongoing public health crisis in accordance with the Executive Orders from the Governor of the State of Florida and Administrative Order 2020-32-Temp.

[1] Attached hereto as Exhibit A.

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NOW, THEREFORE, the Agreement is hereby amended to reflect the following terms and conditions, and unless otherwise specifically addressed herein, all other terms and conditions of the Agreement shall continue and remain in full force and effect:

1. For cases assigned to the Collection Agency on or before March 15, 2020, the collection rate outlined in paragraph 3, subsection (a), of the Agreement will be decreased from 35 percent to 25 percent ("reduction of 10 percentage points"). This reduction will be in effect through May 29, 2020 unless an extension is mutually agreed to in writing by an authorized representative from each party. The parties agree the reduced collection rate will automatically terminate on May 29, 2020 at 11:59:59 p.m. The reduction of 10 percentage points reflects only a decrease in the mutually agreed upon Collection Agency's compensation rate, and does not impact the fiscal amount owed to the Clerk for court-ordered fees, services charges, fines, court costs, and liens.

2. The parties agree that no new cases will be assigned to the Collection Agency from April 7, 2020 through May 29, 2020.

3. Should any payment received by the Collection Agency from March 16, 2020 through May 29, 2020 include the court-ordered obligation plus the 25 percent collection rate plus the reduction of 10 percentage points, the Collection Agency shall refund to the defendant-customer the amount of the reduction of the 10 percentage points. Collection Agency agrees to refund for payments made through the Collection Agency, Clerk's office, and AMSCOT.

4. The Collection Agency agrees to promote the reduced collection rate by informing defendant/customers of same.

It is expressly agreed by the parties that this executed Addendum is supplemental to the executed Agreement for Collection Services, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect, and shall apply to this executed Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this executed Addendum and any provisions of the executed Agreement for Collection Services, the provisions of this executed Addendum shall in all respects govern and control.

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IN WITNESSES WHEREOF, the parties hereunto set their hands and seals on the dates listed below:

CLERK	PENN CREDIT CORPORATION
Brenda D Forman	
Authorized Signature	Authorized Signature
Brenda D. Forman	Thomas R Fogle
Typed or Printed Name	Typed or Printed Name
Clerk of Courts	CEO
Title	Title
4/22/20	4/22/20
Date	Date
Witness Signature	**Witness Signature**
4/22/20	4/22/20
Date	Date

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Exhibit A

IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

Administrative Order 2020-32-Temp

THIRD EMERGENCY ADMINISTRATIVE ORDER
CORONAVIRUS DISEASE 2019 (COVID-19)

(a) Pursuant to Article V, section 2(d) of the Florida Constitution, and section 43.26, Florida Statutes, the chief judge of each judicial circuit is charged with the authority and the power to do everything necessary to promote the prompt and efficient administration of justice.

(b) The Centers for Disease Control and the Florida Department of Health have advised people to take precautions in light of the Coronavirus Disease 2019 (COVID-19) outbreak, and specifically noting that the best way to prevent illness is to avoid exposure to the virus.

(c) Because of the COVID-19 outbreak, Governor Ron DeSantis declared a State of Emergency on March 1, 2020, Broward County declared a Local State of Emergency on March 10, 2020, and the World Health Organization declared a global pandemic on March 11, 2020.

(d) Since March 17, 2020, the Florida Supreme Court has issued various emergency administrative orders, which may be found at https://www.floridasupremecourt.org/Emergency.

(e) On April 6, 2020, Chief Justice Charles Canady issued Administrative Order No. AOSC20-23, *In Re: Comprehensive COVID-19 Emergency Measures for the Florida State Courts*, extending state court COVID-19 emergency procedures through the month of May.

(f) As identified by Chief Justice Canady, the overarching intent of the Supreme Court emergency orders, and this Court's emergency orders, has been and continues to be to mitigate the impact of COVID-19, while keeping the courts operating to the fullest extent consistent with **public safety.**

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(g) In accordance with the authority vested in the chief judge by Article V, section 2(d) of the Florida Constitution, 43.26, Florida Statutes, Florida Rule of Judicial Administration 2.215, and to promote public safety amidst the current public health emergency, it is hereby **ORDERED:**

I. Continuity of Operations Plan

The Seventeenth Judicial Circuit Continuity of Operations Plan is activated. Except as set forth herein, normal operations of the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida are suspended from Monday, March 16, 2020 through Friday, May 29, 2020.

II. Guiding Principles

A. The presiding judge in all cases must consider the constitutional rights of all litigants, crime victims and criminal defendants, and the public's constitutional right to access to the courts.

B. This Administrative Order is intended to maintain judicial workflow to the maximum extent feasible by permitting proceedings to be conducted using technology.

C. Judges and court personnel who can effectively conduct court and judicial branch business from a remote location shall do so.

III. Mission Critical Events and Proceedings

A. The following procedures are hereby designated mission critical:

(1) First appearance hearings

(2) Criminal arraignments, when necessary

(3) Hearings on motions to set or modify monetary bail for individuals who are in custody

(4) Juvenile detention hearings

(5) Juvenile dependency shelter hearings

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(6) Petitions for judicial waiver of notice pursuant to section 394.01114, Florida Statutes

(7) Hearings on petitions for the appointment of emergency temporary guardian

(8) Risk protection orders and hearings

(9) Injunctions for protection against domestic violence, stalking, repeat violence, dating violence, and sexual violence, and hearings

(10) Injunctions for protection against exploitation of a vulnerable adult

(11) Baker Act and Marchman Act proceedings

(12) Extraordinary writs, related to the state of emergency or public health emergency or otherwise necessary to protect constitutional rights.

(13) Issuance of warrants or authorization for wiretaps

(14) Proceedings related to the state of emergency or public health emergency, including but not limited to violation of quarantine or isolation orders, violation of orders to limit travel, violation of orders to close public or private buildings, enforcement of curfew orders, habeas corpus petitions, and mandatory vaccinations.

(15) Any other emergency or time sensitive matter as determined by the chief judge.

IV. Handling of Mission Critical Events and Proceedings

A. First Appearance and Other Related Criminal Matters

(1) A first appearance docket and other essential criminal matters shall be held Monday through Friday as determined by the Chief Judge or designee. These dockets shall also include misdemeanor and felony domestic violence matters, and any matter involving the Department of Revenue as a party where the respondent is in custody pursuant to a civil writ as a result of his or her failure to pay child support.

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(2) On court holidays, Saturdays, and Sundays, the First Appearance docket shall be conducted at 8:30 a.m. only. First appearance matters held on court holidays, Saturdays, and Sundays include, juvenile detention hearings, misdemeanor and felony domestic violence matters, and any other proceeding determined essential by the Chief Judge or designee.

(3) **Location.** First appearance hearings will be held in ***Courtroom WW4155*** of the Broward County Courthouse-West Tower, 201 S.E. 6th Street, Fort Lauderdale, Florida 33301.

(4) The Chief Judge and/or Administrative Judge of the County Court will assign judges to preside over first appearance during the suspension of the court's normal operations.

(5) Family members of defendants appearing for their initial appearance, and witnesses and victims and their family members, if any, may be permitted access to the courthouse for the limited purpose of attending first appearance.

(6) Until further order of the court, the Public Defender shall be appointed for all first appearance hearings without the necessity of an affidavit of indigence.

(7) **Emergencies.** The clerk shall direct any emergency to the division judge if he or she is available. If the division judge is not available, the motion shall be brought to the attention of the Administrative Judge of the Circuit Criminal Division or Chairperson of the County Criminal Division, as appropriate, and if either are unavailable, to the Chief Judge. All hearings scheduled under this section shall be heard as determined by the Chief Judge or designee.

(8) **Warrants.** All warrants and applications for wiretaps shall be submitted to the Criminal Duty Judge for review.

(9) The Chief Judge, in consultation with the State Attorney, Public Defender or private counsel representing a defendant currently in the custody of the Broward Sheriff's office, may discharge a defendant, terminate his or her sentence or defer completion of their sentence in order to prevent the spread of COVID-19.

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(10) **Public Health Violations.** Any person who violates any rule adopted under section 381.00315, Florida Statutes, any isolation or quarantine, or any requirement adopted by the Department of Health in accordance with a declared public emergency, commits a misdemeanor of the second degree. Due to the danger to the public health for such violation, the bond amount shall be set at "no bond." *See Varholy v. Sweat*, 15 So. 267 (Fla. 1943) ("To grant release on bail to persons isolated and detained on a quarantine order because they have a contagious disease which makes them dangerous to others, or to the public in general, would render quarantine laws and regulations nugatory and of no avail."). This provision does not preclude the judge presiding at first appearance hearings from modifying the "no bond" status, if appropriate. Administrative Order 2019-98-Crim (Establishing a Bond Schedule) remains in place. However, this provision shall control to the extent it may be on conflict with any provision of Administrative Order 2019-98-Crim.

B. Shelter Hearings

(1) A shelter docket (Monday through Sunday and court holidays) shall be conducted as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Dependency Division. The Chief Judge, Administrative Judge of the Unified Family Court, or Chairperson of the Dependency Division will assign judges to preside over the shelter docket.

(2) Parents of sheltered children may be permitted access to the courthouse for the limited purpose of attending a shelter docket.

(3) **Emergencies.** All emergency motions relating to dependency actions, including but not limited to emergency motions for change of placement, emergency medical procedures, travel, pick up orders, and injunctions under Chapter 39, Florida Statutes, shall be heard on the shelter docket, as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Dependency Division.

(4) **Judicial Waiver.** All petitions filed by minors seeking a judicial waiver of parental notice of termination of pregnancy pursuant section

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394.01114, Florida Statutes, shall be heard on the next shelter docket following the filing of the petition, or next first appearance docket if a court holiday or weekend. The minor and her attorney shall be present at the hearing.

C. Juvenile Detention Hearings

(1) A juvenile detention docket (Monday through Friday) shall be conducted as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Juvenile Delinquency Division. The Chief Judge or Administrative Judge of the Unified Family Court or Chairperson of the Juvenile Delinquency Division will assign judges to preside over detention hearings held Monday through Friday.

(2) Family members of defendants appearing for their hearing, witnesses and victims and their family members, if any, may be permitted access to the courthouse for the limited purpose of attending detention hearings. Further, any juvenile out of custody may be permitted into the courthouse to attend their hearing.

(3) ***Emergencies.*** All emergency motions relating to delinquency actions shall be heard on the detention docket, as determined by the Administrative Judge of the Unified Family Court and/or Chairperson of the Juvenile Delinquency Division.

D. Risk Protection Orders

(1) Law enforcement seeking to file petitions for risk protection orders (RPO) may continue to do so and the procedures set forth in Administrative Order 2019-12-Civ remain in place.

(2) All petitions filed during the suspension of the court's normal operations shall be sent to rpo@17th.flcourts.org and the assigned judge's division email address. Stipulations as to the entry of a final RPO should also be sent via electronic means to these email addresses.

(3) The judges assigned to any case involving a risk protection order shall strive to hold all hearings using communication equipment, if practicable.

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(4) All ex parte temporary orders granting a risk protection order where the final hearing cannot take place because of the court's closure shall remain in place until further order of the Court or as otherwise stipulated by the parties.

(5) Any final hearings, which cannot be completed using communication equipment while the courthouse is closed, are continued until further order of court. Nothing prohibits the parties from negotiating stipulations or agreed orders on the merits of the case.

(6) Three (3) day compliance hearings shall be conducted by telephone, if possible.

(7) If a motion is filed to extend a risk protection order, the previously issued risk protection order shall remain in place without further order of the Court until the matter can be rescheduled during normal courthouse operations.

(8) All hearings required to be held under section 790.401, Florida Statutes, shall be conducted using communication equipment, as described below.

E. Domestic Violence and Related Injunctions

(1) Individuals wishing to file petitions for injunction against domestic violence, stalking, or dating, repeat or sexual violence may continue to do so and security personnel and Broward Sheriff's Office deputies shall permit their entry to the courthouse facility for this limited purpose.

(2) **After-Hours.** The procedures for petitions for an injunction against domestic violence, stalking, or dating, repeat or sexual violence filed after normal court business hours (8:30 a.m. to 5:00 p.m.) set forth in Administrative Order 2019-81-UFC shall remain in place until further order of the court.

(3) The judges assigned to any domestic violence or related case shall strive to hold all hearings using communication equipment, if practicable.

(4) Any ex parte temporary injunction entered in a domestic violence or related case (stalking, dating violence, repeat violence, sexual violence) where the final hearing cannot take place because of the court's closure shall remain in place until further order of the court.

(5) Final hearings may be conducted remotely at the discretion of the presiding judge. Any final hearing which is currently scheduled that cannot be completed using communication equipment will be continued until further order of the court. Nothing in this

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Administrative Order precludes the parties from negotiating a stipulation as to the merits or agreeing to modify any terms of an injunction, provided however, any stipulation or modification must be submitted to and approved by the assigned division judge.

F. Probate, Guardianship, Mental Health

(1) Individuals wishing to file the following petitions are permitted access to the courthouse for such limited purpose:

(a) Baker Act
(b) Marchman Act
(c) Injunctions for protection against exploitation of a vulnerable adult
(d) Emergency Temporary Guardianship petitions

The Clerk shall immediately bring the filing of any of the above-listed petitions to the attention of the assigned division judge for appropriate action. In the event the assigned division judge does not respond, is unavailable, or is otherwise absent from the courthouse, the Clerk shall direct the matter to the Administrative Judge of the Probate Division for appropriate action.

G. Extraordinary Writs and Pandemic-Related Litigation.

(1) ***Extraordinary Writs.*** Any petition seeking extraordinary relief related to the COVID-19 outbreak or otherwise affecting an individual's constitutional rights shall be brought to the attention of the Chief Judge.

(2) The Clerk of Court shall immediately notify the Chief Judge of any legal matter filed relating to COVID-19. This includes, but is not limited to, petitions for writ of habeas corpus filed by individuals challenging a quarantine order and petitions to enforce quarantine orders.

H. Circuit Civil (including Unified Family and Probate) Emergencies.

Persons wishing to file an emergency motion or petition in a circuit civil case, including family and probate cases, may be permitted access to the courthouse to do so by dropping off the matter at the front desk of the West Tower of the Central Courthouse. Upon receipt of any emergency filing during the time the court's normal operations are suspended, the Clerk of Court shall contact

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FL-BROWARD-19-1035-A-000226

the assigned division judge. In the event the assigned division judge is unavailable, the Clerk shall notify the Administrative Judge of Circuit Civil or Unified Family, as appropriate, who shall handle the matter or locate a judge in the appropriate division to handle the matter. In the event the administrative judges of circuit civil or unified family are unavailable, the Civil Duty Judge shall handle the matter. In the event the Civil Duty Judge is unavailable, Chief Judge shall handle the matter. If an evidentiary hearing is required as to any matter filed as and determined by the reviewing judge to be an emergency, the hearing shall be conducted using communication equipment.

I. Communication Equipment

(1) All mission critical/essential court proceedings shall be conducted using communication equipment. Communication equipment means "a conference telephone or other electronic device that permits all those appearing or participating to hear and speak to each other, provided that all conversations of all parties is audible to all persons present." *Fla. R. Jud. Adm.* 2.530. Communication equipment also includes videoconferencing methods.

(2) If the presiding judge determines that any mission critical proceeding requires an in-person hearing to be conducted prior to the resumption of the court's normal operations, the judge must first consult with the Chief Judge. If it is determined that an in-person hearing is required, the judge must ensure that social distancing occurs, as described in section V below.

V. Handling of Other Matters Not Mission Critical

A. All non-essential court proceedings, including non-jury trials, evidentiary hearings, motion calendar hearings, status conferences, pretrial conferences, and mediations, should continue in an effort to avoid substantial backlog of pending and newly-filed actions. To this end, proceedings in circuit civil, probate, and unified family (including non-essential dependency and delinquency) should only be held via communication equipment, as defined above.[1] Proceedings, including mediations, should not be cancelled and every attempt to continue court operations in these divisions should be made.

[1] *See In Re COVID-19 Emergency Measures in the Florida State Courts*, Administrative Order No. AOSC20-17, pg. 9 ("To maintain judicial workflow to the maximum extent feasible, chief judges are directed to take all possible steps to facilitate conducting proceedings with the use of technology.")

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Proceedings, including mediations, may only be cancelled with the permission of the presiding judge. Nothing herein precludes the parties from stipulating that matters be determined based solely on the submission of written memoranda. Any such stipulation, however, shall be evidenced by an agreement filed with the Clerk.

B. **Jury Trials Suspended.** All jury selection proceedings and criminal and civil jury trials are suspended during the period Monday, March 16, 2020, through Friday, May 29, 2020, except for those trials underway prior to the court's suspension of normal operations and as authorized by the Chief Judge.

C. **Grand Jury Suspended.** All grand jury proceedings are suspended during the period Monday, March 16, 2020, through Friday, May 29, 2020.

D. **Civil Traffic Infractions.**

(1) All compliance deadlines are tolled pending further order of the court.

(2) The Clerk of Court shall not issue a D-6 license suspension or default any defendant on any civil traffic infraction.

(3) The Clerk of Court shall not default or issue a D-6 license suspension on any defendant who is currently on a payment plan until further order of the court.

E. **Foreclosures.** All foreclosure sales currently scheduled for any day during which the court's normal operations are suspended are cancelled and shall be rescheduled by the Clerk of Court accordingly.

F. **Defaults and Writs of Possession and for Garnishment.** Until such time as the courts resume normal operations, in all county civil and circuit civil cases:

(1) No default shall be entered by the Clerk of Court.

(2) No court default may be sought unless submitted by motion to the presiding judge detailing exigent circumstances which may warrant judicial relief. In the event the presiding judge is unavailable, the matter shall be presented to the Administrative Judge of the appropriate division, and if such judge is unavailable, to the Chief Judge.

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(3) No writs of possession or writs of garnishment may issue until normal operations of the court resume.

(1) **Payment and Collection of Fines/Court Costs.** In consultation with the Clerk of Court, effective upon signing, and until close of business on Friday, May 29, 2020, unless amended by subsequent order, the Clerk may, upon written request from a defendant, grant one request for an extension of time for the payment of fines and/or costs imposed in circuit and county criminal cases for a period of sixty (60) days from the due date imposed by the court at the time of sentencing, and for non-criminal traffic violations for a period of sixty (60) days. Such extensions of time are not authorized for the payment of fines and/or costs that are a condition of probation. No additional extensions of time by the Clerk are authorized without prior court approval. Individuals seeking to request an extension of time should visit www.browardclerk.org to obtain the requisite form. Completed forms can be emailed to TrafficeClerk@browardclerk.org with the subject line "Request for Extension of Time for Payment of Fines and/or Fees."

(2) **Bond Forfeitures.** All time limits prescribed by statute or rule of court pertaining to the forfeiture of bonds and/or payment of bonds forfeited are extended until the close of business on Friday, May 29, 2020.

(3) **Mental Health Evaluations.** All orders requiring any individual under contract with the Circuit to perform a mental health examination of a defendant in a criminal or juvenile delinquency or dependency case or an alleged incapacitated person in an incapacity proceeding are suspended until further order of the court. This provision shall not affect the validity of any examination or report conducted or filed prior to the issuance of this or any prior iterations of this Court's emergency administrative orders.

VI. Social Distancing

All persons who find themselves in a courthouse facility should maintain at least a 6-foot "social distance" from each other at all times.

For up to date information concerning the resumption of normal court operations and public access to the courthouse facilities, call the Circuit's emergency hotline at 954-831-7777 or visit the Court's website at www.17th.flcourts.org.

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This Administrative Order shall take precedence over any other Seventeenth Judicial Circuit administrative order that may be in conflict with the provisions herein, including Administrative Orders 2020-23-Temp and 2020-27-Temp.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 6th day of April, 2020.

/s/ Jack Tuter
Jack Tuter, Chief Judge

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LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
-ATTORNEYS AT LAW-
8130 Baymeadows Circle W.
Suite 203
Jacksonville, FL 32256
Telephone (904)838-1827

J. Kelly Burnette, Partner
Florida Licensed Attorney

August 31, 2018

The Honorable Brenda D. Forman
Broward County Clerk of Courts
201 Southeast Sixth St., Room 18150
Fort Lauderdale, FL 33301

RE: Agreement for Collection Services

Dear Clerk Forman,

Please find enclosed one original executed Agreement for Collection Services.

We are very grateful for the opportunity to work with you and your staff and look forward to many years of successful partnership. Should you have any questions, please feel free to contact me at any time.

Kindest regards,

Kelly Burnette, Partner

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AGREEMENT FOR COLLECTION SERVICES

THIS AGREEMENT is made and entered into by and between BRENDA D. FORMAN AS THE BROWARD COUNTY CLERK OF THE COURTS (hereinafter referred to as the "Clerk") and the law firm of LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, (hereinafter referred to as "LINEBARGER" or "Collection Agency") for debt collection services. In consideration of the mutual promises contained in this Agreement, the Clerk and LINEBARGER agree as follows:

1. **Scope of Services.**

(a) LINEBARGER agrees to enforce the collection of past due fees, service charges, fines or costs, or other amounts to which the Clerk is entitled and which remain unpaid for ninety (90) days or more (hereinafter "delinquent accounts") for the Clerk's Felony, Traffic, Misdemeanor, and Other Infraction case types in accordance with the specifications and requirements as provided in RFP #2018-001, attached hereto as Exhibit A[1] and incorporated herein, including, but not limited to, those provisions set forth in Section IV of the RFP, and LINEBARGER's response thereto appended as Exhibit B. The Clerk anticipated that cases will be assigned to LINEBARGER and another collection agency for the case types listed above. If two collection agencies are utilized by the Clerk, the cases will be assigned using a round- robin method of assignment by case type to each agency, so that each collection agency will receive cases equally on an alternating basis. The Clerk at her discretion will determine the number of collection agencies to contract with at any given time.

(b) The Clerk agrees to refer delinquent accounts of the Clerk's Felony, Traffic, Misdemeanor, and Other Infraction case types by electronic medium, in a format and frequency as provided in Exhibit A. The Clerk will provide LINEBARGER with copies of, or access to, the information and documentation necessary to collect the delinquent accounts, and LINEBARGER shall provide the Clerk with access to account information as agreed upon by both parties. LINEBARGER shall use account information provided by the Clerk for the purposes of collection only, and shall keep all such information confidential from any third party without express written authority from the Clerk. LINEBARGER will provide the Clerk with status reports in the frequency and manner as provided in Exhibit A. Additionally, the collection agency shall provide a quarterly report as provided in Exhibit C.

[1] The Exhibits appended to this Agreement are included on a disc, which is affixed to this contract.

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(c) LINEBARGER shall forward all payments and correspondence to the Clerk as provided in Exhibit A. LINEBARGER reserves the right to return all accounts not collected within one (1) year of referral by the Clerk. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement for those returned accounts.

2. **Term of Agreement.**

The term of this Agreement shall begin on August 27, 2018 and shall continue until January 30, 2021. The Clerk may then exercise an option to renew this Agreement for two (2) one-year terms at the end of each term. Thereafter, the Agreement shall continue on a month-to-month basis until terminated. The parties agree that any and all options to renew the Agreement must be noticed in writing by the Clerk no later than thirty (30) days prior to the start date of the renewed term.

3. **Compensation.**

(a) Pursuant to the Fla. Stat. 28.246, the Clerk agrees to pay LINEBARGER, as compensation for the standard collection services provided pursuant to this Agreement, thirty-five percent (35%) of the total delinquent amount collected on all accounts referred to LINEBARGER for collection. Compensation will be made in accordance with the specifications set forth in Section IV of Exhibit A. All statutorily mandated fees shall be disbursed to the appropriate agencies by the Clerk as required by law prior to LINEBARGER receiving its compensation for collection of each account. The compensation due to LINEBARGER shall be calculated based on the amount owed to the Clerk prior to collection fees having been added to the account at the time of referral to LINEBARGER pursuant to Florida Statute s.28.246. In no event shall the compensation due from the Clerk to LINEBARGER exceed that which is recoverable pursuant to Florida Statute s.28.246.

(b) Notwithstanding the provisions set forth Exhibit A, LINEBARGER may hold check payments received for fourteen (14) calendar days; however, LINEBARGER shall guarantee payment on those check payments held and forwarded to the Clerk by LINEBARGER.

(c) If LINEBARGER collects a partial payment on an assigned account, it will not be compensated for its collection services on that account until the full amount due has been collected.

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4. **Method of Billing and Payment.**

(a) LINEBARGER shall submit invoices for compensation on a monthly basis, but only after the services for which the invoices are submitted have been completed. An electronic invoice is due within fifteen (15) days of the end of the month, except for the final invoice, which must be received no later than sixty (60) days after this Agreement expires or is terminated. Electronic invoices shall designate the collection fees incurred by referencing each case and the amount of the collection fee associated with each case.

(b) The Clerk shall pay LINEBARGER in accordance with the Florida Prompt Payment Act, Florida Statute s.218.74. All invoiced amounts must be net. In order to be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted in a form and pursuant to instructions prescribed by the Clerk. Payment may be withheld for failure of LINEBARGER to comply with a term, condition, or requirement of this Agreement.

(c) Notwithstanding any provision of this Agreement to the contrary, the Clerk may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Clerk. The amount withheld shall not be subject to payment of interest by the Clerk.

(d) Payment shall be made to LINEBARGER at:

Linebarger Goggan Blair & Sampson, LPP
Attn: Accounts Receivable
P.O. Box 17428
Austin, Texas 78760

5. **Changes in Scope of Services.**

Any change to the Scope of Services must be accomplished by a written amendment, executed by both parties to this Agreement.

6. **Indemnification.**

LINEBARGER shall at all times hereafter indemnify, hold harmless and, at the Clerk's option, defend or pay for an attorney selected by the Clerk to defend the Clerk, its officers, agents, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, of any kind which may arise as a result of LINEBARGER's performance of the services described in this Agreement, including, without

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limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, with the exception of any claim or demand which results from the negligence or fault of the Clerk. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing in this section shall be construed as an agreement by the Clerk to be sued by third parties or as a waiver of sovereign immunity pursuant to Florida Statutes.768.28.

7. **Insurance.**

LINEBARGER shall provide for and maintain in force at all times during the term of this Agreement the insurance coverage set forth in Section II of Exhibit A. Each insurance policy shall clearly identify the foregoing indemnification as insured. Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. The Clerk of Courts shall be named as an additional insured on all policies. All required certificates of insurance and copies of policies shall be submitted to the Clerk prior to the commencement of services provided for in this Agreement.

8. **Termination.**

(a) The Clerk may terminate this Agreement for convenience at any time upon thirty (30) days written notice to LINEBARGER. This Agreement may be terminated for cause by either party provided that the party initiating the termination grants the other party sixty (60) days from the date of written notice of intent to terminate for cause, the opportunity to cure any unsatisfactory terms, acts, omissions or conditions. Should the party receiving notice fail to remedy the unsatisfactory terms, acts, omissions or conditions to the satisfaction of the party giving notice, the party giving notice may terminate the Agreement via written notification.

(b) In the event this Agreement is terminated for convenience by the Clerk, LINEBARGER shall be paid for any services performed through the date of termination; however, upon being noticed of the Clerk's election to terminate, LINEBARGER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. LINEBARGER acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by the Clerk, the adequacy of which is hereby acknowledged by LINEBARGER, is given as specific consideration to LINEBARGER for the Clerk's right to terminate this Agreement for convenience.

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(c) Upon termination of this Agreement, LINEBARGER shall return all accounts to the Clerk regardless of payments made on the accounts or other arrangements made, and LINEBARGER will inform all accounts with whom it has payment arrangements that future payment(s) must be made directly to the Clerk of the Courts. The Clerk may, at her option, refer additional accounts to LINEBARGER after notice of termination has been given.

(d) LINEBARGER must stop all collections activity immediately when notified by the Clerk to cancel accounts. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collections.

9. **Notice.**

Whenever either party desires or is required under this Agreement to give notice to the other party, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the following addresses:

The Honorable Brenda D. Forman	Linebarger Goggin Blair & Sampson LLP
Broward County Clerk of Courts	Attn: Director of Client Services
201 Southeast Sixth Street, Rm 18150	P.O. Box 17428
Fort Lauderdale, Florida 33301	Austin, Texas 78760

10. **Ownership of Documents.**

(a) LINEBARGER shall not produce or otherwise use the products of this Agreement without the written consent of the Clerk. The Clerk retains all rights to all data, reports, programs, designs and other results of this Agreement. The Clerk reserves first publication rights to any products of this Agreement, and the Clerk may place the products in the public domain without the permission of LINEBARGER; provided that all LINEBARGER proprietary software and other materials protected by patent, copyright, trademark, trade name or other intellectual property right shall be excluded from the definition of "products of this Agreement" or "results of this Agreement." Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Public Records Act), by LINEBARGER to the materials produced in connection with this Agreement. Failure by LINEBARGER to abide by any applicable provisions of the Public Records Act may result in termination of this Agreement.

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(b) Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Clerk. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by LINEBARGER, whether finished or unfinished, shall become the property of the Clerk and shall be delivered by LINEBARGER to the Clerk within seven (7) days of termination of this Agreement by either party. Any compensation due to LINEBARGER shall be withheld until all documents are received as provided herein.

(c) All Intellectual Property Rights belonging to either LINEBARGER or the Clerk respectively at the commencement date of the Agreement, shall remain at all times the LINEBARGER's or the Clerk's property as appropriate and neither Party will acquire any right, title and/or interest in the other Party's Intellectual Property Rights as a result of this Agreement except the rights to use the other Party's Intellectual Property Rights for the purpose of carrying out their respective obligations under this Agreement.

(d) During the term of this Agreement (including any ramp-down or termination-of service-period), each Party hereby grants the other Party a non-exclusive, royalty-free license to its Intellectual Property Rights for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Agreement. Neither Party shall make any other use of the other Party's Intellectual Property Rights.

11. **Audit Right, Retention of Records, Disaster Recovery**

The Clerk shall have the right to audit the books, records, and accounts of LINEBARGER as they pertain to this Agreement. LINEBARGER shall keep such books, records and accounts as may be necessary in order to record complete and accurate entries related to this Agreement. LINEBARGER shall preserve and make available, at reasonable times for examination and audit by the Clerk, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or for a minimum period of three (3) years after termination of this Agreement, if the Public Records Act is not applicable. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Clerk to be applicable to LINEBARGER's records, LINEBARGER shall comply with all

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requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by LINEBARGER. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for the Clerk's disallowance and recovery of any payment upon such entry.

In the event that LINEBARGER's disaster recovery plan is activated, LINEBARGER shall notify the Clerk's Chief Technology Officer immediately, but no longer than 24 hours after the plan's activation. The Clerk's Chief Technology Officer can be contacted at (954) 831-7079 or (954) 831 -5848.

12. **Nondiscrimination**.

LINEBARGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. LINEBARGER agrees to furnish the Clerk with a copy of its Equal Employment Opportunity and Anti-Discrimination, Retaliation, and Harassment policies. Should these policies change, LINEBARGER agrees to supply the Clerk the amended policies within 60 days after implementation. Should the Equal Employment Opportunity Commission or state equivalent determine that LINEBARGER employee experienced discrimination, harassment or retaliation, and that employee worked on case files of the Clerk, LINEBARGER shall notify the Clerk within 30 days of receipt of said determination.

13. **Public Entity Crime Act**.

(a) LINEBARGER represents that the execution of this Agreement will not violate the Public Entity Crime Act (section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit

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bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from the Clerk's competitive procurement activities.

(b) LINEBARGER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LINEBARGER has been placed on the convicted vendor list.

14. **Independent Contractor**.

LINEBARGER is an independent contractor under this Agreement. Services provided by LINEBARGER pursuant to this Agreement shall be subject to the supervision of LINEBARGER. In providing such services, neither LINEBARGER nor its agents shall act as officers, employees, or agents of the Clerk. This Agreement shall not constitute or make the parties a partnership or joint venture.

15. **Third Party Beneficiaries**.

Neither party to this Agreement intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

16. **Assignment and Performance**.

(a) This Agreement shall not be subcontracted, assigned, forwarded or outsourced in part or in full.

(b) LINEBARGER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services

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set forth in the Scope of Services and to provide and perform such services to the Clerk's satisfaction for the agreed compensation.

(c) LINEBARGER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of LINEBARGER's performance and all interim and final product(s) provided to or on behalf of the Clerk shall be comparable to the best local and national standards.

17. **Contingency Fee.**

LINEBARGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LINEBARGER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LINEBARGER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Clerk shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Linebarger does have a longstanding agreement with attorney Sonny Holtzman, who acts as the firm's Florida counsel. This relationship is described in the Linebarger proposal. This provision does not apply to that agreement because the amounts paid to Mr. Holtzman are for services rendered to Linebarger Goggan pursuant to this and other contracts Linebarger Goggan has throughout Florida.

18. **Compliance with Laws.**

Each Party shall comply with all applicable federal, state and local laws, rules and regulations, or code of ethics, as the same exist and may be amended from time to time, including, but not limited to, all applicable performance standards required by the Florida Clerks of Court Operations Corporation.

19. **Severance.**

In the event that a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

20. **Joint Preparation.**

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The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

21. **Applicable Law and Venue.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any disputes arising out of this Agreement shall be set in Broward County, Florida.

22. **Amendments.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality of this Agreement and executed by the parties hereto.

23. **Multiple Originals.**

This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

24. **Prior Agreements.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

25. **Non-Solicitation.**

Each party agrees that it will not solicit for hire nor hire any of the other party's employees for the duration of the Agreement, including any extensions or renewals thereof, and for 2-years thereafter, except for positions advertised to the general public. Notwithstanding anything in this Agreement to the contrary, a party violating these provisions shall be liable to the other for the greater of (a) actual damages, including the cost of replacing and training a new employee, or (b) the highest amount of monthly wages, commissions and other remuneration (excluding reimbursed expenses) paid to the employee in the preceding six months, times twelve.

26. **Debts Just and Owing.**

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The Clerk represents that to the best of its knowledge, every account referred will be a just debt due and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The Clerk further represents that to the best of its knowledge, every account referred will contain accurate information, including information regarding the identity of the debtor and the balance of the account.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

CLERK OF COURTS:

Name: Brenda D Forman

Signature: Brenda D Forman

Title: Broward County Clerk of Court

Date: 8.27.18

LINEBARGER GOGGAN BLAIR & SAMPSON LP:

Name: Kelly Burnette

Signature:

Title: Partner

Date: 8.31.18

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Exhibit A

REQUEST FOR LETTERS OF INTEREST
RLI #2018-001

COLLECTION SERVICE FOR COURT ASSESSMENTS

BRENDA D. FORMAN
Clerk of the Circuit and County Courts



BROWARD COUNTY 17TH JUDICIAL CIRCUIT OF FLORIDA
201 SE 6th Street
Purchasing Division, Room 265
Ft. Lauderdale, FL 33301
(954) 831-6399 phone
(954) 831-5658 fax

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REQUEST FOR LETTERS OF INTEREST
CLERK OF COURTS

COLLECTION SERVICE FOR COURT ASSESSMENTS
RLI # 2018-001

NOTICE IS HEREBY GIVEN: The Clerk of Courts is accepting sealed proposals from qualified bidders at 201 S.E. 6th Street, Room 265, Fort Lauderdale, Florida 33301 for

COLLECTION SERVICES FOR COURT ASSESSMENTS

QUESTION DUE DATE: April 13, 2018 (Noon, 12:00 pm)

PROPOSAL DUE DATE: April 20 , 2018 (Noon,12:00 pm)

For additional information contact:

Karen Joiner
Purchasing Manager
(954) 831-6399 - Fax (954) 831-5658
kjoiner@browardclerk.org

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CLERK OF COURTS
201 S.E. 6th Street Room 265
Fort Lauderdale, FL 33301
(954) 831-5657

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on designated service, please return designated form to the above address immediately. If designated statement is not completed and returned, your company may be deleted from the Clerk of Courts Bidders' list for designated service.

We, the undersigned, have declined to submit a proposal on the requested service for
RLI # 18-001, Collections Services for the Clerk of Courts:

COLLECTIONS SERVICES FOR BROWARD COUNTY CLERK OF COURTS

For the following reason(s):

_____ Bidder has insufficient time to respond to the REQUEST FOR LETTERS OF INTEREST

_____ We do not offer designated service.

_____ Bidder's schedule does not permit it to perform.

_____ Bidder is unable to meet bond/insurance requirements.

_____ Bidder is unable to meet proposal specifications.

_____ The specifications are unclear (explain below).

_____ The bidder requests removal from the vendors list for designated service.

_____ The reason is not listed (please specify below).

Remarks:

Company name: _____

Signature: _____

Telephone: _____ Date: _____

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RLI # 2018-001

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SECTION I - REQUEST FOR PROPOSALS

The Clerk of the Courts for Broward County, Florida, hereinafter, referred to as Clerk, invites qualified bidders to submit Letters of Interest, Statements of Qualification and Experience for consideration to provide services on the following project:

COLLECTION SERVICE FOR COURT ASSESSMENTS

SPECIAL INSTRUCTIONS & BACKGROUND INFORMATION:

A. PURPOSE:

Brenda D. Forman, Clerk of Courts (the Clerk), wishes to establish a contract with a professional collection agency to perform debt collection services for delinquent court debts. The Clerk is committed to improving the quality and consistency of justice by ensuring compliance with court orders and hearing officers' decisions. The Clerk wishes to send a clear message that a judicial order involving a financial obligation cannot be ignored.

BACKGROUND INFORMATION: The 17th Judicial Circuit (Broward County, Florida) handles various types of cases. Fines and several types of fees and costs are assessed on these cases. Unpaid debts are a source of concern for the Clerk since those debts represent lost revenue. The Clerk has devoted resources to enhance these collections and hired a collection agency to collect delinquent court debts, which may include traffic, misdemeanor, felony, boating, fishing, and Tri-Rail cases; public defender/special public defender fees; and civil, probate and juvenile case filing fees. Other court related debts identified by the Florida legislature may also be considered for collection services.

The court cases selected for collection activity include non-probationary defendants who have been to court and failed to pay their assessed fines, fees or costs. Debtors who have an insufficient address may have other information that would be beneficial for locating them, such as date of birth, social security number, driver license number, and birth city or birth state. These debts will be transmitted to the collection agency in electronic batches and may include cases several years old.

Tickets issued for traffic infractions involve minor traffic violations handled by the county court. A court order or Florida statute establishes the fine amount; however, a court appearance is not required in most cases. If the offender appears in court and is found or pleads guilty, a traffic hearing officer or judge imposes the fine and costs. An offender may pay the fine by mail, in person at one of the four satellite courthouses in Broward County or a designated Department of Highway Safety and Motor Vehicle office, over the phone with a credit card, or over the Internet. If a court appearance is not set and the fine is not paid by a certain date, the offender's driver license is suspended. Additionally, the offender will not be able to obtain or renew a vehicle license tag.

Criminal traffic violations, such as a suspended driver license, require a court appearance in the county court. A judge imposes the fine, fees and court costs. If the amount due is not paid, the offender's driver license is suspended. Additionally, the offender will not be able to obtain or renew a vehicle license tag.

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On unpaid traffic charges, the Clerk sends a D6 or Request for License Suspension to the Florida Department of Highway Safety and Motor Vehicles (DHSMV) in Tallahassee. The DHSMV sends a notice of suspension to the offender. If the address is incorrect on the DHSMV notice, the offender may not receive it. In some instances where the offender has an out-of-state driver license, notice is sent to that state and the license may be suspended in that state.

Misdemeanor crimes and municipal and county ordinance violations, for the most part, require a county court appearance, although some violations are payable without a court appearance.

Felony crimes require a circuit court appearance and any amounts due are imposed by the presiding judge.

The collection agency receives the necessary information from the Clerk's Technology Division through an ASCII file using an FTP (file transfer protocol) process. The type of cases assigned for collection services will vary in age and amount due. The vendor must be flexible and work with the Clerk to achieve the most cost effective collections method possible. These debts may be recorded but are not secured. There shall be no guarantee of the number of cases placed, their ages, or their balances. The Clerk shall determine which cases are to be assigned for collection services.

Pursuant to Florida statute, the Clerk will add a collection fee to the current amount due. Because the Clerk is required to collect and disburse funds pursuant to statute, the gross amount, which includes the collection fee, the collection agency receives to satisfy the debt must be forwarded to the Clerk. The Clerk will then disburse the statutory amounts to the appropriate governmental entities.

B. SUBMISSION DEADLINE

Sealed proposals shall be delivered during the Clerk's normal business hours in a sealed envelope and addressed to the Broward County Clerk, 201 SE 6th Street, Room 265, Fort Lauderdale, Florida 33301 (the Broward County central courthouse) no later than **April 20, 2018, 12:00 PM (noon)**. Proposals will not be accepted after the deadline. Bidders are responsible for making certain that their proposal is received at the location specified by the due date and time. The Clerk is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The Clerk's normal business hours are Monday through Friday, 8:00 am through 3:30 pm excluding holidays observed by the Clerk.

C. POINT OF CONTACT

For information concerning procedures for responding to designated solicitation, contact Purchasing Manager Karen Joiner by email at kjoiner@browardclerk.org. Such contact shall be for clarification of bidding processes only.

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SECTION II – SPECIAL TERMS AND CONDITIONS

2.1 ADDENDA, CHANGES, AND INTERPRETATIONS

Requests for clarification, modification, interpretation or changes to a proposal or bid specification must be received prior to the question and answer deadline. Requests received after the designated due date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question and answer period and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the Clerk as a separate addendum to the RLI. Under no circumstances shall an oral explanation given by any Clerk's staff be binding upon the Clerk and may not be relied upon by the bidder to satisfy any condition of the bidding process or specification. All Clerk issued addenda to a bid are a part of the competitive solicitation documents and each bidder will be bound by such addenda. Bidders are solely responsible for reading and comprehending all Clerk issued addenda.

2.2 CHANGES AND ALTERATIONS

Bidders may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications to a bidder's submission will be allowed. Modifications to a bidder's proposal shall not be allowed following the proposal deadline.

2.3 BIDDER'S COSTS

The Clerk shall not be liable for any costs incurred by bidders in responding to this RLI.

2.4 INVOICES/PAYMENT

The Clerk will accept invoices for payment of services no more frequently than once per month. Each invoice shall fully detail the single amount to be paid for the collection services for the month and include a reconciliation of those cases in which payment for services is requested. The process for the monthly invoice reconciliation must comply with the Clerk's technical and accounting specifications. Payment will be made within forty-five days after receipt of an invoice acceptable to the Clerk, in accordance with the Florida Local Government Prompt Payment Act. If at any time during the contract, the Clerk shall not approve or accept the collection agency's work product and agreement cannot be reached between the Clerk and the collection agency to resolve the problem to the Clerk's satisfaction, the Clerk shall negotiate with the collection agency on a payment for the work completed and usable to the Clerk.

2.5 RELATED EXPENSES/TRAVEL EXPENSES

All costs for the collection services are to be included in your proposal. The Clerk will accept only those costs that have been disclosed or requested in the bidder's proposal.

2.6 MISTAKES

The bidder is solely responsible for understanding the requirements contained in this RLI. The submission of a proposal shall be prima facie evidence that the bidder has full knowledge (1) of the scope, nature, and

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quality of the work to be performed; (2) the detailed requirements of the specifications; and (3) the conditions under which the work is to be performed as contained in this RLI. Failure to understand the requirements of the collection services being requested will not relieve the bidder from liability and obligations as specified in this RLI.

2.7 ACCEPTANCE OF PROPOSALS/MINOR IRREGULARITIES

2.7.1 The Clerk reserves the right to accept or reject any, all, or parts of proposals which do not make the proposal conditional in nature. A minor irregularity shall be defined as a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other bidders, or does not affect the fundamental fairness of the solicitation process. The Clerk also reserves the right close the bidding process and to reissue a new RLI.

2.7.2 The Clerk reserves the right to disqualify any bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder.

2.8 RESPONSIVENESS

In order to be considered as a responsible bidder, a bidder shall be fully capable of meeting all of the requirements of the solicitation and subsequent contract, shall be fully capable, including financial and technical capabilities, of performing as contractually required, and shall be fully capable of documenting the ability to provide good faith performance.

2.9 MINIMUM QUALIFICATIONS

Bidders shall demonstrate business relationships with governmental agencies and must possess sufficient financial support, equipment and organization to ensure that collection agency can satisfactorily perform the services required under this RLI if awarded a contract. Bidders must demonstrate that the collection agency, or the collection agency principals, have successfully provided collection services with similar magnitude to those specified in the RLI's scope of services to at least one entity similar in size and complexity to the Clerk or can demonstrate that the collection agency has the experience with public sector clients and the managerial and financial ability to successfully perform the requested work.

2.9.1 The bidder or principals shall have no record of judgments, pending lawsuits against the Clerk or criminal activities involving moral turpitude and shall have no conflicts of interest.

2.9.2 The bidder and those performing the work must be appropriately licensed and registered in the State of Florida.

2.10 INSURANCE REQUIREMENTS

2.10.1 WORKERS' COMPENSATION: Coverage shall apply to all employees for statutory limits in compliance with applicable state and federal laws. The policy must include the employer's liability with a minimum limit of $1,000,000.00 for each accident or incident.

2.10.2 COMPREHENSIVE GENERAL LIABILITY: The entity shall have minimum limits of

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$1,000,000.00 per occurrence combined single limit for bodily injury liability, property damage liability and contractual liability endorsement.

2.10.3 BUSINESS AUTO POLICY: The entity shall have minimum limits of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. Designated automobile or other transport vehicles shall include owned vehicles, hired and non-owned vehicles and employee non-ownership vehicles.

2.10.4 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE COVERAGE POLICY: The entity shall have minimum limits of $1,000,000.00 per occurrence professional liability (errors and omissions) insurance.

2.10.5 SPECIAL REQUIREMENTS: An appropriate hold harmless clause shall be included in the contract.

Insurance policies meeting the requirements herein identified shall be maintained for the term of the agreement. Renewal certificates shall be sent to the Clerk 30 days prior to any expiration date. There shall also be a 30 day notification to the Clerk in the event of a cancellation or modification of any stipulated insurance coverage.

The bidder shall insure that all subcontractors/bidders comply with the same insurance requirements that the bidder is required to meet. Failure to satisfy this requirement constitutes an irrevocable right for the Clerk to immediately terminate an agreement with the collection agency resulting from this RLI.

The bidder will name the Clerk's office as an additional insured under all required policies.

All required insurance policies shall be based on occurrence and not based on claims made.

Certificates of insurance meeting the required provisions shall be sent to

BROWARD COUNTY CLERK OF COURTS
PURCHASING DIVISION, ROOM 265
201 S.E. 6th STREET
FT. LAUDERDALE, FLORIDA 33301

2.11 SELECTION PROCESS

A Selection/Negotiation Committee (SNC) will be responsible for recommending the most qualified bidder. It is anticipated, but not absolutely required, that the process for the designated procurement under this RLI will proceed in the manner described below. The Clerk's selection of the most qualified bidder may not necessarily follow the SNC's recommendation, as the Clerk retains absolute discretion in the selection process.

2.11.1 REVIEW OF WRITTEN SUBMITTALS: Each bidder shall submit evidence of its capability to provide the services required for the designated services. Any proposed selection criterion may be used by the SNC to prepare a matrix of responses. Any selection matrix used as a tool by the SNC in evaluating a bidder's written submittal or in making its decision for short

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listing is within the sole discretion of the SNC. Each short listed bidder will be contacted in a manner designated by the Clerk to advise bidders of the date and time for any presentations or interviews.

2.11.2 The Clerk will not consider oral communications which vary the terms of the submittals prior to the conclusion of the SNC's shortlisting of bidders. All questions seeking clarification of this RLI must be submitted in writing by email to the purchasing manager in a timely manner to permit the Clerk's SNC to prepare a formal answer. Likewise, all responses to this RLI must be submitted by the due date. No exceptions to or extensions of the RLI due date will be granted.

2.11.3 PRESENTATIONS AND INTERVIEWS: The SNC may choose to recommend a bidder based solely on the responses to this RLI. If the SNC determines that a presentation and interview is necessary to make its recommendation to the Clerk, then the SNC will provide to the bidders a list of the subjects for discussion. Each short listed bidder will be given equal time to make a presentation; however, any question-and-answer times following a presentation may vary. Based upon any factors the SNC determines to be appropriate to the selection process, the SNC will recommend the winning bidder(s) to the Clerk for her consideration.

2.11.4 CANCELLATION OF PROJECT: Subject to the Clerk's approval, the SNC may choose to cancel this collection services project and/or recommend rejecting all submitted proposals.

2.11.5 CONFIDENTIAL & PROPRIETARY: Records of the Clerk's office are subject to Chapter 119, Florida Statutes, and all related public records law. No response submitted to the RLI will be accepted by the Clerk if it contains a statement declaring any of the documents submitted to be confidential and proprietary unless a specific exemption from the public records law exists and the exemption is cited in the response to the RLI.

2.11.6 GOVERNING LAW/POLICY: Interested vendors agree that any resulting contract between the bidder and the Clerk's office shall be governed by the laws of the State of Florida, and the venue for any legal action arising thereto will be Broward County, Florida. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a bidder or contract with a public entity, and may not transact business with the Clerk for a period of 36 months from the date of being placed on the convicted vendor list. Interested vendors agree to comply with the Clerk's policy on lobbying.

2.11.7 CONE OF SILENCE: At the time of short listing bidders in the designated RLI process, a cone of silence will be imposed. A designated cone of silence means the following: after the short listing process, potential vendors and their representatives are substantially restricted from communicating regarding this RLI with any Clerk's staff or any person appointed by the Clerk to evaluate or recommend bidder selection. The cone of silence terminates when the Clerk takes action which ends the solicitation.

2.11.8 NO CONTINGENCY FEES: By responding to this RLI, bidders warrant that they have not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the bidder, to secure an agreement pursuant to this RLI. For breach

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or violation of this provision, the Clerk, at the Clerk's sole discretion, shall have the right to reject a bidder's response or to terminate without liability any agreement awarded to a bidder or to deduct from any agreement price or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

2.11.9 CLERK'S RIGHT TO REJECT LETTERS, TO DEMAND ADDITIONAL INFORMATION, AND TO USE UNSUCCESSFUL PROPOSALS: The Clerk retains the absolute right to reject any or all letters, to request additional information (the failure to provide such additional information may be considered a basis for rejecting a letter), to retain letters, and to use any ideas contained in them. The Clerk is not obligated in any manner to reimburse bidders for costs incurred in connection with responding to the RLI.

RLI SUBMISSION

Interested bidders should submit 5 total copies of all materials which indicate their qualifications to:

Brenda D. Forman, Clerk
Broward County Clerk of Courts
Purchasing Division, Room 265
201 SE 6th Street
Fort Lauderdale, FL 33301

Submittals MUST BE RECEIVED by the Purchasing Manager no later than 12:00 PM (noon), April 20, 2018.

ELECTRONICALLY TRANSMITTED, LATE OR MISDIRECTED SUBMITTALS WILL NOT BE ACCEPTED.

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SECTION III – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

1.0 QUALIFICATIONS AND REQUIREMENTS

1.1 The bidder and/or owners must have been in the collection business for a minimum of five years. Circuit and county court collection experience is required.

1.2 The bidder's collection personnel devoted to the Clerk's receivables shall be experienced, qualified, and competent.

1.3 The bidder must provide a list of five courts for which collection services were provided and include the type of collections performed for those courts.

1.4 The bidder must have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the contract. Two of the bidder's most recent audited financial reports and an organizational chart to the extent allowed by Florida law must be submitted. (The bidder may request in writing that any financial report be kept confidential.)

1.5 The bidder must demonstrate sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection.

1.6 The bidder must demonstrate how it complies with the Fair Debt Collections Practices Act with the knowledge the FDCPA does not apply to governmental collections.

1.7 The bidder must demonstrate ability to effect collections in all 50 states, U.S. territories and commonwealths and Canada.

1.8 The bidder must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

1.9 The bidder must have credit bureau reporting capability if authorized by the Clerk. The bidder must provide the names of the credit bureaus used and the process for entering and removing court debt.

1.10 The bidder must provide a list of all office locations and states in which it is licensed or bonded.

1.11 The bidder must demonstrate ability to handle data processing needs including FTP (file transfer protocol) transactions in a fixed ASCII format by providing technical specifications of current processes.

1.12 The bidder must have ACH or wire transfer capability.

1.13 The bidder must demonstrate the ability to provide all report requirements as specified in Section VIII by providing examples of current reporting to clients and the method(s) used to report collections information to clients.

1.14 The bidder must submit documentation of American Collectors Association International (ACA) or other state and national trade association memberships.

1.15 The bidder must report any changes in the organization's ownership to the Clerk within thirty days of said change from the date of the RLI submission through the term of the collections agreement.

1.16 The bidder must provide current samples of collection notices and/or mailers used for governmental and/or court collections.

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1.17 The bidder must provide information on any municipal, county, state, or federal investigation, lawsuit, claim, bankruptcy, or challenge as to the bidder's owners, partners, or corporate officers during the past three years that might have a material impact on the organization's ability to continue functioning as a debt collector or might have a material impact on said owner, partner, or corporate officer, including, but not limited to, any civil or criminal penalties.

1.18 The bidder must provide detailed description of its collection techniques, activities, and internal quality assurance to ensure desired collection performance.

1.19 The bidder must provide a summary, table, or graph by court case type (for example, civil traffic, misdemeanor, felony, etc.) showing prior effectiveness of collection services; such summary shall include (1) an average percent of debt collected in the last three years on a per client basis; (2) the recovery rate of the dollar amount placed versus the actual dollars collected on a per client basis; (3) the average age and balance of accounts on a per client basis; and (4) the turnover rate (days outstanding from placement to full payment) on a per client basis for at least five clients.

1.20 The bidder must demonstrate an understanding of the nature and scope of the Clerk's program as contained in Section VIII – "Specifications for Services," by providing appropriate work flow model(s) of the collections services offered, from day of debt placement to full collection.

1.21 The bidder may describe any other optional services it would be willing to provide to the Clerk.

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SECTION IV

1.0 SPECIFICATION FOR SERVICES

Within this section, the terms "account" or "debt" mean the same as "case" or "citation." The specifications will include, but are not limited to, the enumerated items below. A response to each of the following specifications is expected in the RLI response; for example, a response of "the vendor agrees to the specification" or "the vendor has the specified ability" may be appropriate for some of the enumerated specifications. Vendors may add information in their responses to provide clarity or scope regarding any enumerated specification.

1.1. The collection agency must undertake within 24 hours of receipt of assigned debts the collection of those assigned debts, without regard to type, age or balance of account, through whatever means approved by the Clerk. These means may include, but are not necessarily limited to, collection letters, skip tracing, telephone calls, utility service checks, and credit bureau inquiries and reporting if so authorized.

1.2. The collection agency may take no legal action against any debtor on behalf of the Clerk without the Clerk's prior written approval.

1.3. The collection agency must institute any method specified by the Clerk for safeguarding the rights of individuals subject to collection. All practices must comply with state and federal consumer and collection practice laws as applicable. Although the FDCPA does not apply to designated type of collection, the bidder must follow the spirit of the FDCPA. Likewise, the spirit of all truth and lending laws must be followed.

1.4. The collection agency must stop all collections activity immediately when notified by the Clerk to cancel accounts. The Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collections.

1.5. The collection agency will not be allowed to settle any accounts for less than the amount indicated by the Clerk.

1.6. The collection agency must advise debtors, when applicable, that bankruptcy does not discharge an individual debtor from any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit. Government fines or penalties are not dischargeable. See 11 USC 523(a) (7).

1.7. The collection agency must be able to effect collections in all 50 states, U.S. territories or commonwealths and Canada. The collection agency must meet interstate collections requirements that may include being licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

1.8. The collection agency may not make changes to the content, verbiage, and/or format of any written notification without the Clerk's prior approval. With the collection agency's assistance, the Clerk will provide the content, verbiage and format of all written notifications to the debtor.

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1.9. The collection agency must provide at no cost to the Clerk all collection agency computer programming, collection agency ACH or wire transfers, and collection agency systems development or updates. Likewise, the collection agency may not charge the Clerk for copying, faxing, and postal charges of any kind which the collection agency may incur as a result of this RLI or the collections agency's collections processes.

1.10. The collection agency shall deposit to the Clerk's designated bank account on a daily basis by an ACH process or a wire transfer, the gross amount of payments the collection agency receives from the assigned debts. The daily deposit amount must correspond to a reconciled report pursuant to paragraph 3.3 below (see Required Reports and Files section below). Check payments from debtors may be held by the collection agency for a period specifically agreed upon by the Clerk.

1.11. The collection agency must provide the case number for each payment received and reported to the Clerk.

1.12. The collection agency is fully responsible for any check payment received, processed and reported by the bidder that is later returned for insufficient funds. The dishonored check payment becomes a collection item for and is the full responsibility of the collection agency. The Clerk under no circumstances will adjust the debt, and the Clerk will not issue a refund to the collection agency for the funds transmitted on that debt to the Clerk. The dishonored check shall not be commingled with the remaining debt balance, if any.

1.13. The collection agency must inform debtors to make remittances payable only to the collection agency. The collection agency may accept credit card payments; however, the collection agency may not assess charges to the Clerk for the acceptance of credit card payments. Nor shall the Clerk be financially responsible for any credit card payments the collection agency accepts that result in credit card disputes or credit card charge backs.

1.14. The collection agency shall immediately advise any defendant who is concerned about getting a driver license reinstated or a capias/warrant canceled to pay the Clerk directly. The Clerk's Felony, Traffic and Misdemeanor divisions will accept credit card payments and personal checks. The collection agency will receive credit for the payment unless the payment was received within ten calendar days of the debt placement. The payment will appear on a report from the Clerk. (See Required Reports and Files section below.)

1.15. The collection agency, its employees and agents shall perform as independent contractors and shall not be deemed as agents, representatives or employees of the Clerk. The collection agency shall not represent itself as the Clerk or as a deputy clerk under any circumstances.

1.16. The collection agency shall not subcontract, assign, forward or outsource any portion of a contract with the Clerk resulting from this RLI.

1.17. The collection agency shall hold confidential all information acquired during the performance of a contract with the Clerk resulting from this RLI and shall not be open to public examination for any purpose except as provided by law. As required under the Florida statutes and any other applicable laws and regulations, social security numbers and bank accounts numbers are confidential and must be stored in a manner to prevent access by unauthorized persons. The collection agency shall assume sole

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responsibility for the safety and security of all confidential information, as defined by the Florida statutes or any other applicable laws and regulations, that has been provided by the Clerk or the Clerk's designated staff to the collection agency.

1.18. The collection agency or its agent shall not produce or otherwise use the products of a contract resulting from this RLI without the written consent of the Clerk. The Clerk retains all rights to all data, reports, programs, designs and other results arising from such contract. The Clerk reserves first publication rights to any products arising from such contract, and the Clerk may place the products in the public domain without the permission of the collection agency. Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Florida Public Records Act), by the collection agency to the materials produced in connection with such contract. Failure by the collection agency to abide by the provisions of the Florida Public Records Act may result in the immediate termination of any contract resulting from this RLI.

1.19. The collection agency shall verify any payment or balance information with the Clerk only (Section 5.0, paragraph 5.1). At no time shall the bidder accept information supplied by a debtor or any other source as evidence to support a payment or an account balance. Any disputes between the collection agency and the debtor regarding amounts owed must be resolved with the Clerk or the Clerk's designated staff only.

1.20. The collection agency shall provide the Clerk with a copy of all letters of complaint involving the agency's collection practices within ten days of receipt of said complaint. The collection agency must explain in writing to the Clerk what action was taken to achieve an acceptable resolution with the debtor.

1.21. The collection agency must attempt to collect the full balance due. The Clerk or the Clerk's designated staff will programmatically disallow the payment of a collection fee on any case that shows a remaining balance due on the placed debtor for a placed debt that is only partial paid, including any assessment for placing the debt with the collection agency.

1.22. The collection agency will not charge the Clerk if the collection agency is unable to recover moneys on accounts assigned. Additionally, no adjustments to the collection agency's collection fee will be made during the term of a contract resulting from this RLI.

1.23. The collection agency is solely responsible for all usual and customary costs incurred as a result of collecting accounts. Any costs for the automation of equipment; for computer programming; for installation of data lines; for printing, postage and associated equipment costs; and for other similar and associated costs will also be borne by the collection agency.

1.24. The collection agency will not be paid a collection fee for adjustments or corrections made by the court or the Clerk on a placed debt in which the collection agency has received payment, including, but not limited to, those cases in which a fine is suspended or waived or a clerical error has been corrected. A collection fee will also not be paid on any subsequent assessments or payments made after the date the placed debt was paid in full, including, but not limited to, a subsequent assessment for a driver license reinstatement fee.

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1.25. The collection agency shall electronically report on a daily basis to the Clerk or the Clerk's designated staff, through data files in ASCII format via FTP or other electronic transmission method mutually agreed upon, the amount collected by case number.

1.26. The collection agency shall not be paid on any account for which a subsequent court action negates collection activity. The account shall be canceled and returned to the Clerk.

1.27. The collection agency will not be paid a collection fee for accounts paid prior to the debt placement (assignment) date or for payments received by the Clerk within the first 10 calendar days of assignment to the bidder.

1.28. The collection agency may be paid for payments that are later disallowed due to a judicial order. The Clerk will offset the collection fee amount disallowed from the next invoice payment due to the collection agency.

1.29. Payment of any collection fee is contingent upon full payment having been received and transmitted to the Clerk on placed debts. No collection fee will be paid on placed debts which are only partially paid. Any collection fee amount that shows as a discrepancy between the collection agency records and the Clerk records on collection fees owed shall be set-aside for payment and not be subject to the Florida Prompt Payment Act until both parties are afforded a full review of the case record and both parties mutually agree to a resolution on the collection fee.

1.30. The collection agency shall return all accounts to the Clerk regardless of payments made on placed debts or arrangements made if the contract resulting from this RLI is terminated. The Clerk will pay any collection fee due at that time. Upon termination of the contract, the collection agency will inform any debtors with whom it is dealing to make future payment(s) directly to the Clerk.

2.0 AGENCY/BIDDER/CLERK LIAISON

2.1. The collection agency will work with Clerk's staff to facilitate transmission of pertinent information between the Clerk and the agency. The collection agency must be able to receive and send data electronically. Most data being transmitted between the Clerk or the Clerk's designated staff and the agency will be by FTP.

2.2. The collection agency shall designate a project manager who will have responsibility for the collection agency performance and will be directly responsible for coordinating efforts with the Clerk or the Clerk's designated staff.

2.3. The collection agency shall have the ability to communicate with Spanish and Creole-speaking debtors.

2.4. The collection agency must provide for immediate telephone contact with the Clerk's collections project manager during the normal business hours of 8:00 a.m. to 5:00 p.m. (EST). A maximum of one-hour turnaround time for responses to the Clerk's inquiries is required.

2.5. The collection agency, upon request by the Clerk, shall provide a written response to all complaints received by the Clerk of any alleged unlawful or unethical actions taken by the collection agency

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and/or its agents to collect a placed debt. The response shall be provided by the collection agency project manager and shall be received by the Clerk within fifteen days of the Clerk's request.

2.6. The collection agency shall permit Clerk and the Clerk's designated staff the right to visit the collection agency offices and its agents periodically for inspection of the facilities and operations used in the performance of any work under a contract resulting from this RLI.

2.7. The collection agency shall allow the Clerk's auditor or the Clerk's designated staff at any time to audit or reasonably inspect any of the collection agency's activities or communications that relate to the contractual obligations arising from this RLI.

3.0 REQUIRED REPORTS AND FILES

3.1 The collection agency must provide at a minimum the reports outlined below and any other reports required to reconcile fully any placed debts and any payments received and transmitted on those placed debts.

3.2 An **acknowledgment report** must be sent to the Clerk or the Clerk's designated staff by electronic mail within two hours of the transmittal of placed debts. The acknowledgement report will verify that the collection agency has received the placed debts. The acknowledgement report must indicate the number of placed debts by type and the date the placed debts were received.

3.3 A **data file** in an FTP or other mutually agreed upon electronic format specified by the Clerk must be made available **daily** by the collection agency on its FTP server for retrieval by the Clerk or the Clerk's designated staff during dates and times designated by the Clerk or the Clerk's designated staff. Therefore, the collection agency must have an FTP server that is accessible to the Clerk or the Clerk's designated staff during non-business hours. The **data file** must contain, at a minimum, the case number, the amount paid, and the date paid of placed debts. The Clerk or the Clerk's designated staff will evaluate the **data file** to see if it matches the Clerk's records. Accordingly, the collection agency must accurately enter case numbers in the **data file** so that the Clerk or the Clerk's designated staff can process case and payment information accurately. Only one line item containing the required information for each case is acceptable. If more than one payment exists for the same case number, only one payment total for that case should be reported in the **data file.**

3.4 A **response file** will be sent to the collection agency the following day via FTP, or other mutually agreed upon electronic transfer, that contains which payments the Clerk accepted or rejected. For those payments the Clerk accepts, the collection agency must transfer the **GROSS** collected amount of the accepted payments to the Clerk's designated bank account(s) by ACH or wire transfer no later than the next business day. The rejected payments will be coded in such a way as to identify why they were not accepted.

3.5 The collection agency must be able to provide upon the Clerk's or the Clerk's designated staff's request a **monthly performance/activity report** which details each case assigned per month, the original balance of the placed debt by case, the date and amount of each payment by case number, and the remaining balance of the placed debt by case number. The collection agency must provide, at a minimum, a quarterly report that shows by case type the total amount of the placed debt by month and the total collected amount of the placed debt by month for all placed debts during the

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period of the contract arising from this RLI.

3.5 The collection agency must provide upon the Clerk's or the Clerk's designated staff's request a **monthly cancellation report** listing the accounts the bidder is no longer pursuing. The report must include the debtor name, each case number, the remaining balance and the reason the collection activity has ceased. If a debtor is deceased, a certified copy of the death certificate must accompany the cancellation report. The debtor's estate status and a probate case number, if any, should also be provided.

3.7 The collection agency must prepare a single **monthly invoice** for the collection fee. In addition to other information required by the Clerk, **monthly invoices** must indicate, at a minimum, the gross amount collected by case number, the entity to whom the payment was made (the Clerk or the collection agency) and the collection fee for those cases based on the contracted price. Each invoice must also contain the defendant's name and case number and an invoice number associated with it that designates the type of collection it represents (for example, traffic, felony, etc.)

3.8 If placed debts are handled from more than one office location, the collection agency will provide one consolidated invoice only for all collection types. Electronic invoices are to be sent to a designated e-mail address as established by the Clerk or the Clerk's designated staff.

3.9 To the extent necessary to fulfill the terms of an agreement between the Clerk and the vendor arising from this RLI, invoices and other materials needed for payment must be in a media and format as designated by the Clerk or the Clerk's designated staff. Invoices must be received by the Clerk's office no later than five business days following the end of the preceding month. Any financial report, including both daily and monthly reporting sent to the Clerk, must be in an electronic format acceptable to the Clerk or the Clerk's designated staff.

3.10 The Clerk or the Clerk's designated staff may change the requirements for and contents of reports as needed. Other reports including, but not limited to, collection rates and aging reports may also be required. The Clerk or the Clerk's designated staff will specify to whom such reports shall be delivered. The collection agency will work with the Clerk to insure reports can be electronically retrieved and viewed using existing Clerk software.

3.11 Adjustments to the processes described herein as required by changes in law, court rule or implementation of other Clerk hardware or software devices or services will be developed and implemented at the Clerk's request at no cost.

4.0 ANTICIPATED VOLUMES

4.1 No minimum volume of accounts will be guaranteed. Volume will be driven by the success of collections and the availability of accounts. The Clerk will determine the number of cases and which cases will be sent to the bidder. If available, the anticipated volume of accounts may be requested by case type.

4.2 The amounts due on court cases assigned to the collection agency will vary based upon judicial ruling on individual cases, existing legal mandates, and any changes in law regarding assessments.

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4.3 Designated proposals to this RLI may result in a multiple award contract at the discretion of the Clerk only.

4.4 No adjustments to the collections fee will be permitted during the term of a contract arising from this RLI, including any renewal periods.

5.0 CLERK'S RESPONSIBILITIES

5.1 The Clerk will designate a contract administrator or collections manager for the contract period or identify an electronic e-mail address or electronic mail box for communications between the Clerk or the Clerk's designated staff and the collection agency. The Clerk's designee will be the primary liaison for day-to-day interactions with the bidder.

5.2 The Clerk or the Clerk's designated staff will provide to the bidder any required and available information about the debtor when the case is assigned. For certain court cases, designated information may include case number, citation number (if available), full name, date of birth, social security number, sex, race, driver's license number and state, address, telephone, birth city and state, and account balance. For other court cases, debtor information will be provided based on its availability as found exclusively in the case record. All debtor information will be provided via FTP or other mutually agreed upon electronic transmission to the collection agency in a fixed ASCII format or other format integrates with the Clerk's financial reporting systems.

5.3 The Clerk or the Clerk's designated staff shall notify the collection agency when collection action is to be canceled and placed debts returned and whether such cancellation or return is temporary or permanent.

5.4 The Clerk or the Clerk's designated staff will electronically transmit to the collection agency by FTP, or other mutually agreed upon electronic transmission, a daily transaction adjustment file to placed debts containing the case numbers and the new amount due.

5.5 Upon the assignment of placed debts to the collection agency, the Clerk or the Clerk's designated staff will not be expected to provide any further assistance in the collection of these debts.

5.6 The Clerk reserves the right to change any portion of the work outlined herein if required by federal law, state law, county ordinances, court orders, Clerk policies, administrative resolutions or administrative policies that mandate such change.

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LINEBARGER
ATTORNEYS AT LAW

Founded in 1976



Linebarger Management Committee

- Focused on collecting government receivables for 42 years
- 1,300 employees in 45 offices throughout the country
- Employ more than 100 attorneys
- Currently collect on behalf of over 2,400 government clients
- Recipient of numerous public/private partnership awards
- Collect close to $1 billion annually on behalf of our clients

Exhibit B

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Our Staff Makes the Difference

Attorney Project Management

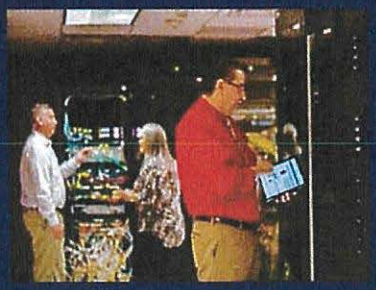
- An attorney manages every project
- Attorneys monitor legal standards and legislative matters



Professional Operations Staff

Information Technology Staff

- Over 160 highly-trained IT staff
- In-house system architects, programmers, network engineers, analysts, and security experts
- In-house backup
- Invest millions annually on IT
- Undergo IT security (NIST) and payment card industry (PCI) audits



Professional Collectors

- More than 300 collectors who specialize in collecting delinquent accounts
- Seven call centers nationwide
- All collectors go through Association of Credit and Collection Professionals training



We partner with our clients to identify their needs and provide the most efficient and effective results possible.

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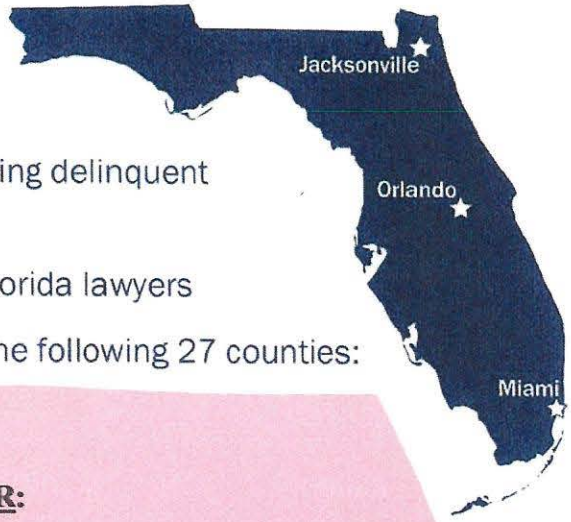
NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

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Partnering with Florida Clerks for nearly two decades



- Recovered $484 million to date
- More than 18 years of experience collecting delinquent Florida Clerk of Court debt
- Our three Florida offices are staffed by Florida lawyers
- Currently representing Florida Clerks in the following 27 counties:

NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

Experienced Collecting Florida Clerk Debt Types:

- Civil & Criminal Traffic
- Misdemeanor & Felony
- Parking
- City & County Violations
- Juvenile Application Fees
- Filing Fees
- Miscellaneous (animal control, false alarm, etc.)

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Collection Services



Bilingual Collection Notices

- Letters sent: 21,997,823



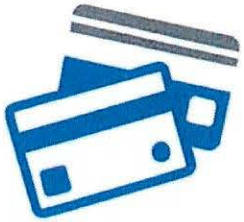
Inbound & Outbound Call Campaigns

- Inbound Calls: 8,539,396
- Outbound Calls: 7,646,325



Skip Tracing

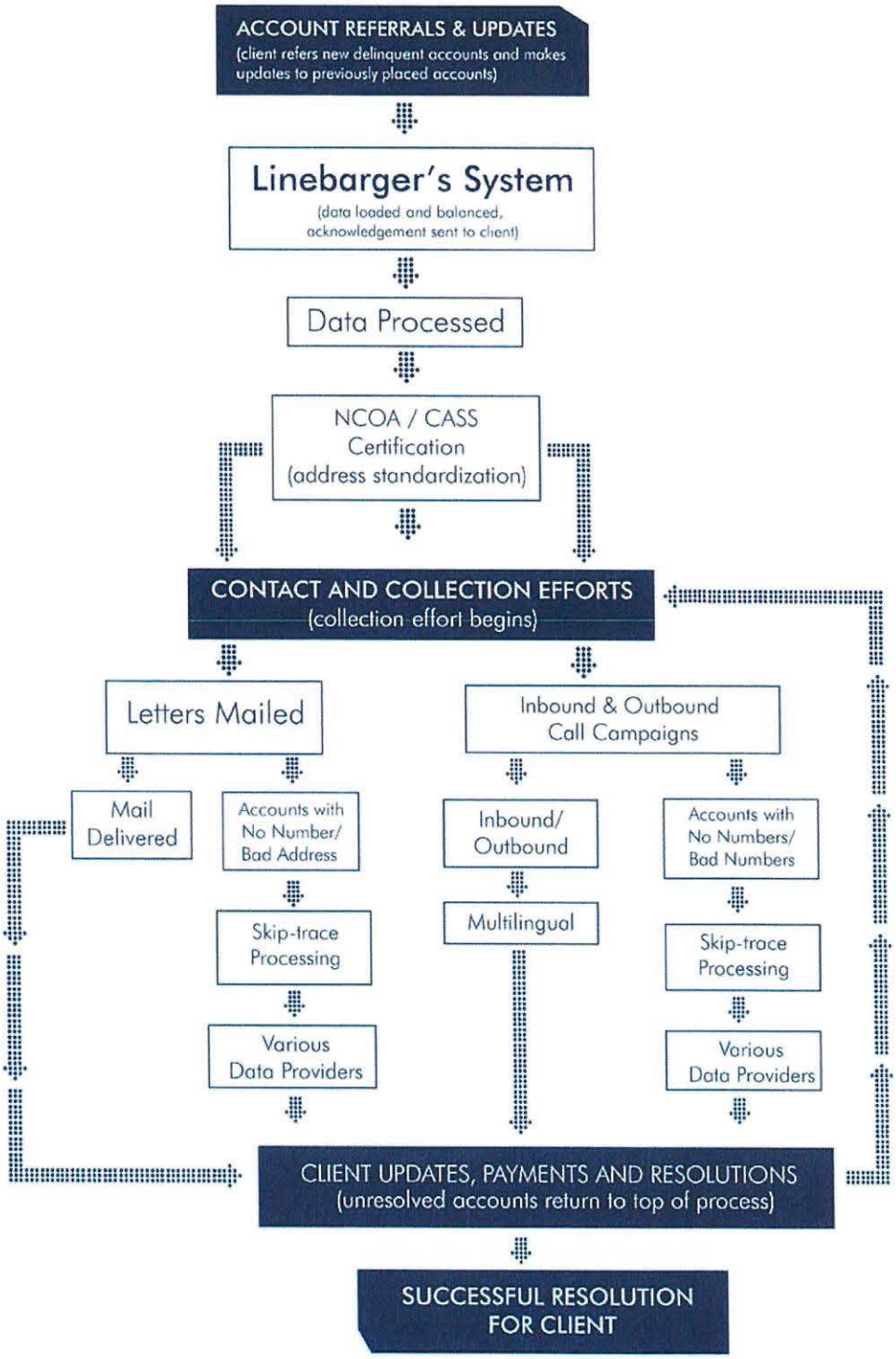
- Continuous monthly skip tracing



Secure and Convenient Payment Options

- Tracking and accommodating evolving trends in payment methods

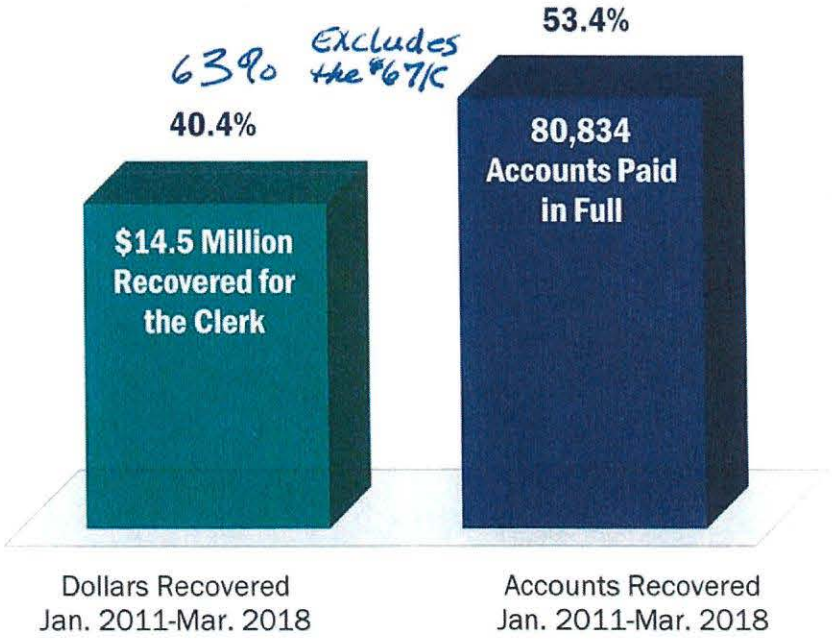
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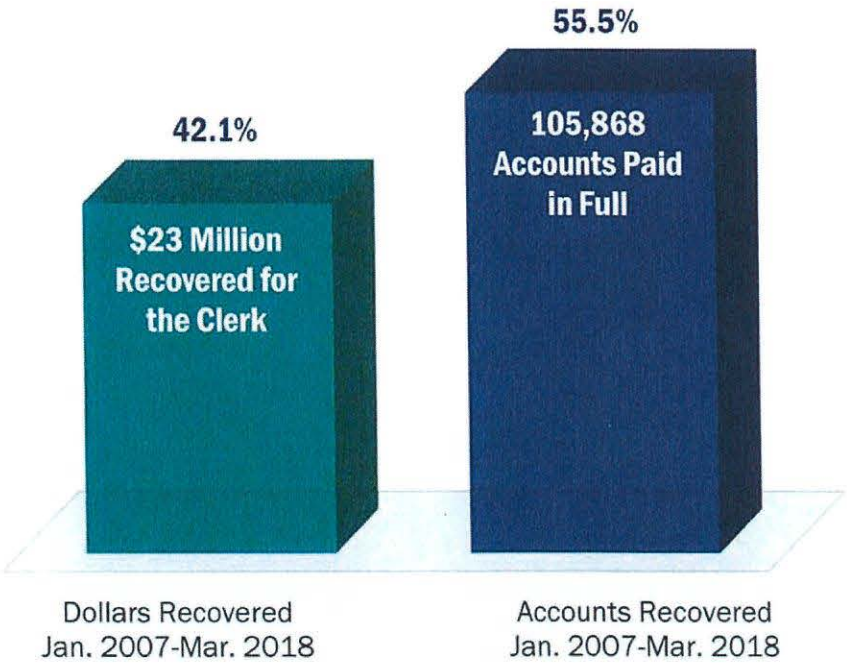
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Past Performance is the Most Reliable Predictor of Future Success

Broward County Clerk of Court, Florida – Civil Traffic Citations



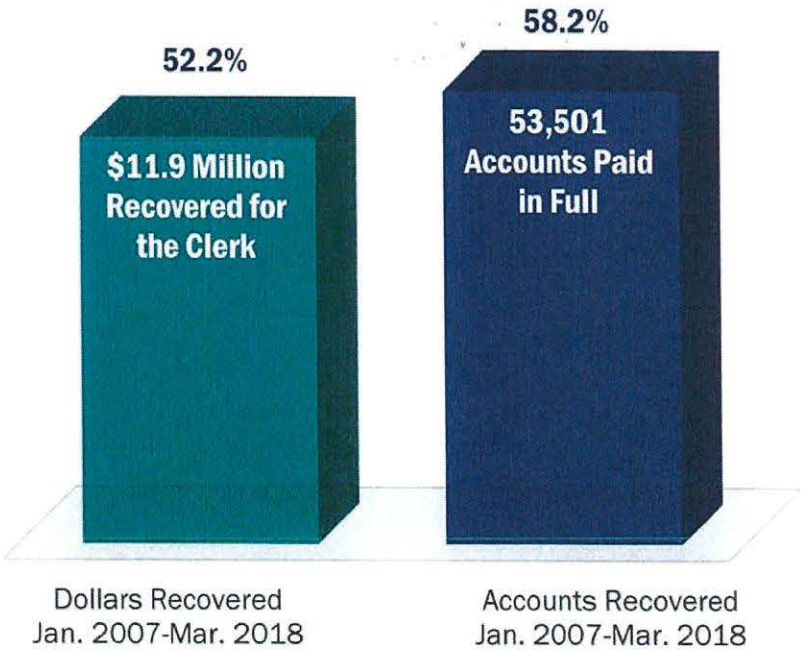
Miami-Dade County Clerk of Court, Florida – Civil Traffic Citations



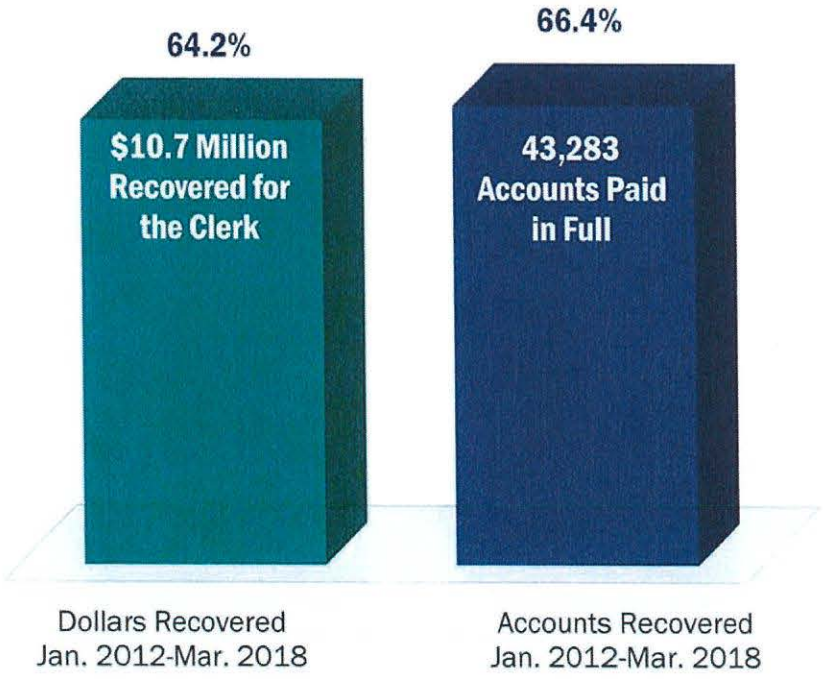
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Past Performance is the Most Reliable Predictor of Future Success

Palm Beach County Clerk of Court, Florida – Civil Traffic Citations



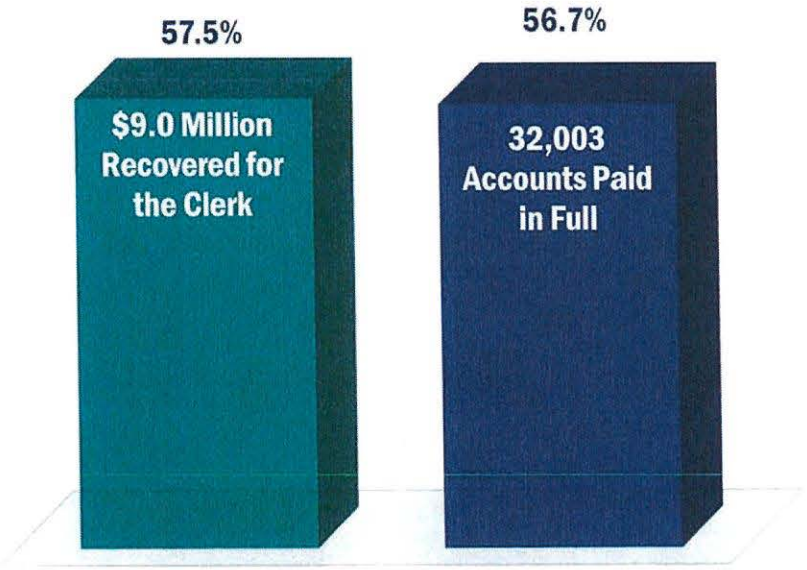
Duval County Clerk of Court, Florida – Civil Traffic Citations



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Past Performance is the Most Reliable Predictor of Future Success

Polk County Clerk of Court, Florida – Civil Traffic Citations



Dollars Recovered
Jan. 2012-Mar. 2018

Accounts Recovered
Jan. 2012-Mar. 2018

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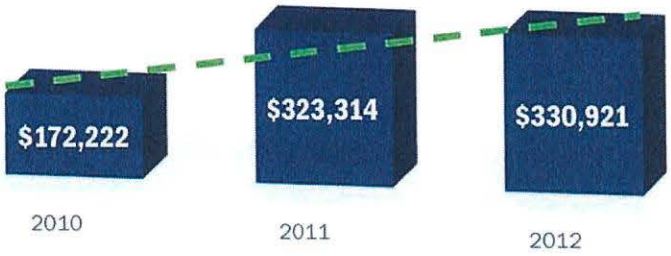
Court Comparisons

Collier Revenue Declines From Reduced Recording Fees and Interest Elimination



	2009	2010	2011
Clerk Revenues	$25,367,742	$17,915,892	$17,157,436

Linebarger Collections to Mitigate Collier Revenue Declines



	2010	2011	2012
Linebarger Collections	$172,222	$323,314	$330,921

Collier Clerk of Court

- Hired Linebarger in 2010
- Total Revenues for Clerk dropped from $25M in 2009 to $17M in 2011 from a reduction in foreclosure filing fees and elimination of interest revenues
- Linebarger provided additional revenues of $172K, $323K, and $330K in 2010 through 2012 to mitigate the revenue losses
- To date, Linebarger has collected 62% of the gross placements by the Collier Clerk in 2012

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Lee Clerk Placement Frequency and Collections



	2008 - Semi-Annual	2009 - Monthly	2012 -Weekly
Lee Clerk Collections	$465,476	$1,299,358	$1,553,595

Lee Clerk of Court

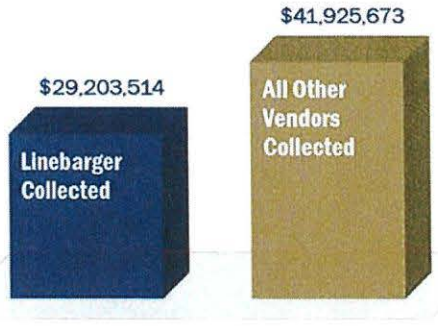
- Hired Linebarger in 2007
- Conversion from semi-annual civil traffic placements to monthly placements in 2009 increased revenues
- Collections increased from $456K in 2008 to over $1.2M in 2009
- Collections increased an additional $250K with transition to weekly placements

External Factors Influencing Collections

- Legislative changes in 2008 and 2009 increased base amount of citations and removed driver's improvement school discount
- Great Recession of 2008
- Significant decline in the number of citations issued over the last decade
- Attacks on Red Light Cameras, petitions to remove from collections, extending hearing date requests to 180 days, and reduced toll violations as UTCs
- Hurricanes Harvey, Irma, and Maria

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Clerk of Court Operations Corporation
Total Collected by All Vendors
Fiscal Year 2016-17



Total Collected on Behalf of Florida clerks: $71.1 Million

Head-to-Head Comparison
on Shared Contracts



Difference: $3.7 Million More Collected by Linebarger

Linebarger's Efforts

- Fiscal Year 2016-17 Clerk of Court Operations Corporation (CCOC) reports all vendors collected $71.1M on behalf of Florida's Clerks.
- Linebarger collected $29.2M of the $71.1M or 41% of the total collected.
- In competitive contracts involving Linebarger, the firm leads collections with $27.7M of the $61.9M, or 45% of the total collected.
- In a head-to-head comparison with our competitors on shared contracts, Linebarger collected $3.7M more than the other vendor.

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Benefits of Our Continued Partnership

As the Clerk's current collections provider, Linebarger has already established all program functionality – from hardware, communication, and data transmission interfaces and procedures, payment processing, and remittances, to customized reports and effective communication pathways.

The immediate benefits include:

- the continuation of a successful public/private partnership that has resulted in millions of dollars in additional revenue to the Clerk
- no downtime or delay – collection activities will continue seamlessly
- no need for any capital outlay cost for reprogramming, tweaking software compatibility, or developing new procedures
- no staff time wasted in creating and learning new procedures
- no frustrations or delays involved in developing new personal relationships with the team you will work with on a daily basis

We have enjoyed working with the Clerk and all the members of the Clerk's staff and hope we have earned the privilege of continuing our successful partnership in the future.

We thank you for the opportunity to continue our relationship with the Broward County Clerk of the Circuit Court. Should you have any questions or comments, please do not hesitate to contact us.

Kelly Burnette, Capital Partner
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904.838.1827

Dr. Corey A. Hamilton, Partner
corey.hamilton@lgbs.com
786.316.0070

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Licensing Requirement Justifications

The law firm is authorized to collect debt in all states and territories. In some states "collection licenses" are required. In others, various exceptions and exemptions allow for debt collection.

Alaska. The Alaska "Collection Agency License Application Packet" provides that:

"However, an Alaska collection agency license is required only for those agencies that collect claims, or solict claims collections, on behalf of Alaska-based creditors. If the agency's customers are out of state, no Alaska license is required.

Connecticut. Connecticut General Statute Sec 36a-800(1) (D) provides that:

"Consumer collection agency" does not include (i) an individual employed on the staff of a licensed consumer collection agency, or by a creditor who is exempt from licensing, when attempting to collect on behalf of such consumer collection agency, (ii) persons not primarily engaged in the collection of debts from consumer debtors who receive funds in escrow for subsequent distribution to others, including, but not limited to, real estate brokers and lenders holding funds of borrowers for payment of taxes or insurance, (iii) any public officer or a person acting under the order of any court, (iv) any member of the bar of this state, (v) a person who services loans or accounts for the owners thereof when the arrangement includes, in addition to requesting payment from delinquent consumer debtors, the providing of other services such as receipt of payment, accounting, record-keeping, data processing services and remitting, for loans or accounts which are current as well as those which are delinquent, (vi) a bank or out-of-state bank, as defined in section 36a-2, and (vii) a subsidiary or affiliate of a bank or out-of-state bank, to the extent such affiliate or subsidiary is not primarily engaged in the business of purchasing and collecting upon delinquent debts. For purposes of this subparagraph, "account, bill or other indebtedness" shall not include debt secured by real property. Any person not included in the definition contained in this subdivision is, for purposes of sections 36a-645 to 36a-647, inclusive, a "creditor", as defined in section 36a-645;

The law firm employs an attorney licensed to practice law in the State of Connecticut.

Illinois. Illinois Statute 225 ILCS 425 Sec. 2.03(5) provides as follows:

> *Sec. 2.03. Exemptions. This Act does not apply to persons whose collection activities are confined to and are directly related to the operation of a business other than that of a collection agency, and specifically does not include the following:*
>
> *1. Banks, including trust departments, affiliates,*

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and subsidiaries thereof, fiduciaries, and financing and lending institutions (except those who own or operate collection agencies);

2. Abstract companies doing an escrow business;

3. Real estate brokers when acting in the pursuit of their profession;

4. Public officers and judicial officers acting under order of a court;

5. Licensed attorneys at law;

The law firm employs attorneys licensed to practice law in the State of Illinois.

Massachusetts. The General Laws of Massachusetts, Title XV, Ch. 93, Sec. 24, Subsec. (g) provides as follows:

"Debt collector", any person who uses an instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of a debt, or who regularly collects or attempts to collect, directly or indirectly, a debt owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (f), debt collector shall include a creditor who, in the process of collecting his own debt, uses any name other than his own which would indicate that a third person is collecting or attempting to collect the debt. Debt collector shall also include a person who uses an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the enforcement of security interests. Debt collector shall not include:

(a) an officer or employee of a creditor while, in the name of the creditor, collecting debts for the creditor;

(b) a person while acting as a debt collector for another person, both of whom are related by common ownership or affiliated by corporate control, if the person acting as a debt collector does so only for a person to whom it is so related or affiliated and if the principal business of the person is not the collection of a debt;

(c) an officer or employee of the United States or a state of the United States to the extent that collecting or attempting to collect a debt is in the performance of his official duty;

(d) a person while serving or attempting to serve legal process on another person in connection with the judicial enforcement of a debt;

(e) a nonprofit organization which, at the request of a consumer, performs bona fide consumer credit counseling and assists the consumer in the liquidation of debts by receiving payments from the consumer and distributing the amounts to creditors;

(f) a person collecting or attempting to collect a debt owed or due or asserted to be owed or due another to the extent the activity (i) is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement; (ii) concerns a debt which was originated by the person; (iii) concerns a debt which was not in default at the time it was obtained by the person; or (iv) concerns a debt obtained by the person as a secured party in a commercial credit transaction involving the creditor;

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(g) attorneys-at-law collecting a debt on behalf of a client;

The law firm employs an attorney licensed to practice law in the Commonwealth of Massachusetts.

Nevada. Nevada Revised Statues Annotated Section 649.020(1)(g) provides as follows:

NRS 649.020 "Collection agency" defined.

1. "Collection agency" means all persons engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another.

2. "Collection agency" does not include any of the following unless they are conducting collection agencies:

(a) Individuals regularly employed on a regular wage or salary, in the capacity of credit men or in other similar capacity upon the staff of employees of any person not engaged in the business of a collection agency or making or attempting to make collections as an incident to the usual practices of their primary business or profession.

(b) Banks.

(c) Nonprofit cooperative associations.

(d) Unit-owners' associations and the board members, officers, employees and units' owners of those associations when acting under the authority of and in accordance with chapter 116 or 116B of NRS and the governing documents of the association, except for those community managers included within the term "collection agency" pursuant to subsection 3.

(e) Abstract companies doing an escrow business.

(f) Duly licensed real estate brokers, except for those real estate brokers who are community managers included within the term "collection agency" pursuant to subsection 3.

(g) Attorneys and counselors at law licensed to practice in this State, so long as they are retained by their clients to collect or to solicit or obtain payment of such clients' claims in the usual course of the practice of their profession

3. "Collection agency":

(a) Includes a community manager while engaged in the management of a common-interest community or the management of an association of a condominium hotel if the community manager, or any employee, agent or affiliate of the community manager, performs or offers to perform any act associated with the foreclosure of a lien pursuant to NRS 116.31162 to 116.31168, inclusive, or 116B.635 to 116B.660, inclusive; and

(b) Does not include any other community manager while engaged in the management of a common-interest community or the management of an association of a condominium hotel.

The law firm employs attorneys licensed to practice law in the State of Nevada.

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North Carolina. North Carolina General Statutes 58-70-15(c)(8) provides as follows:

§ 58-70-15. Definition of collection agency and collection agency business. NC General Statutes - Chapter 58 Article 70 5 (a) "Collection agency" means a person directly or indirectly engaged in soliciting, from more than one person delinquent claims of any kind owed or due or asserted to be owed or due the solicited person and all persons directly or indirectly engaged in the asserting, enforcing or prosecuting of those claims.

(b) "Collection agency" includes any of the following: (1) Any person that procures a listing of delinquent debtors from any creditor and that sells the listing or otherwise receives any fee or benefit from collections made on the listing. (2) Any person that attempts to or does transfer or sell to any person not holding the permit prescribed by this Article any system or series of letters or forms for use in the collection of delinquent accounts or claims which by direct assertion or by implication indicate that the claim or account is being asserted or collected by any person, firm, corporation, or association other than the creditor or owner of the claim or demand. (3) An in-house collection agency, whereby a person, firm, corporation, or association sets up a collection service for his or its own business and the agency has a name other than that of the business. (4) A "debt buyer." As used in this subdivision, the term "debt buyer" means a person or entity that is engaged in the business of purchasing delinquent or charged-off consumer loans or consumer credit accounts, or other delinquent consumer debt for collection purposes, whether it collects the debt itself or hires a third party for collection or an attorney-at-law for litigation in order to collect such debt.

(c) "Collection agency" does not include any of the following:
(1) Regular employees of a single creditor.
(2) Banks, trust companies, or bank owned, controlled or related firms.
(2a) Corporations or associations engaged in accounting, bookkeeping, or data processing services where a primary component of such services is the rendering of statements of accounts and bookkeeping services for creditors.
(3) Mortgage banking companies.
(4) Savings and loan associations.
(5) Building and loan associations.
(6) Duly licensed real estate brokers and agents when the claims or accounts being handled by the broker or agent are related to or are in connection with the broker's or agent's regular real estate business.
(7) Express, telephone and telegraph companies subject to public regulation and supervision.
(8) Attorneys-at-law handling claims and collections in their own name and not operating a collection agency under the management of a layman.
(9) Any person, firm, corporation or association handling claims, accounts or collections under an order or orders of any court.
(10) A person, firm, corporation or association which, for valuable consideration purchases accounts, claims, or demands of another, which such accounts, claims, or demands of

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another are not delinquent at the time of such purchase, and then, in its own name, proceeds to assert or collect the accounts, claims or demands.

The law firm employs an attorney licensed to practice law in the State of North Carolina.

Wisconsin. The Wisconsin General Statutes Sec. 218.04(2)(b) provides as follows:

218.04 Collection agencies.

(1) DEFINITIONS. The following terms, as used in this section, shall have the meaning stated, unless the context requires a different meaning:

(a) "Collection agency" means any person engaging in the business of collecting or receiving for payment for others of any account, bill, or other indebtedness. "Collection agency" does not include attorneys at law authorized to practice in this state and resident herein, banks, express companies, health care billing companies, state savings banks, state savings and loan associations, insurers and their agents, trust companies, district attorneys acting under s. 971.41, persons contracting with district attorneys under s. 971.41 (5), real estate brokers, and real estate salespersons.

(b) "Collector" or "solicitor" means any person employed by a collection agency to collect or receive payment or to solicit the receiving or collecting of payment for others of any account, bill or other indebtedness outside of the office or the person's home.

(c) "Division" means the division of banking.

(d) "General order" means an order which is not a special order.

(e) "Licensee" means a person licensed under this section.

(f) "Person" includes individuals, partnerships, associations, corporations and limited liability companies.

(g) "Special order" means an order against a person.

(2) LICENSES REQUIRED.

(a) Except as provided in par. (b), a person may not operate as a collection agency or as a collector or solicitor in this state without first having obtained a license as required by this section.

(b) A nonresident of this state is not required to obtain a collection agency license if that person conducts collection business with state residents solely by means of interstate telecommunications or interstate mail.

All collection activities performed by the law firm in the State of Wisconsin comply with Sec. 218.04(2)(b).

Wyoming. Wyoming statutes Section 33-11-101(b)(viii) provides as follows:

b) The term "collection agency" does not include:

(i) Any officer or employee of a creditor while collecting debts for and in the name of the creditor;

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(ii) Any officer or employee of the United States or of any state, to the extent that collecting or attempting to collect a debt is in the performance of his official duties;

(iii) Any person while serving or attempting to serve legal process on another person in connection with the judicial enforcement of any debt;

(iv) Any person whose principal business is the making of loans or the servicing of debt, and who acts as a loan correspondent, seller or servicing agent for the owner or holder of a debt which is secured by a mortgage on real property, whether or not the debt is also secured by an interest in personal property;

(v) Any person whose collection activities are carried on in the true name of the creditor, and are confined to the operation of a business other than a collection agency, including but not limited to banks, trust companies, savings and loan associations, abstract companies doing an escrow business, real estate brokers, attorneys, insurance companies, credit unions or loan or finance companies;

(vi) Any person whose business is the servicing of credit card debt;

(vii) Any person engaged solely in the collection of one (1) or more business debts; or

(viii) Any licensed attorney acting in an attorney-client relationship with the creditor, and who conducts the collection in the true name of the client.

The law firm employs an attorney licensed to practice law in the State of Wyoming.

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Confidential Justification

In the original submission, Linebarger included a copy of its most recent audited financial statements (2016 and 2017) as requested by the Broward County Clerk of Circuit and County Courts for RLI #2018-001. We did not claim that any other information in the response was confidential, trade secret, or proprietary information. **Linebarger protects its financial information from disclosure and considers its financial information to be trade secrets under applicable Federal and Florida law, including Florida Statute § 812.081 that defines a trade secret to include a business's financial information.**

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ATTORNEYS AT LAW
8130 BAYMEADOWS CIRCLE WEST, SUITE 203
JACKSONVILLE, FLORIDA 32256
904.448.2800
FAX 904.448.2807

April 20, 2018

Brenda D. Forman
Clerk of the Courts
Broward County
201 S.E. 6th Street, Room 265
Fort Lauderdale, FL 33301

Re: RLI #2018-001 Collection Service for Court Assessments

Dear Ms. Forman:

On behalf of the law firm of Linebarger Goggan Blair & Sampson, LLP (Linebarger), I am pleased to submit five (5) copies of this proposal to in response to RLI #2018-001 issued by the Broward County Clerk of the Courts Offices (Clerk). It has been our pleasure to work with you and your associates since November 2005 in a very successful partnership that has resulted in the recovery of millions of dollars in otherwise lost revenue for the Clerk. With 42 years of experience in the collection of delinquent government receivables – as well as almost 18 years of service to Florida Clerks of the Court specifically – my law firm and its partners are once again pleased to commit our knowledge, expertise and effort to continue collecting the Clerk's delinquent receivables.

Linebarger has combined the discipline of law with the business of collections and advanced technology to create this unique collection platform, one that has achieved unprecedented results for our clients. Established as a partnership in 1976, our goal has always been to provide our public sector clientele with a level of service that far surpasses the industry standard.

Over the past four decades, we have gained the respect, trust, and loyalty of our clients because they have confidence in our people, our collection methods, and the results we achieve on their behalf. As one of the largest law firms in the country dedicated to the collection of delinquent receivables, our clients include small cities and counties to states, including some of the largest governmental entities in the country. In addition to our work with the Broward County Clerk of the Courts, our experience includes collection work for many other Florida Clerks, including those in the following counties: Brevard, Charlotte, Citrus, Clay, Collier, Duval, Flagler, Hernando, Hillsborough, Indian River, Lake, Lee, Leon, Martin, Miami-Dade, Monroe, Osceola, Orange, Palm Beach, Pasco, Pinellas, Polk, Saint Johns, Saint Lucie, Sarasota, and Volusia.

Ultimately, when you hire Linebarger, you are enlisting the services of over 1,300 highly-experienced collection professionals focused solely on securing delinquent monies owed to our clients. As an added benefit, Linebarger's extensive debt collection experience and unique legal perspective and sensitivity results in minimal debtor complaints. And, because the Clerk and Linebarger have worked closely over many years, we are familiar with the Clerk's software, policies, and staff. This will facilitate a seamless continuation of the Clerk's collection program while eliminating the significant dedication of financial and personnel resources. The interruption of cash flow, that typically accompanies new contract implementation, will not be an issue.

It is also important to recognize the additional benefits of hiring a national law firm rather than a standard collection agency. First, we must adhere to the stringent ethical requirements of the Florida State Bar

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(and the state bars of every state in which we practice). Second, we can provide the Clerk legal advice and opinions on issues related to the services provided pursuant to our contract. Linebarger also has the ability to provide litigation and bankruptcy representation, and has the ability to pursue both pre-judgment and post-judgment collection efforts on the Clerk's behalf. As a result, a letter from our law firm sends a clear message that a judicial order involving a financial obligation cannot be ignored in Broward County. And finally, a typical collection agency is unable to conduct all the requirements of this RLI without outsourcing the legal work, which is sometimes necessary to enforce collections. Outsourcing core collection functions is strictly prohibited by the RLI.

These attributes, coupled with the sound advice and consultation of Sonny Holtzman, our long-time Florida counsel, will allow Linebarger to provide the best possible representation and collection results for the Clerk. We welcome the opportunity to maintain a successful public/private partnership with the Clerk by continuing to work as an integral part of the team that collects its delinquent fees and fines.

As our law firm's Florida Managing Partner, I will serve as the principal contact for Linebarger throughout the proposal and contracting phases related to this procurement. I am authorized to make representations on behalf of the firm. Partner Corey Hamilton is also available to answer any questions in my absence. Our contact information is as follows:

J. Kelly Burnette, ***Managing Partner***
8130 Baymeadows Circle West, Suite 203
Jacksonville, Florida 32256
Phone: 904.838.1827
Fax: 904.448.2807
kelly.burnette@lgbs.com

Corey Hamilton, ***Partner***
44 West Flagler St., Suite 1715
Miami, FL 33130
Phone: 786.316.0070
Fax: 786) 316.0073
corey.hamilton@lgbs.com

All aspects of the proposal have been determined independently, without consultation with any other prospective proposer or competitor. We pledge our full compliance with all rules regarding conflicts of interest and other ethical standards. In the unlikely event that a conflict arises in a given case, disclosure to all parties will immediately be made, followed by the necessary action to eliminate the conflict of interest. We will take all necessary steps to resolve any conflict of interest issues that may arise, and we will do so in a manner favorable to your best interests.

After a careful review of our proposal, we hope you will agree that our law firm has both the necessary experience and unique ability to continue representing the Clerk in the collection of its outstanding receivables.

Should you have any questions or comments, or desire additional information or explanation of our proposed services, please do not hesitate to contact me. Thank you in advance for your time and consideration.

Sincerely,



J. Kelly Burnette
Managing Partner

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ATTORNEYS AT LAW

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Section III: Qualifications and Requirements

Last year the law firm of Linebarger Goggan Blair & Sampson (Linebarger) managed more than $10 billion in delinquent government receivables and generated approximately $1 billion in revenue for state and local governments. Augmenting tight budgets, these dollars were often the critical component in preserving essential services and delivering on promises made.

Continued Representation Eliminates Gaps in Service and Unnecessary Expenditures

Linebarger is proud to offer the Broward County Clerk of Courts (Clerk) our continued services for the collections of delinquent court fines and fees.

As the Clerk's current collections provider, Linebarger has already established all program functionality – from hardware, communication and data transmission interfaces and procedures, payment processing and remittances, to customized reports and effective communication pathways.

The immediate benefit to the Clerk will be the continuation of a successful public/private partnership that has resulted in millions of dollars in additional revenue to the Clerk. There will be absolutely no downtime or delay – collection activities will continue seamlessly; no need for any capital outlay cost for reprogramming, tweaking software compatibility or developing new procedures; no staff time wasted in creating and learning new procedures; and no frustrations or delays involved in

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developing new personal relationships with the team you will work with on a daily basis.

We have enjoyed working with the Clerk and all the members of the Clerk's staff and hope we have earned the privilege of continuing our successful partnership in the future.

1.1. Firm Experience

Since 1976, Linebarger has focused exclusively on debt collection services for local and state government. The firm collects a wide variety of receivable types, including fees, fines, taxes, service charges, tolls, photo enforcement and miscellaneous others.

A recognized leader in the accounts receivable management industry, Linebarger currently represents more than 2,400 public sector clients nationwide, including over 400 court clients, in the collection of their delinquent receivables, and we recover approximately $1 billion a year for those clients.

Nearly 18 Years of Experience Collecting Delinquent Court Fees, Fines and Costs in Florida

Linebarger has been collecting delinquent court fees, fines, and costs for almost 18 years in Florida, and we have three offices in the state: Jacksonville, Orlando, and Miami. We now represent all of the following Florida Clerks of Court, including Broward County.

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Linebarger's Current Florida Clerk of Court Clients

NOTICE TO REQUESTOR:

THIS PAGE HAS BEEN REMOVED AND IS EXEMPT FROM PUBLIC DISCLOSURE PURSUANT TO FLA. STAT. §815.045 AND CHAPTER 119 OF THE FLORIDA STATUTES

Please contact publicrecords@browardclerk.org for further information.

With attorney-staffed offices in Jacksonville, Orlando, and Miami, Linebarger is an established collections presence in the state of Florida, and with nearly 18 years of experience in the state, we are familiar with the people, culture, and unique characteristics of Broward County, as well as with local and state collection laws and procedures.

1.2. Experienced Personnel

Linebarger's greatest asset in delivering exceptional service and outstanding results is — and always has been — its people. We invest significant time and resources to recruit, hire, and train collection professionals of the highest caliber.



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Our Qualified People

We understand collections: With experience spanning more than four decades, we fully comprehend the nuances of the collection process. We know how to achieve outstanding results for our clients.

We appreciate the complexities of public service: Because we focus on collecting public sector receivables, our firm fully grasps the challenges public servants face in recovering delinquent monies owed by the citizens they also serve.

We train our collectors: Training is an integral part of the firm's activities and is a key to our high productivity and low incidence of complaints. To each employee at every stage of employment, we emphasize not only the letter of the law, but also the intent and spirit behind it.

We know the law: Our lawyers are both qualified and experienced to evaluate the legal basis of our client's claim and address the vast array of defenses offered by delinquent account holders, some of whom are simply attempting to avoid payment.

Equal Employment Opportunities

Linebarger is committed to providing ownership and career opportunities for minorities and women within our law firm as well as supporting Minority and Women Business Enterprises. We believe it is important that our organization be as diversified as the governments that we represent. Each year, our law firm spends millions of dollars with minority and women-owned businesses.

Minorities and women participate in all aspects and all levels of our operations. Equitable ownership of the law firm is held exclusively by the capital partners of the law firm, all of whom are licensed attorneys actively engaged in the practice of law. Fifty-four (54.5%) percent of our owners are minorities and/or females. No other law firm in our business can match our commitment to Affirmative Action.

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Section III: Qualifications and Requirements

Key Personnel for the Clerk Project

The members of the management team proposed for the Clerk project have extensive experience collecting government receivables, as indicated in the following biographical summaries. Resumes for key staff members are provided in *Exhibit A.*

J. Kelly Burnette

Capital Partner and Collection/Project Manager

Mr. Burnette was born in Jacksonville, Florida, on October 5, 1966. Mr. Burnette was admitted to the Florida Bar in 1993 and is admitted to practice before the U.S. District Court, Middle District of Florida. He received his Bachelor of Science in Business Administration from Liberty University in Lynchburg, Virginia, and his Doctor of Jurisprudence from Stetson University in 1991 where he was both a member of the Stetson Law Review and the Phi Delta Phi Fraternity. Mr. Burnette achieved his L.L.M. in Taxation in 1993 from the University of Miami.

He has been a practicing attorney since 1993 providing legal services in the areas of delinquent debt collections, construction law (contracts and contractual disputes), non-criminal and misdemeanor traffic offenses, estate planning, probate, real property litigation, real property closings, zoning/variance applications and hearings, and representation of land owners in eminent domain/condemnation actions. In 2001, Kelly joined Linebarger and has since focused exclusively on providing debt collection services to public sector clients in Florida.

Corey A. Hamilton

Partner

Dr. Hamilton joined Linebarger in 2007 and manages the firm's office in Miami, Florida. His education includes a B.A. in Religious Studies from the University of Florida in 2004 followed by his Juris Doctor from the Thomas M. Cooley School of Law in 2007 where he was a member of the Phi Delta Phi Honor Fraternity. He also received a Ph.D. in Public Policy and

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Administration from Walden University in 2017 specializing in Law and Public Policy. Dr. Hamilton is a member of Golden Key International Honor Society and Pi Alpha Alpha Honor Fraternity.

Prior to joining the firm, Dr. Hamilton was an Assistant State Attorney for Florida's 7th Judicial Circuit and clerked for the Florida Department of Transportation's 5th District legal division. Dr. Hamilton is admitted to the Florida Bar, the United States Supreme Court, and the United States District Court for the Southern District of Florida. Dr. Hamilton also serves as Lieutenant Colonel in the Civil Air Patrol.

Justin York

Attorney

Mr. York has six years of experience working in civil and criminal law. He joined the firm in 2016 and manages the Orlando office. He received his Bachelor's Degree in History with honors from the University of Central Florida and his law degree from the University of Florida Levin College of Law. He is admitted to practice before the U.S. District Court for the Northern District of Florida. Mr. York is also active in his local community serving on numerous boards and committees.

Trevor Balderrama

Director of Fees & Fines

Mr. Balderrama joined Linebarger in 2004 and served as a client liaison to facilitate contract implementations until his promotion to Director of Fees & Fines in January 2016. Mr. Balderrama currently oversees all aspects of fees and fines operations and the computer systems that support all fees and fines collections.

Mr. Balderrama brings many years of experience in information technology as well as project management, including eight years of governmental experience serving as a Management Analyst and Senior Management Analyst for the City of San Antonio and as a Management Analyst for Bexar County. His understanding of how technology can interface with collections and legal practices to produce results for Linebarger's clients makes him the ideal person to lead this division of the firm.

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He received a Bachelor of Arts degree in 1997 from the University of Texas at San Antonio (UTSA) and completed graduate coursework in the Master of Public Administration program at UTSA. Mr. Balderrama is an Agile-Certified Scrum Master and certified by the Office of Court Administrators' Collection Improvement Program.

Don Crawford

Contract Manager Supervisor

Mr. Crawford has had a career in the information technology industry that has spanned more than 24 years, with 18 of those years as a systems engineer with IBM. Mr. Crawford joined Linebarger's Information Technology Group in 2001 and has a wide range of experience in installation and support of hardware and software and customer satisfaction. He has worked as an auditor, end user support educator, programmer, independent consultant, systems analyst, project leader, and manager in the computer industry. He coordinates all file transfer activities with our clients' third-party software vendors or their information technology departments to facilitate the export the delinquent account information to our CUBS system. This helps our clients streamline their export and reporting processes.

John Wacasey

Contract Manager

Mr. Wacasey joined Linebarger in 2014 as a contract manager. He manages debt collection operations, implements processes for delinquent collection projects, and analyzes large data sets, improving software processes. Traveling nationwide, Mr. Wacasey provides growth opportunities for the firm by meeting with prospective clients and training new contract managers. Before joining Linebarger, Mr. Wacasey worked as an AML Compliance Officer at JP Morgan Chase.

Mr. Wacasey graduated with a Bachelor of Business Administration with an emphasis in finance from the University

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of Texas in May 2003. He is currently pursuing his Masters of Education at the University of Texas.

John M. Wilson

San Antonio Call Center Director of Operations

Mr. Wilson joined Linebarger in November 2003. He graduated from Southern Methodist University in 1976 with a B.S. in Business Administration. He has been in the collection industry for 42 years.

Mr. Wilson started as a collector with Capital Credit Corporation handling private label receivables. He was promoted through the ranks to Branch Manager and National Training Director. He joined THE Finance Company and Conseco/GreenTree Finance, as the Regional and Collection Manager, overseeing call center operations for auto and mobile home loans. He developed considerable medical receivable experience while working at Creditors Mercantile and Consolidated Accounts Management, holding positions of Audit Specialist, Regional Manager, and ultimately Chief Operating Officer.

Sylvan "Sonny" Holtzman

Director and founding Partner of the law firm the Holtzman Group LLC

Mr. Holtzman brings 50 years of service to the firm as a distinguished Florida lawyer and public servant. In banking and public finance, Mr. Holtzman served on the Miami-Dade County Housing Finance Agency and as a Director, Vice-Chairman and Chairman of a successful community bank. He is past Chairman of the State of Florida Pari-mutuel Commission.

Mr. Holtzman served on the Miami-Dade Expressway Authority and was elected its Chairman for six consecutive terms. He also served as the Chairman of the Transportation and Expressway Authority Membership of Florida (TEAMFL). In March 2012, TEAMFL appointed him to the U.S. Department of Transportation's (DOT) Intelligent Transportation Systems (ITS) Program Advisory Committee for a two-year term.

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Mr. Holtzman was recipient of Miami Today newspaper's Gold Medal Award for individual achievement in 2001. Mr. Holtzman obtained a degree in business administration from the University of Pittsburgh in 1952. Subsequently he was awarded the Korean Service Medal in the U.S. Army, and then earned his law degree at the University of Miami in 1957, serving as Editor-in-Chief of the Miami Law Review.

Professional Collectors

At Linebarger, experienced collection professionals supervise the collection floor and can respond immediately to special situations that may develop in the course of a collection phone call. With more than 90 percent of all debtor communications handled by these front-line personnel, the ability to effectively train and retain qualified, experienced staff is an added value the firm offers its clients.

Linebarger's Collector Training Program

Linebarger's collector training program consists of two parts: new hire training for employees in their first two weeks with the firm; and ongoing training for all employees, regardless of tenure.

New Hire Training

With assistance from senior managers and experienced collectors, Linebarger's trainers lead newly hired collectors through a rigorous five-phase education and examination process:

Phase 1: Laws and Regulations and Company Policies

New collectors complete intensive instruction in the Privacy Act of 1974; the Fair Debt Collection Practices Act (FDCPA) and law firm security, confidentiality, and file management policies and procedures.

Phase 2: FDCPA, Telephone Techniques, and System Training

Trainees continue their study of the FDCPA using a computer-based training program developed by the American Collectors' Association (ACA). Instructors review final exam results with

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trainees, fully explaining correct answers to any missed questions.

Two ACA training tools are used to teach collectors appropriate telephone techniques: Professional Telephone Collection Techniques, an interactive software package; and Advanced Telephone Collecting, a DVD package that includes worksheets.

Collectors receive thorough training on the firm's customized computer system, which is based on Columbia Ultimate Business Systems (CUBS). Trainees first take CUBS Computer-Based Training (CBT) lessons with instructors, and then complete on-the-job training (OJT) within their assigned units.

Phase 3: Clerk-Specific Training

Training that focuses on the Clerk's unique needs and circumstances ensures compliance with Clerk procedures and policies, as well as regulations governing the Clerk's activities and the nature of the delinquencies owed.

Phase 4: Hands-On Collection Training

Each trainee works with a trainer, a manager, and a senior non-management collector in rotation to ensure understanding and use of proper collection techniques. Each trainee is closely monitored to ensure compliance with Linebarger's standards of operation and FDCPA requirements.

Phase 5: Mentoring

Linebarger's new employee training concludes with an on-the-job mentoring program. In addition to an immediate supervisor, each new collector is assigned to a senior employee and taken "under his wing" to sharpen skip-tracing skills, telephone techniques, and overall knowledge of the Clerk's receivables. Such mentoring enhances performance and minimizes complaints.

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Section III: Qualifications and Requirements

Ongoing Training

Designated Trainers

At each of Linebarger's call centers an individual is designated to provide training activities. These include special, frequent sessions on systems upgrades and collection tools enhancements and presentations on collection topics such as regulatory changes.

Educational Materials

Linebarger maintains membership in many of the industry's professional organizations and uses their videos and other educational materials in its ongoing training programs.

External Training

Linebarger encourages employees to participate in external training opportunities. Employees bring information from such courses and seminars back to the firm for the benefit of managers and collectors alike.

Group Discussions

Periodic, interactive discussions inform collectors and other employees about changes in operating procedures, laws, and regulations.

Monitoring Interaction with Delinquent Account Holders

To ensure that fair treatment of delinquent account holders is part of the normal course of business for every Linebarger collector, we monitor phone calls for compliance and professionalism. We also monitor system actions to ensure collectors follow correct procedures for account documentation. Collectors are generally monitored a minimum of several hours each month.

Onscreen Displays

Onscreen displays reinforce collectors' training while they work by highlighting restrictions, guidelines, and operating procedures specific to a particular client. Such reminders help

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the collector comply with the laws and regulations of the delinquent account holder's state or territory, as well as applicable federal laws.

Regulatory Updates

The firm's attorneys and collection supervisors monitor changes in laws and regulations related to the accounts receivable management industry. They provide regular updates to employees to ensure continued compliance.

Sources of information used to monitor changes in applicable collection laws and regulations include the following:

- Linebarger's Governmental Affairs Division
- American Collectors Association (ACA) — the collection industry's leading professional trade organization
- *Legal Bulletin* — tracks legislation and regulation changes at the federal and state level
- *ACA Advocate* — provides information on court cases relating to the collection industry, including interpretation of decisions
- *Currents* newsletter —providing timely legislative and regulatory information
- *Cred-Alert* — credit agency information
- *Collection Agency Report* — monthly newsletter for collection agency management
- *Collections and Credit Risk* — industry periodical
- *Continuing Legal Education Seminars*
- Inside ARM.com — periodical for the credit and collections industry
- *Collector Magazine* — trade publication for consumer-based collection organizations
- Seminars, conferences and contacts with a network of industry professionals

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1.3. References

We proudly submit the following client references with projects similar to the Clerk's. We would be very comfortable with these individuals sharing their experiences with our firm and the level of success they've enjoyed with our collection programs and techniques.

References	
Miami-Dade County Clerk of the Court Mr. Harvey Ruvin Clerk of the Courts Dade County Courthouse 73 West Flagler Street, Room 242 Miami, FL 33130 Phone: 305.349.7333 Fax: 305.349.7403 clerk@miami-dadeclerk.com Debt type: Delinquent court receivables	**Palm Beach County** Ms. Sharon R. Bock Clerk & Comptroller for Palm Beach County 245 Claremont Lane Palm Beach Shores, FL 3340 Phone: 561.355.4995 Fax: 561.355.6727 sbock@mypalmbeachclerk.com Debt type: Delinquent court receivables
Duval County Circuit & County Courts Ms. Rose DeVoe Deputy Clerk, Duval County Clerk of Court 330 East Bay Street Jacksonville, FL 32202 Phone: 904.255.2014 Debt type: Delinquent court receivables	**Pinellas County Clerk of the Circuit Courts** The Honorable Ken Burke Clerk of the Circuit Court 315 Court Street Clearwater, FL 33756 Phone: 727.464.3341 Fax: 727.464.4162 Debt type: Delinquent court receivables
Polk County Clerk of the Circuit Courts Mr. Lyle Buman Director, Criminal Division & Collections Enforcement 255 N. Broadway Ave Bartow, FL 33830 Phone: 863.534.7734 Fax: 863.534.4089 lylebulman@polk-county.net Debt type: Delinquent court receivables	

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1.4. Financial Capacity and Resources

Linebarger has been in business for 42 years and is one of the largest and most successful companies in our industry. We possess the financial resources necessary to meet and exceed the service levels requested by the Clerk. Our financial position is strong. Linebarger has never filed for bankruptcy protection and has never taken any actions with respect to insolvency, reorganization, receivership, etc.

Linebarger has included a copy of its most recent audited financial statements (2016 and 2017) as requested by the Broward County Clerk of Circuit and County Courts for RLI #2018-001, Collection Service for Court Assessments. We have provided this information to comply with Section III Qualifications and Requirements, Item 1.4 Financial Statements. This information is provided in a separately sealed envelope marked Privileged and Confidential Information and attached to the **original proposal only.**

Financial Information

Linebarger protects its financial information from disclosure and considers its financial information to be trade secrets under applicable Federal and Florida law, including Florida Statute § 812.081 that defines a trade secret to include a business's financial information. Furthermore, the Firm's financial information has inherent economic value to it as contemplated by Florida's Uniform Trade Secrets Act. The Firm desires that the information remain secret except for evaluating the Firm's financial fitness for this RLI. The unauthorized disclosure of this financial information will cause substantial competitive harm, and will provide competitors of our Firm with an advantage in their future efforts to obtain contracts for the collection of receivables owed to governmental units.

Therefore, we respectfully request that no copies of this information be made and/or distributed without the prior written consent of the Firm.

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Section III: Qualifications and Requirements

Management Structure

The law firm is governed by a 14-member Management Committee. The Chief Operating Officer (COO) assures that the policies established by the Management Committee are effectuated throughout the law firm. All members of the Management Committee are capital partners who own a share of the law firm.

Capital Partners – Firm Ownership

Ownership of the law firm is held exclusively by the capital partners of the law firm, all of whom are licensed attorneys actively engaged in the practice of law. A list of our capital partners/owners is provided below.

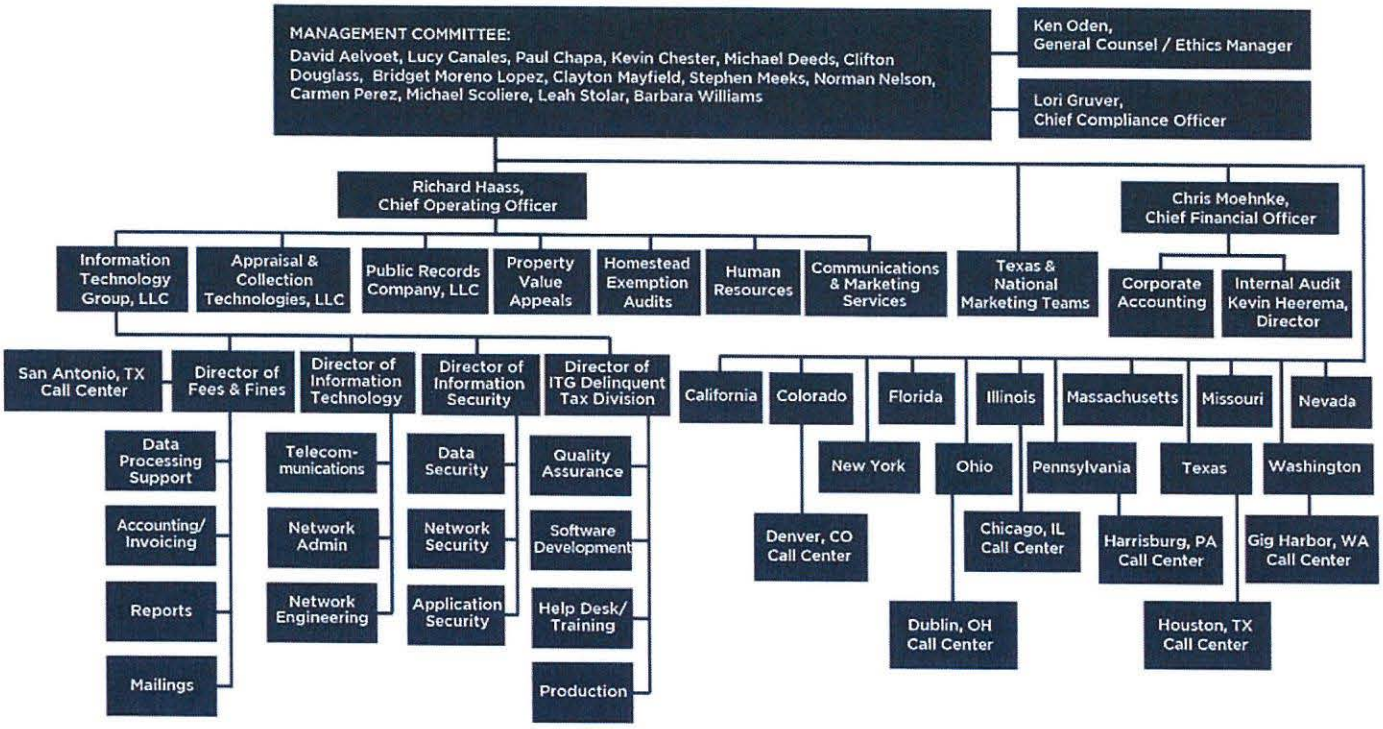
While we are not a certified minority business enterprise, 54.5 percent of the firm's capital partners are women and/or minorities.

2018 Capital Partners		
David G. Aelvoet	Tara Grundemeier	Norman J. Nelson
Jake Battenfield	Lori Gruver	Anthony Nims
Douglas Steven Bird	John D. Guevara	Ken Oden
Kelly Burnette	James Harris	Jose Padilla
Lucy G. Canales	Richard Hill	Carmen I. Perez
Paul Daniel Chapa	Pamela Pope Johnson	Ronald Rocha
Kevin D. Chester	Jim L. Lambeth	Michael E. Scoliere
Mark Ciavaglia	Glenn O. Lewis	Glenn E. Smith Jr.
Michael W. Deeds	Bridget Moreno Lopez	Leah L. Stolar
John Dillman	Edward Lopez Jr.	Charles A. "Chip" Sutton
Clifton F. Douglass III	Clayton E. Mayfield	Nancy Vasquez
Corey Fickes	Scott A. McGlasson	H. Elizabeth "Beth" Weller
Mark A. Flowers	Stephen T. Meeks	Barbara M. Williams
Lilia Gibson	Catherine A. Murray	Tanya F. Eriksson Wood
Cristina Gonzalez		Christopher B. Young

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LINEBARGER ORGANIZATION CHART



1.5. Knowledge of Federal, State, and Local Debt Collection Laws and Regulations

All collection efforts on behalf of the Clerk will be handled in accordance with all state and federal laws and regulations and any additional requirements as set forth by the Clerk.

All Linebarger employees receive rigorous initial and ongoing training in the rights of delinquent account holders. This training includes comprehensive coverage of the FDCPA and the Privacy Act of 1974, as well as the full range of Clerk policies and procedures regarding collection activities.

Our collection system is designed to stratify accounts according to location. This allows telephone collection efforts to be organized so that accounts are called upon only during the appropriate hours of the day. The ability to automatically screen

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accounts according to the appropriate hours for collection calls is another example of our efforts to ensure compliance with the highest of standards.

As a law firm, we must adhere to the stringent ethical requirements promulgated for lawyers in every state in which we practice. While we remain intensely focused on our collection efforts, our employees always treat all debtors with courtesy and respect their confidentiality.

Compliance with Applicable Regulations

After more than 42 years of providing professional collection services to our clients, Linebarger has never had a Fair Debt Collection Practices Act judgment or a Federal Trade Commission decree entered against it. This record is not accidental, but rather the result of a combination of managerial commitment, selective recruiting, intense training and zealous quality control.

1.6. FDCPA Compliance

Our experienced collection staff handles FDCPA collections on a daily basis, along with other types of governmental collections. And while we understand that court debt does not fall within the definition of FDCPA "debt," and therefore our collection efforts for the Clerk do not require complete technical compliance with the FDCPA mandates, we always comply with the spirit of the Act.

All collectors go through rigorous training on all applicable laws when they first join the law firm and receive refresher courses on any changes in laws, regulations, and procedures affecting collections. Experienced collection professionals supervise the collection floor, and actually walk the floor, to support their efforts and to respond immediately to special situations that may develop in the course of a collection phone call.

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Confidentiality

All delinquent account holder information is kept confidential at all times. All employees must sign a nondisclosure/confidentially agreement when they join the law firm.

1.7. Effect Collections in All 50 States

Linebarger is able to effect collections in all 50 states, U.S. territories or commonwealths, and Canada. A number of states do not require a collection license based upon (1) there is an exemption for attorneys; (2) contacts are telephonic and/or from an out-of-state location; or (3) a license is not required by the particular state.

1.8. Compliance with Interstate Collection Requirements

Linebarger holds the requisite licenses, registrations and/or bonds for the following states. Any states and/or territories not listed in the following table do not require a license from our law firm, based upon one or more of the conditions identified in the previous paragraph.

State Licenses / Registrations

State	Registration	Corporate ID	Regulatory Agency	License #
AL	Secretary of State	309-686	Alabama Dept. of Revenue	154505
AK	Department of Commerce Community and Economic Development		Department of Commerce Community and Economic Development	Exempt
AZ	Secretary of State	5000365	Department of Financial Institutions	CA-0929396
AR	Secretary of State	800015937	State Board of Collection Agencies	1194
BUFFALO NY	N/A		Division of Licensing	CAG11-536698
CA	Secretary of State	202002044001	N/A	N/A

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Section III: Qualifications and Requirements

State	Registration	Corporate ID	Regulatory Agency	License #
CHICAGO IL	N/A		Department of Consumer Affairs and Consumer Protection	2354892
CO	Secretary of State	20031235469	Collection Agency Board	988356
CT	Secretary of State	0780103	Connecticut Department of Banking	20573
DE	Secretary of State	4211631	State of Delaware Department of Finance	1998207405
FL	Secretary of State	LLP000001081	Office of Financial Regulation	CCA0900452
GA	Secretary of State	2856033	N/A	N/A
HI	Department of Commerce and Consumer Affairs	159 K6	Dept. of Commerce and Consumer Affairs	COLA-188
ID	Secretary of State	J1038	Department of Finance	CCA-7942
IL	Secretary of State	000875	Department of Professional Regulation Licensing	Atty Exempt
IN	Secretary of State	2004052600156	Office of the Secretary of State	997 053
IA	Secretary of State	323641	Office of the Attorney General	Registered
KS	Secretary of State	4174165	N/A	N/A
KY	Secretary of State	0757396	N/A	N/A
LA	Secretary of State	34702178L	Secretary of State	11717523
ME	Secretary of State	20070000FP	Office of Professional and Financial Regulation	DCL8926
MD	Department of Assessments & Taxation	E11144557	Commissioner of Finance Regulation	2418
MA	Secretary of State	742864602	Consumer Affairs and Business regulation	Atty Exempt
MI	Department of Licensing and Regulatory Affairs	P9000199	Department of Licensing and Regulatory Affairs	Exempt

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State	Registration	Corporate ID	Regulatory Agency	License #
MN	Secretary of State	1998676-3	Minnesota Department of Commerce	20471705
MS	Secretary of State	968863	N/A	N/A
MOI	Secretary of State	PF001410086	N/A	N/A
MT	Secretary of State		N/A	N/A
NE	Secretary of State	10092328	Secretary of State	186
NV	Secretary of State	E0893762006-9	Department of Business and Industry	Atty Exempt
NH	Secretary of State	615155	Department of Justice	Exempt
NJ	New Jersey Department of State	0600171718	New Jersey Department of the Treasury	742-864-602/000
NM	Secretary of State		Department of Treasury	00700
NY	New York Department of State	3176372	N/A	N/A
NYC	N/A		Department of Consumer Affairs Licensing Center	Atty Exempt
NC	Secretary of State	0620589	North Carolina Department of Insurance	Atty Exempt
ND	Secretary of State	22138300	Dept. of Financial Institutions	CA102933
OH	Secretary of State	1815978	N/A	N/A
OK	Secretary of State	2512252451	N/A	N/A
OR	Secretary of State	649583-83	Division of Finance and Corporate Securities	CA48553
PA	Pennsylvania Department of State	587542	N/A	N/A
PR	Puerto Rico Department of State	371761	Department of Consumer Affairs	Exempt
RI	Secretary of State		Department of Business Regulation	977053
SC	Secretary of State	800014885	N/A	N/A
SD	Secretary of State		N/A	N/A

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State	Registration	Corporate ID	Regulatory Agency	License #
TN	Secretary of State	000809414	Department of Commerce and Insurance	1040
TX	Secretary of State	800014885	Secretary of State	N/A
UT	Secretary of State	5855065-0171	Utah department of Commerce	5855065-0131
VT	Secretary of State	0039810	N/A	N/A
VI	Division of Corporations and Trademarks	LLP-0006-2005		N/A
VA	State Corporation Commission	K000520-9	N/A	N/A
WA	Secretary of State	603-531-486	Department of Licensing	603-531-486
DC	Department of Consumer and Regulatory Affairs	P00004186114	Department of Consumer and Regulatory Affairs	400315900147
WV	Secretary of State	350713	West Virginia Business	1051-1032
WI	Department of Financial Institutions	L047558	Dept. of Financial Institutions	Exempt
WY	Secretary of State		Division of Banking	Exempt

1.9. Credit Bureau Reporting

Linebarger has never reported to credit bureaus on behalf of any of its more than 2,400 government clients. In 2016, our decision was validated, as new Fair Credit Reporting Act rules and case law (Rodriguez v. Experian Information Solutions, Inc., 2016 WL 3976564 W.D. Wash., July 25, 2016) effectively banned credit reporting for any debt that does not arise from a contract or agreement to pay, such as toll, parking tickets, court fines, vehicle towing and storage fees, etc.. Moreover, credit-reporting agencies (CRA) must reject any attempts to report a

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debt that does not include a complete birthdate for the individual assigned to the debt.[1]

This decision to minimize risk has served our 2,400 government clients well over the years and none of them have been subjected to the risks associated with reporting; none have been involved in litigation losses due to reporting; and above all else, none have noticed any negative impact on their delinquent revenue collection performance as a result of not reporting. We consistently outperform competitors who do report to credit bureaus, and we do so without exposing our clients to any risk that may be involved with reporting.

[1] (See Settlement Agreement, In the Matter of the Investigation by Eric T. Schneiderman, Attorney General of the State of New York, Experian Information solutions, Inc., Equifax Information Services, LLC and TransUnion, LLC, Section III.A.1(c)-(d), p. 12.

LINEBARGER ATTORNEYS AT LAW
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1.10. Office Locations

Linebarger currently has 45 offices in 12 states. The list of offices and call centers follow.

Office Locations			
Alice, Texas*	Eagle Pass, Texas*	Las Vegas, Nevada	Rockwall, Texas*
Austin, Texas	Edinburg, Texas	Livingston, Texas*	San Antonio, Texas
Beaumont, Texas	El Paso, Texas	Longview, Texas	San Diego, California
Boston, Massachusetts	Fort Stockton, Texas*	Los Angeles, California*	Sherman, Texas*
Brownsville, Texas	Fort Worth, Texas	Lufkin, Texas	Texas City, Texas
Chicago, Illinois	Gig Harbor, Washington*	Miami, Florida	Tyler, Texas
Conroe, Texas	Greenville, Texas*	New York, New York	Victoria, Texas
Corpus Christi, Texas	Harrisburg, Pennsylvania*	Odessa, Texas	Waco, Texas
Corsicana, Texas	Houston, Texas	Orange, Texas*	Waxahachie, Texas
Dallas, Texas	Jacksonville, Florida	Orlando, Florida	
Denver, Colorado	Kansas City, Missouri*	Philadelphia, Pennsylvania	
Dublin, Ohio	Kaufman, Texas*	Richmond, Texas	

Attorney available by appointment only

Linebarger Technology and Call Center Offices
Denver (CO) Call Center
Dublin (OH) Call Center
Chicago (IL) Call Center
Gig Harbor (WA) Call Center*
Harrisburg (PA) Call Center*
Houston (TX) Call Center
San Antonio (TX) Call Center*

Attorney available by appointment only

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1.11. Data Processing and FTP

Data Transfers

Upon contract award, our ITG personnel will create a secure database for the client. We assign each client a unique internal tracking number for generating reports and tracking account placement data throughout the life of the contract.

ITG establishes, tests, and confirms to the satisfaction of the client's programmers and technical support staff all of the firm's network connections, verifying appropriate levels of security and data integrity between the client's system and ours. We encrypt all data in our system using FIPS 140-2 approved encryption algorithms.

When the firm's file transfer servers receive files from a client, they send automatic email notification to our client managers and ITG's load technicians.

The client managers track their specific clients' data, while the load techs check the data for errors. Our load techs verify that the data received matches the total number of accounts and total dollars reported in the trailer records or separate stat report. After verifying the data, they load it into our proprietary software system. We then check for duplicate transactions/records, identify any commercial accounts and standardize all business names. The system formats individuals' names into more appropriate data formats and standardizes all addresses to comply with United States Postal Service specifications.

Backup Data and Data Archives

Data Backups

Data replication occurs in real-time to our Disaster Recovery (DR) location, with a separate backup every night to capture a snapshot of the daily activities. All data remains encrypted, both

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in transit and at rest utilizing FIPS 140-2 encryption algorithms such as AES-256.

We retain data backups for one to seven years, depending upon a client's requirements. We verify all backups for consistency to confirm that data restoration is not required.

Data Archives

In addition to data backups, our Enhanced Electronic File Transfer (EFT) System archives data in real-time. This system identifies client data uploaded to our EFT System and uniquely archives it to a separate directory. These archived copies help to protect and reconcile any data a client may have accidentally deleted, overwritten, or uploaded in error.

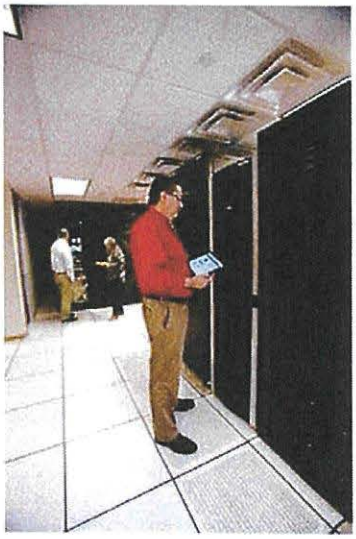
[(TimeOfUpload)OriginalFileName], and places it on our Enterprise SAN Storage Solution in a uniquely named folder. Our Enhanced File Transfer System automatically creates this with the name of the client and subfolders reflecting the creation date for the file or files. Uniquely naming each file ensures that a file uploaded with the same name cannot overwrite any previously uploaded files. The system sends out a notification email to all pertinent parties informing them that files have arrived. The email includes two UNC paths: one to the local server/folder for the original file, and the other showing the UNC path to the Enterprise SAN Storage location for the archived copy.

We save the original file stored on our Server's local disks for 30 days and then delete it. We do not delete the uniquely named file or files stored on our Enterprise SAN Storage System, unless a client requires it.

Linebarger also employs a unique solution called SyncIQ, which enables us to implement a remote disk archiving solution for disaster recovery using asynchronous replication of data. With this solution, the replication process occurs every six hours. This process replicates all client archived data changes from our

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Local Enterprise SAN Storage Solution to our remote Disaster Recovery location. The system will never delete the data at our Disaster Recovery location unless expressly authorized by a client.

Linebarger never erases or deletes any version of any client file from either our Local Enterprise Storage site or our remote Disaster Recovery Enterprise Storage site. We keep all versions of every file for an indefinite retention time unless otherwise specified by the client

Data and System Security

Security is built into every aspect of Linebarger's IT functions. From data transfer through data storage, the security experts of our Information Technology Group ensure the integrity and confidentiality of client information.

Linebarger Maintains National Institute of Standards and Technology Security Standards

As a result of a firm-wide effort to maximize the already excellent security of our IT systems, in July 2005 Linebarger received its National Institute of Standards and Technology (NIST) Compliance Letter, based upon the NIST 800 series special publications, which provide guidance on developing and implementing a comprehensive computer security program. These documents assist organizations that process "Sensitive but Unclassified (SBU) information."

The certification process involved an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm undergoes NIST compliance verification annually.

Payment Card Industry Compliance

Linebarger holds PCI Level 1 Merchant and Service Provider certifications. We treat all information and personal data

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connected with the collection of Clerk accounts as confidential and protect it throughout its life cycle in our systems. Linebarger undergoes an annual Payment Card Industry (PCI) assessment of our controls as a Merchant and a Service Provider. An Attestation of Compliance (AOC) and Report on Compliance (ROC) confirms the controls comply with the PCI standards. Only a PCI Qualified Security Assessor (QSA) can issue a PCI Level 1 ROC. An Approved Scanning Vendor (ASV) also conducts a quarterly scan of our technical environment to test our systems security against the PCI standards. Any deficiencies in PCI standards result in an automatic failure of PCI compliance. Linebarger undergoes annual certifications.

Network Security

Within our computer network, strict security protocols developed and maintained by ITG protect clients' data from both external and internal threats:

Powerful antivirus software. ITG technicians run antivirus programs on all computer systems each day to prevent contamination of data.

Continuous monitoring to prevent intrusion. A firewall offers protection at the firm's connection to the Internet. ITG runs intrusion detection software on our firewall and can run it on any other router involved in a connection.

Close monitoring of Internet communications. Our system collects information on all inbound and outbound Internet traffic.

256-bit end node to end node data encryption. We maintain several virtual private network (VPN) connections, which provide the necessary speed and security.

Password protection. Access to the firm's computer network requires a unique user ID and password created using "strong" criteria: at least eight characters, a mixture of upper- and lower-

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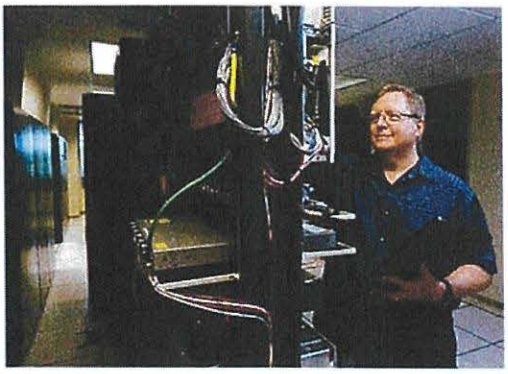
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case letters, at least one number, and at least one special character. Passwords must be changed every 90 days, and users may not reuse passwords.

Security at each end node. Limited, secure end node access protects law firm communications. Each end node has a dedicated IP address, and our end node routers send audit logs to our centralized log server, creating a record of all transmissions.

Access on a strict need-to-know basis. Once a client's data resides within the Linebarger system, a secure login and password unique to that client prevent accidental or intentional intrusion. The login and password are provided only to those firm employees who need direct access to client data, effectively isolating the client's account data from other system data.

Centralized IT operations. Electronic data associated with the Clerk project will be maintained at Linebarger's ITG facility, the primary technology location for the firm. Located in San Antonio, Texas, this facility's extensive physical and network safeguards protect the information and hardware maintained at this location. All Clerk data transfers and data communications will be accomplished by a leased 10Mbs dedicated connection.



Secure Data Transfers

Linebarger's ITG department takes extraordinary steps to guarantee security during client transmission of data:

- SFTP: Linebarger's system supports SFTP as a protocol for secure file transfers.
- Web SSL: We support HTTPS file transfers through a secure Web page. All data transfers and logons occur within a 256-bit encrypted SSL session.

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- IP Sec Tunnel: Our system supports the use of a client-to-server or LAN-to-LAN IPSec encrypted tunnel through which a standard FTP session can be established and encrypted.
- PGP: We support the use of PGP for encrypting files that are e-mailed. Encrypted messages and a user's key, work in conjunction with scrambling algorithms so that only the intended recipient can decrypt the data.

Disaster Recovery

Linebarger's primary data center, located in San Antonio, supports all clients' data processing needs. In the event that this data center experiences an outage requiring the transfer of data off site, the firm maintains an alternate data site at our Austin facilities. The firm's disaster recovery plan addresses both short-term site or system failures of less than 24 hours (Level I) and long-term failures of 24 hours or longer (Level II). San Antonio will be the primary location for the Clerk contract. Austin will serve as the back-up site in the event of a Level II disaster.

Disaster Recovery Plan

Every Linebarger office is required to have a detailed disaster recovery plan that meets the firm's standards. These plans establish regular data backup strategies, off-site storage, and notification and recovery procedures should a disaster occur.

Our disaster recovery plan includes the following:

- daily and weekly system file backup stored off-site
- annual audit of off-site storage facility
- disaster recovery agreement with Columbia Ultimate Business Systems
- semi-annual test of disaster recovery facilities

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- disaster recovery team made up of personnel trained to carry out disaster procedures including
- notifying clients, vendors, and insurance companies
- setting up temporary offices
- ensuring physical and data security in the aftermath
- implementing salvage operations

1.12. ACH and Wire Transfer Capability

An Automated Clearing House (ACH) transfer will be made to the Clerk's specified depository accounts on the schedule required by the Clerk.

The firm will hold check payments from debtors for a period specifically agreed upon by the Clerk. As the Clerk's current collections provider, Linebarger has an established process with the Clerk for ACH and wire transfers, and this system has performed to the Clerk's satisfaction since 2005.

1.13. Reporting

Linebarger routinely provides activity reports to clients, detailing our collection efforts within any reporting period. Our IT system is capable of generating a variety of reports quickly and in the format and frequency desired and approved by each client.

As the Clerk's collections provider since 2005, we are currently providing reports as needed by the Clerk, and we will continue to work with the Clerk to ensure that its reporting needs are being met.

Samples of our collection reports are provided in *Exhibit B.*

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Online Data Access for the Clerk ("Client View")

Linebarger Client View provides straightforward, real-time Internet access to case information for our clients and attorneys. This easy-to-use interface solution puts live, up-to-the-minute case information at the Clerk's fingertips.

Linebarger offers the Clerk on-line, real-time access to view the status of their accounts and our collection activities via an Internet connection. The Clerk can monitor individual account activity such as collection letters, phone calls and collector notes and the most up-to-date information on the status of the account in the collection cycle. Client View also supports a wide range of reports that we can tailor to the Clerk's specific portfolio information, from information on placements, aging, collection rates, dismissal rates and other variables.

Benefits

- **Convenience** – Web-based access to real-time case information empowers you to self-help. See the results of our collection activity as it happens. In addition to seeing real-time case information, you can also keep track of the last letter sent and when it was sent, providing a window to our work on your behalf. Support burdens decrease by eliminating time-consuming phone calls and research previously necessary for case inquiries.
- **Functionality** – Intuitive menus relieve users from memorizing keystroke commands. Real-time case information displays in a straightforward format with detail views easily accessible.
- **Productivity** – Case information is available instantly, saving your valuable time. Your clients experience improved service as you help them resolve concerns quickly.

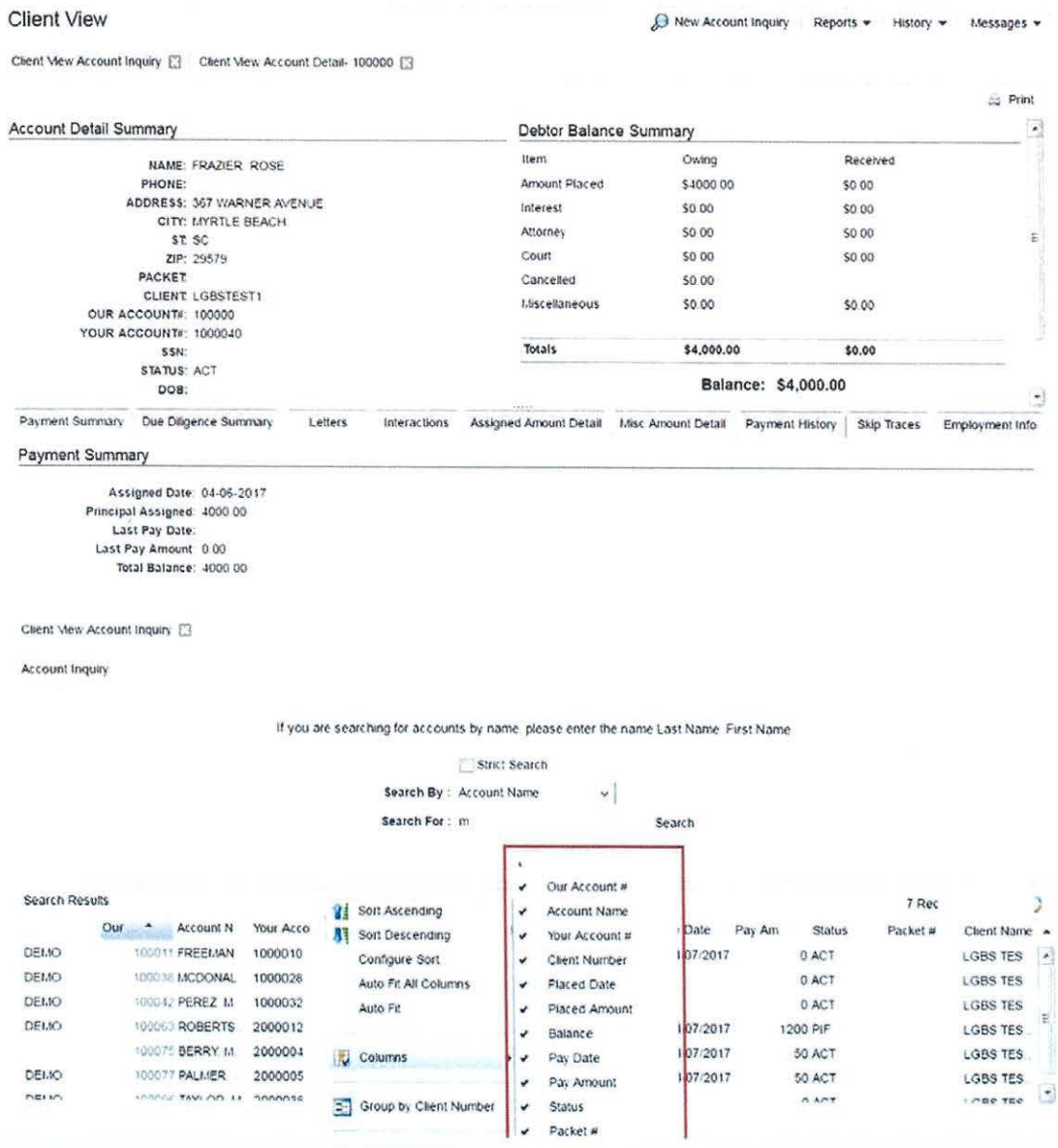
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Account Detail Screen

The Account Detail screen provides more information on the client. Account information found on the Account Detail screen includes: Delinquent account holder contact information, Packet Number, the Last Letter Date, and Last Letter sent. The Payment Summary is displayed, as well as the current Balance showing payments Owed and Received. Please see the screen shots below, which are just three views of many that are available to the Clerk in this system.

Client View Screen Shots



LINEBARGER ATTORNEYS AT LAW
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1.14. ACA Membership

Linebarger is certified by the ACA International, as are San Antonio Call Center Operations Manager John Wilson and several of our collectors. Copies of our ACA certificates are included in *Exhibit D.*

Linebarger ACA Certifications			
Name	**Title**	**ACA Certificate**	**Date**
John Wilson	Operations Manager	ACA - FDCPA Essentials	7/25/2017
Charlene Johnson	Sr. Admin Assistant	ACA - FDCPA Essentials	7/26/2017
		ACA - Professional Collection Specialist	5/20/2011
Noe Alfaro	Supervisor/Trainer	ACA - FDCPA Essentials	7/25/2017
		ACA - Professional Collection Specialist	5/20/2011
		ACA - Trainer Specialist Program	12/4/12 - 12/6/12
Sean Goudreau	Supervisor	ACA - FDCPA Essentials	7/25/2017
David Valdez	Supervisor	ACA - FDCPA Essentials	7/28/2017
		ACA - Professional Collection Specialist	5/20/2011
Ida Salinas	Supervisor	ACA - FDCPA Essentials	7/26/2017
		ACA - Professional Collection Specialist	5/26/2011
Vicki Sierra	Supervisor	ACA - FDCPA Essentials	7/24/2017
		ACA - Professional Collection Specialist	5/20/2011
Anna Cruz	Supervisor	ACA - FDCPA Essentials	7/26/2017
		ACA - Professional Collection Specialist	5/20/2011
Jessica Cantu	Supervisor	ACA - FDCPA Essentials	7/31/2017
		ACA - Professional Collection Specialist	5/26/2011
Lisa Arrington	Supervisor	ACA - FDCPA Essentials	7/27/2017
		ACA - Professional Collection Specialist	8/12/2011
Devon Clark	Supervisor	ACA - FDCPA Essentials	7/26/2017
Cristina Velasquez	Supervisor	ACA - FDCPA Essentials	7/25/2017

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In addition, Linebarger is a member of the following organizations:

National Member

- ACA Members' Attorneys Program
- Commercial Law League of America (CLLA)
- United States Conference of Mayors (USCM)
- National Association of Counties (NACo)
- International Parking Institute (IPI)
- National Association of Court Management (NACM)
- National Association of Latino Elected Officials (NALEO)
- International Bridge Tunnel & Turnpike Authority (IBTTA)
- National Association of Black County Officials (NABCO)
- National Association of Latino Elected and Appointed Officials (NALEO)

State Member

- American Collectors' Association (ACA) in several states
- Arizona Court Association
- California State Association of Counties (CSAC)
- California Municipal Revenue & Tax Association
- California Revenue Officers Association
- Municipal Managers Association of Southern California
- Municipal Managers Association of Northern California
- California Public Parking Association
- Transportation and Expressway Authority Membership of Florida (TEAMFL)

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- County Commissioners' Association of Pennsylvania (CCAP)
- Institute of Certified Tax Administrators (Texas) (ICTA)
- Florida Parking Association (FPA)
- Midwestern States Association of Tax Administrators (MSATA)
- Texas Association of Counties (TAC)
- Texas Association of School Administrators (TASA)
- Texas Municipal League (TML)
- Texas Association of Assessing Officers (TAAO)
- Texas Association of Appraisal Districts (TAAD)
- Tax Assessor Collectors Association of Texas (TACA)
- Texas School Assessors Association (TSAA)
- Texas Court Association Support
- Texas JP & Constable Association
- Texas Justice Court Judges Association
- Texas Court Clerks Association
- Texas County & District Clerks Association
- Texas Municipal Courts Association
- Government Collectors Association of Texas

1.15. Firm Ownership

Linebarger will report any changes in ownership of the firm to the Clerk within thirty (30) days.

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1.16. Collection Notice Samples

Samples of our collection notices are provided in *Exhibit C*. The sample collection notices are currently used in our Broward County Clerk of the Courts collection efforts. Our collection letters for the Clerk are printed in English and Spanish and can be printed in other languages (such as Creole) upon request.

1.17. Litigation Disclosure

Linebarger does not have any municipal, county, state, or federal investigation, lawsuit, claim, bankruptcy, or challenge as to the agency/law firm's owners, partners, or corporate officers during the past three (3) years that might have a material impact on the organization's ability to continue functioning as a debt collector or might have a material impact on said owner, partner, or corporate officer, including, but not limited to, any civil or criminal penalties.

1.18. Collection Techniques and Quality Assurance

Collection Process

The following is a description of our proven, six-component process for recovery of delinquent receivables. Upon receipt of Clerk data and further analysis of its delinquent receivables portfolio, we will adapt the process to address specific Clerk needs and desires.

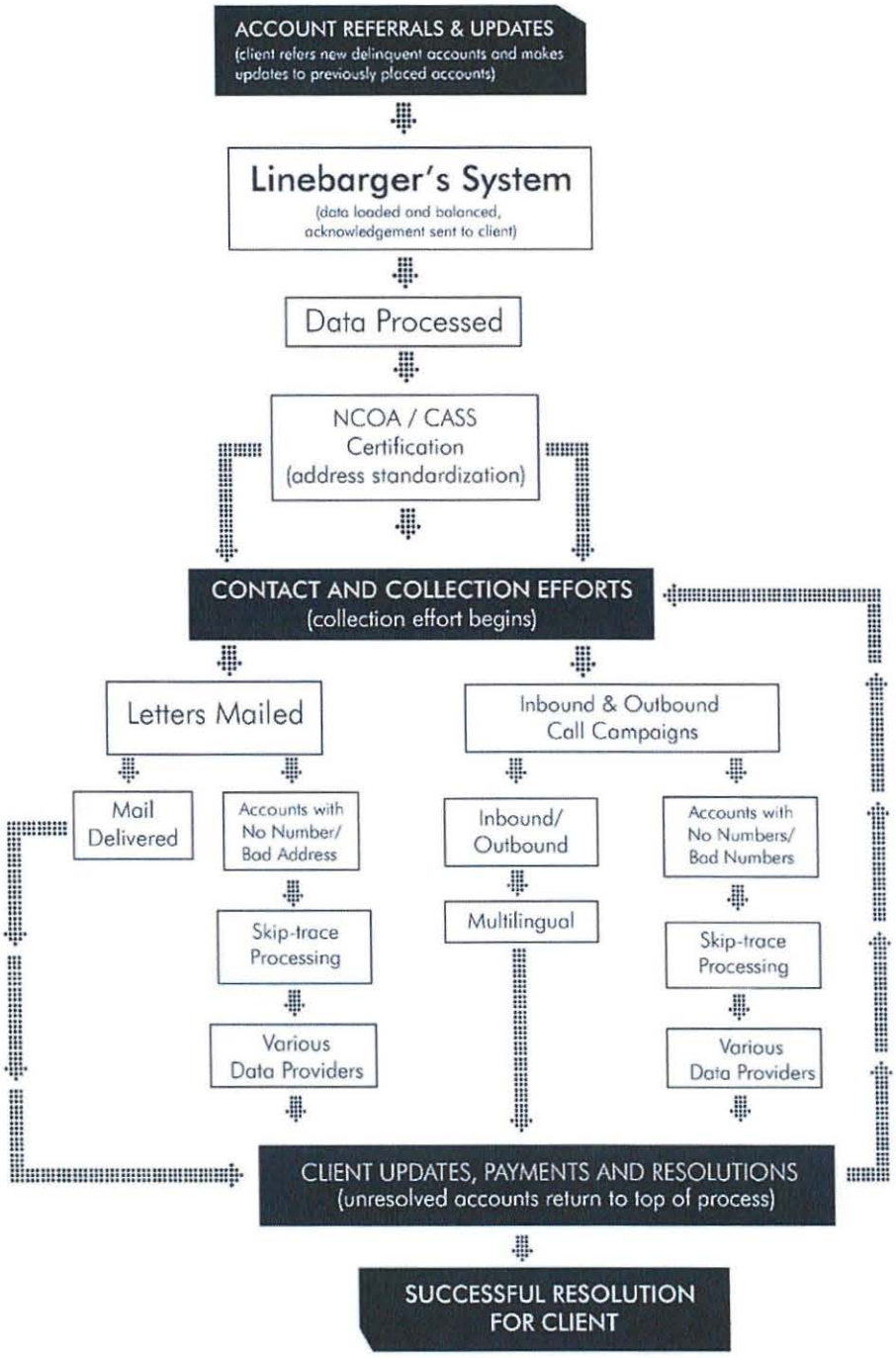
We have included a general flowchart of our collection process on the following page. This process will be evaluated following the initial collection phase and adjusted to maximize collections based upon the portfolio's specific characteristics throughout the collection life cycle.

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Section III: Qualifications and Requirements

Overview of Collection Process



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Component I: Account Preparation

Account Transfers from the Clerk's System

Linebarger's collection process begins with the electronic transfer by the Clerk of delinquent accounts. Transferred accounts are loaded into a fully secure Clerk segment of Linebarger's data processing system located in San Antonio, Texas.

We begin the electronic case history of each account by establishing a record and unique identification code.

All accounts are sent to the National Change of Address (NCOA) database for address verification and then CASS-certified to meet U. S. Postal Service mailing requirements for address standardization. We also perform a delivery point verification (DPV) process at this time to ensure that the address is an actual deliverable address and not a vacant lot or non-existent address.

Recall, Inactivation, and Reactivation of Accounts

The Clerk may recall any transferred account at any time, including accounts that require administrative resolution. All collection activity ceases immediately when an account is recalled, and the account is returned to the Clerk along with a returned account report.

The Clerk may also inactivate or reactivate an account for collection, depending upon the status of payments from the delinquent account holder or of judicial actions affecting the account. Inactive accounts are not transferred to dialer campaigns or sent to the mailing queue.

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Component II: Contacting Delinquent Account Holders by Mail

Initial Demand Letters

After the completion of Component I: Account Preparation, the Linebarger system automatically transfers Clerk accounts with verified addresses to the law firm's demand letter inventory. Prior to any mailing, all letters and a proposed distribution schedule are submitted to the Clerk for approval.

Within 24-48 hours of an account placement by the Clerk, the system generates an initial letter. Printing the demand letter on the law firm's letterhead impresses upon the delinquent account holders the gravity of his or her obligation to pay the delinquent amount owed. Typical letters include the following:

- advise the delinquent account holder that the account has been placed with our law firm, which is under contract with the Clerk
- provide contact information, including a toll-free telephone number for the delinquent account holder to communicate with Linebarger regarding payment
- include a detachable, scannable payment coupon

Follow-up Letters

Linebarger typically uses a series of demand letters, sent at strategic intervals, all printed on law firm letterhead. The series continues automatically if the delinquent account holder fails to respond.

Returned Mail

All mail has a 2Dbar code on it containing the Client Number, the CUBS logon and the account number assigned to it when first transferred to our system. Undeliverable mail (attempted not known, outside of delivery limits, insufficient address) is

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date-stamped and scanned into the CUBS collection system on the day that it is returned to our ITG mail processing unit.

Once the letters are scanned, they are updated in CUBS as returned mail, and our automated skip-tracing processes take over if there is no forwarding address information. Accounts with forwarding addresses are updated in CUBS, and new letters are sent to the forwarded address.

Incoming Correspondence

Collection attempts often produce written responses from delinquent account holders with questions and concerns about their delinquent accounts. All correspondence from a delinquent account holder (or the delinquent account holder's attorney) is forwarded to the collector assigned to that account, who responds in writing, in a direct and friendly manner. Linebarger attorneys respond when the situation warrants a response from an attorney.



Component III: Telephone Contacts with Delinquent Account Holders

Account Distribution to Collectors

Concurrent with the mailing process, the Linebarger system transfers accounts with telephone numbers into the collector inventory. Accounts from this inventory are handled in a two-step process:

Step One

Accounts are automatically and continuously distributed to collectors who verify the delinquent account holder's identity, confirm basic account information, and attempt collection. Accounts are also placed in the collector inventory as a result of inbound phone inquiries, correspondence or partial payments by delinquent account holders.

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Section III: Qualifications and Requirements

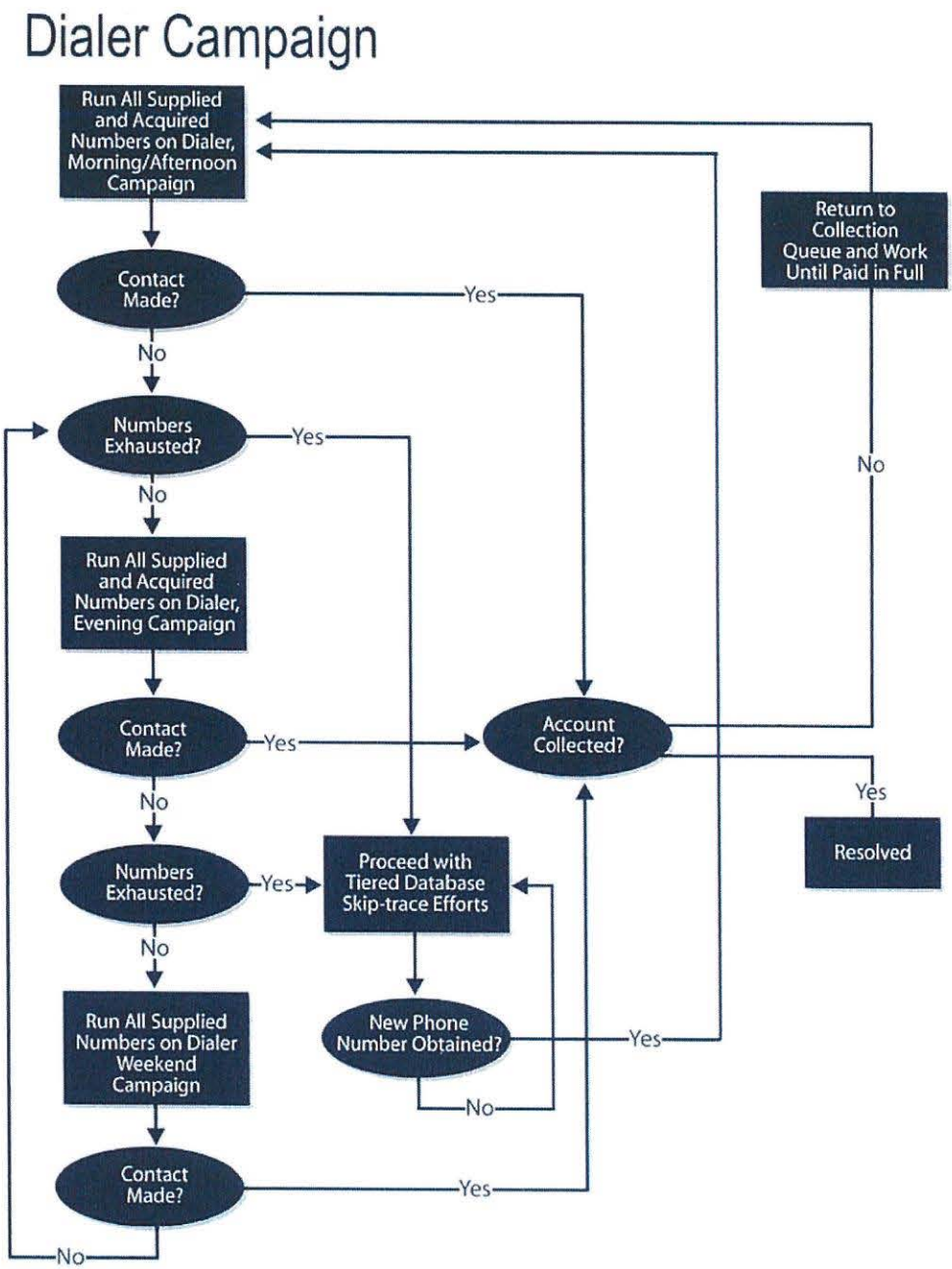
Step Two

The collectors work to resolve accounts through payment-in-full or any other Clerk-approved method, such as installment agreements.

A flowchart of our Dialer Campaign Process is included on the following page.

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Compliance When Making Contact

Linebarger's predictive dialer places calls to delinquent account holders according to a schedule that conforms to any applicable laws and regulations and Clerk policies. All calls will be made in

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strict compliance with FDCPA regulation with regards to timing of calls.

Again, after establishing telephone contact, collectors clearly identify themselves as employees of a law firm under contract with the Clerk. Collectors then confirm the delinquent account holder's identity, and verify current address, telephone numbers, and place of employment.

Linebarger's professional collectors will explain the terms for payment as well as other case resolution options approved by the Clerk. In the event that English is not the first language for the delinquent account holder, a bilingual employee will provide assistance. When necessary to accommodate a debtor, our language translation service provider, Language Line Services, is always available to assist.

Collection Outcomes

Payment in Full

As its first priority, Linebarger always seeks payment in full. To accomplish this, collectors assist delinquent account holders in evaluating their financial resources, review the advantages of payment in full, and help delinquent account holders develop strategies that enable a single, in-full payment.

Installment Agreements

Linebarger recognizes that a significant number of delinquent account holders are not able to make payments in full and instead require installment agreements. If a review of the delinquent account holder's finances indicates that full payment is not immediately possible, the collector negotiates an installment plan that follows Clerk guidelines.

- Whenever an installment agreement is established, the collector sends a payment plan letter to the delinquent account holder confirming the terms and Clerk-specific requirements.

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- The collector working the account places it in the installment agreement queue. Both the system and the collector monitor payments until the delinquent amount is paid in full.

Component IV: Skip Tracing

All accounts Linebarger sends to national skip-tracing databases are identified by the unique numbers assigned to them in Component I: Account Preparation. When a telephone number is found, the account is placed in the collector inventory.

Electronic Skip Tracing

We contract with several "premium" tiered vendors to locate delinquent account holders. We skip in excess of 10,997,000 accounts on a monthly basis. We also review our batch skip-tracing system periodically to rank database skip-trace vendors according to performance and send accounts to the highest performing vendors. Historically, we find that by using multiple skip-tracing vendors, we can more effectively locate delinquent account holders and validate the efficacy of a skip vendor's data.

Our collectors access national skip-tracing databases for every state, city and zip code to obtain phone numbers using delinquent account holder addresses. Our skip trace vendors provide search information on a wide variety of variables including last known address to new geographic locations.

Component V: Processing and Tracking Payments

The firm segregates important control functions throughout its internal control processes to safeguard client funds. The firm also utilizes an internal audit team and an Audit Committee to maintain an effective control system.

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In-house Collection Process Offers Full Accountability to the Clerk

Our national payment center procedures are designed to provide the Clerk with full accountability and security through all stages of the operation. All payment center processes are driven by remittance stub barcodes that accompany the financial instruments in order to ensure accurate payment application and safeguarding. Throughout the process daily grand totals and client totals are recorded and verified to ensure that every payment is completely processed. The law firm segregates important control functions throughout its internal control processes to safeguard client funds. The law firm also utilizes an internal audit team and an Audit Committee to maintain an effective control system.

All delinquent account holders will be instructed to send their checks and money order payments directly to the national payment center address. Payment center personnel count, sort, and prepare incoming payments through a process built to safeguard all financial instruments. With the items prepared for accurate application, payment and daily totals are established and center personnel post payments into the collection system and convert the paper items to electronic payments, which are processed through the Federal Reserve's Automated Check Clearinghouse and Check 21 systems.

An Automated Clearing House (ACH) transfer will then be made to the Clerk's specified depository accounts on the schedule required by the Clerk.

Safeguarding and subsequent destruction of the original instruments adhere strictly to Federal Reserve regulations.

Overpayments

We will adhere to the instructions provided by the Clerk for handling overpayments.

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Refunds

We will hold checks for a period specifically agreed upon by the Clerk. If the Clerk approves a refund to the delinquent account holder after the funds have been remitted, the Clerk will issue the refund. If the Clerk approves a refund to the delinquent account holder during the specified holding period (to ensure the check clears the bank), we will issue the refund.

Underpayments

We generally treat underpayments as partial payments and apply the amount to the account, while collection efforts continue to collect the remaining balance through ongoing partial payment arrangements.

Non-Sufficient Funds

Upon notice of a check returned for non-sufficient funds, the delinquent account holder is informed that the check will not clear the bank. This includes stop payments, closed accounts, credit card charge-backs, etc. After notification, the electronic transaction is resubmitted.

Unidentified Payments

In the unlikely event of an unidentified payment, the payment will be researched and handled as per the Clerk's instructions.

Tracking Installment Payments

Linebarger recognizes the necessity of aggressively following up on late payments. If a delinquent account holder sends an improper amount or falls more than 10 days late in making a payment, the collector follows up with the delinquent account holder via phone. During the phone call, the collector reviews the installment plan with the delinquent account holder, outlines the importance of following its terms, and encourages the delinquent account holder to recommit to the agreement.

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Component VI: Documenting and Reporting Collection Activity

All collection activities, whether completed by collection staff or the automated system, are thoroughly documented as they occur. Managers' feedback and instructions are also recorded in the account history for collectors' review and action.

Linebarger establishes and executes a reporting schedule in the format and with the frequency desired by the client. Sample reports are provided as *Exhibit B* of this proposal. A typical suite of reports may include the following:

Account Activity Reports

A report is generated each time a client transfers new and/or updated account files to Linebarger. This report includes total number and value of accounts newly-referred accounts inactivated, accounts recalled, accounts adjusted, and, if applicable, warrant and adjudication status.

If desired by the Clerk, our firm can also send an acknowledgement report detailing all accounts received by our ITG center. A recall/cancel report can also be generated when an account is removed from our inventory and returned to the Clerk.

Payment Management Reports

If a payment is sent to the law firm instead of directly to the Clerk, a report is generated to accompany the payment to the Clerk. These reports and payments are delivered to the Clerk by the next business day.

If the Clerk accepts delinquent account holder payments, Linebarger will submit an invoice and statement monthly to the client for the previous month's commission.

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Collection Reports

Standard reports include the following information:

- details on collections by different placement variables (offense year, placement month, etc.);
- total number of accounts assigned, recalled, collection percentages, number and value of accounts still in our inventory and undergoing active collection activities;
- comparisons of the law firm's performance on original and subsequent account placements; and
- total accounts collected.

Ad-Hoc Reports

The law firm's contract manager oversees the development of any ad-hoc reports that the Clerk may require. These reports may include information on collection rates by offense type, collection activities (letters sent, telephone calls made, returned mail), account inventories, and updated account address information.

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Section III: Qualifications and Requirements

Linebarger's Professional Call Centers



Linebarger operates seven professional call centers across the country, staffed with over 300 professional collectors. These centers rely on state-of-the-art technology for managing all inbound and outbound call campaigns. During our busiest season, Linebarger call centers nationwide receive an average of 10,000 calls per day. We work daily to update and maintain our systems to ensure that our collectors are making and/or receiving a constant stream of calls but are also afforded the support they need to assist them with delinquent account holders.

We assign every account with a toll-free number and include that information in all correspondence and phone conversations with the delinquent account holder. An interactive voice response system assists delinquent account holders who call the toll-free number associated with the project. The system presents callers with an option to hold for a specific collector (maximum wait time of 30 seconds) or to leave a message. If a delinquent account holder calls in after

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hours, the automated system enables them to leave a message for the appropriate collector, who will return the call no later than the following business day.

We record all calls to protect your interests and the interests of your delinquent account holders. These recordings also assist us in better training our collectors and ensuring quality control. We maintain our recordings on-line for one year and then archive them to off-line storage for an additional five years.

Linebarger's San Antonio Call Center



The San Antonio Call Center will conduct the Clerk s dialer campaigns and respond to all delinquent account holder calls for the Clerk's accounts. Call center hours, in Central Daylight Time, are as follows:

- Monday through Thursday, 7 a.m. to 9 p.m.
- Friday, 7 a.m. to 5 p.m.
- Saturday, 8 a.m. to 12 p.m.

Fees and Fines Collection Software

For our fees and fines collection system, our programmers adapted the Columbia Ultimate Business Systems, Inc. (CUBS) software, adding easy-to-use custom features that enhance the capabilities of the CUBS software without compromising stability.

Working With Non-English Speaking Delinquent Account Holders

Bilingual collectors and a language translation service are available for all communications with delinquent account holders, including written and voice services.

Of the 80 call center representatives that will be assigned to the Clerk, 29 are bilingual. This collection team includes members who speak Spanish, French, Creole, and Japanese. Other specific language translation services are available upon

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request through our translation provider, Language Line Services.

Quality Assurance

Implementing comprehensive collection programs for some of the nation's largest public sector entities, Linebarger has built a reputation for delivering excellent results and exceptional customer service. One of the keys to our success is quality control.

Linebarger's quality control program encompasses all of our activities, from oral and written contact with delinquent account holders, to the security of our firm's systems, data and facilities, to our monitoring and quality control. Our quality control program performs five key functions:

- identifies potential problems with processes, practices, people, and/or security
- evaluates the fundamental causes of such problems
- develops specific corrective actions
- creates training sequences to reinforce corrective actions
- schedules follow-up reviews

Monitoring within the Project Team

Our project manager for the Clerk conducts regular reviews of project-related activities to ensure high-quality client service and contractual, procedural, and regulatory compliance in all dealings with delinquent account holders. The project manager presents his or her findings to collectors so that they may continue to hone their skills.

Our project management team routinely monitors all of the collection program's internal functions, assuming responsibility for compliance with firm procedures and standards and the Clerk's policies.

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Internal Audit Department

The law firm employs three full-time Internal Auditors to provide a "checks and balances" role over its accounting, human resource, and administrative processes. The internal audit team also serves as an additional, independent quality control mechanism to monitor compliance with the firm's contracts.

The Internal Audit Department is separate from the management team for the Clerk's project and monitors firm operations to ensure contractual and regulatory compliance in accounting, human resources, and administrative processes.

Working under the International Standards for the Professional Practice of Internal Auditing (ISPPIA), as promulgated by the Institute of Internal Auditors (IIA), the firm's Internal Audit Department regularly conducts operational and investigative audits of the firm's offices and significant operations. Audits are scheduled based on an annual audit plan approved by the Audit and Ethics Committee that is developed using a risk-based approach.

Department staff members report to the Internal Audit Manager, who reports directly to the Audit Committee, a subset of the firm's Management Committee. The Audit Committee meets regularly to discuss internal audit reports and significant business and control processes of the firm. The Chief Financial Officer and Chief Operating Officer also attend the Audit Committee meetings.

The Internal Audit Department determines whether controls implemented by the project management team are adequate to ensure that

- risks are appropriately identified and managed
- financial, managerial, and operating information is accurate, reliable, and timely

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- employees' and collector actions conform to policies, standards, procedures, and applicable laws and regulations
- programs, plans, and objectives are achieved
- quality and continuous improvement are promoted in the firm's internal control processes
- funds are collected and disbursed accurately and in a timely fashion

Quality Control Features of Collection Software

Linebarger uses customized software to manage its clients' data. For each account, the activity screen used by collectors features a reminder field that must be completed before he or she can exit the screen. These reminders establish when the next step in the collection process must be taken, and whether follow-up should be automated or personally handled by a collector. Reports track the collection process to ensure that accounts are worked in a timely fashion.

In instances requiring immediate follow-up, a supervisor transfers the account to his or her ownership and personally seeks to resolve the issue before transferring the account back to the appropriate person or group.

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1.19. Effectiveness of Prior Collection Services

The information in the following table has been provided to comply with the specific requirements of RLI #2018-001. In addition, on the following pages we have provided life-of-contract returns for several of our Florida clients, including the Broward County Clerk of Courts.

Client Name	Case Type	Average % of Debt Recovery Rate* for Years 2015, 2016 and 2017 (as of March 2018)	Recovery Rate* (as of March 2018)	Average Age and Balance of Accounts (Net Placements includes adjustments)		Average Turnover Rate (Days Outstanding from Placement to Full Payment – on Accounts Placed)
Miami-Dade County	Parking	44.3%	75.0%	353 days	$ 68.41	410 days
	Traffic	34.1%	42.7%	883 days	$ 230.83	449 days
Lee County	Civil Traffic	35.0%	47.7%	383 days	$ 184.85	397 days
Broward County	Traffic **	39.6%	50.2%	1,551 days	$ 195.18	337 days
	Misdemeanor	34.6%	42.2%	1,918 days	$ 367.14	561 days
Duval County	Civil Traffic	50.3%	88.4%	249 days	$ 169.28	480 days
	Criminal Traffic	27.7%	66.1%	881 days	$ 508.14	784 days
Palm Beach	Civil Traffic	47.0%	60.5%	310 days	$ 195.45	414 days
	Criminal Traffic	13.0%	22.9%	812 days	$ 417.31	596 days
Polk County	Civil Traffic	46.6%	74.4%	370 days	$ 216.97	409 days
	Criminal	8.9%	19.3%	985 days	$ 670.45	855 days
Leon County	Civil Traffic	48.6%	64.1%	444 days	$ 205.47	519 days
	Criminal	9.8%	24.8%	2,574 days	$ 877.86	722 days

Source: Client reports and law firm records.

* Recovery rates determined using total dollars collected divided by total dollars referred minus cancellations.

**There are two major events during the 2015-2017 time period which are impacting the collection rates for this client: 1) large cancellations in 2015 followed by reactivation of a portion of those accounts later the same year; and 2) a significant increase in aged accounts in the second half of 2017. Excluding only the cancellations/reactivations in 2015, the recovery rate increases to 39.6% for the period 2015-2017. This number further increases to 58.3% for the period 2012-2017.

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Broward County Clerk of Court, Florida
Traffic Citations

Broward Co., FL

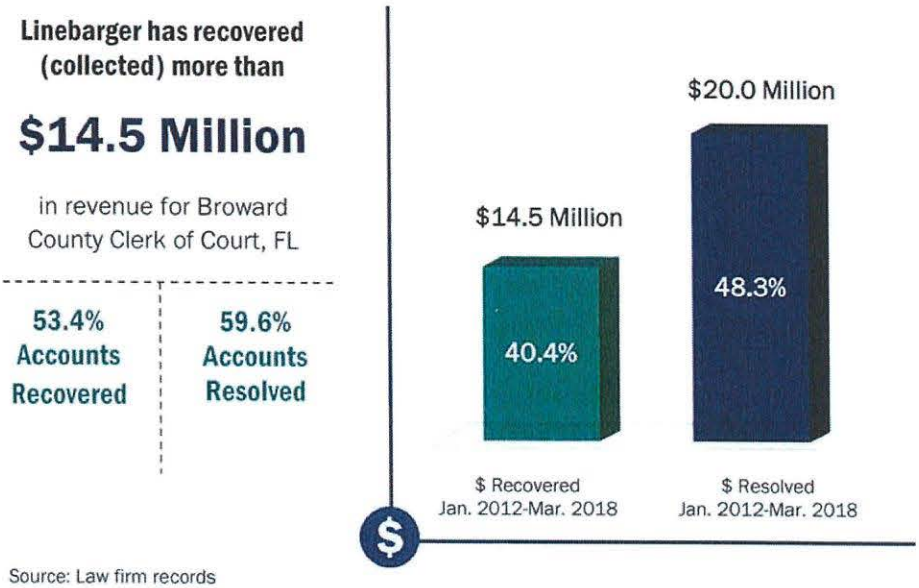
Population: 1,935,878 (2017 Estimate)

Gross Placements: 174,212 Delinquent Cases

The initial portfolio of delinquent accounts for the Broward County Clerk of the Court was first turned over to us in July 2006. As of March 2018, Linebarger recovered more than $24.5 million in additional revenue from all delinquent fees and fines since January 2012.

As illustrated in the graph below, the firm has recovered more than $14.5 million in additional revenue from delinquent traffic citations and has achieved a 40.4 percent recovery rate for all dollars placed and 53.4 percent recovery rate for all accounts placed in the same time period.

In addition, the firm has resolved over $20.0 million and 48.3 percent of all dollars placed. We have resolved 103,775 accounts and 59.6 percent of all accounts placed by the Clerk of Court. Resolved dollars and accounts include all accounts cleared through payments, client cancellation or recall, and/or alternate case resolution.



Source: Law firm records

Note: Recovery rates determined using total amounts (dollars or accounts) collected divided by total amounts (dollars or accounts) referred minus cancellations. Resolution rates determined using total amounts (dollars or accounts) resolved divided by total amounts assigned (dollars or accounts).

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Palm Beach Co., FL

Population:
1,471,150 (2017 Estimate)

Gross Placements:
107,148 Delinquent Cases

Palm Beach County, Florida
Civil Traffic Citations

Linebarger began collecting for Palm Beach County Clerk & Comptroller, Florida in February 2005. Initially, the firm pursued collection of delinquent criminal and civil traffic citations and then later expanded to include the collection of felony and misdemeanor offenses.

As of March 2018, the firm has recovered more than $11.9 million from delinquent civil traffic citations alone. The firm has achieved an overall recovery rate of 52.2 percent for all dollars placed and 58.2 percent of all accounts placed since January 2012.

Additionally, the firm has resolved over $15.9 million, 59.0 percent of all dollars placed and 68,659 accounts, 64.1 percent of all accounts placed by the Clerk of Court. Resolved dollars and accounts include all accounts cleared through payments, client cancellation or recall, and/or alternate case resolution.

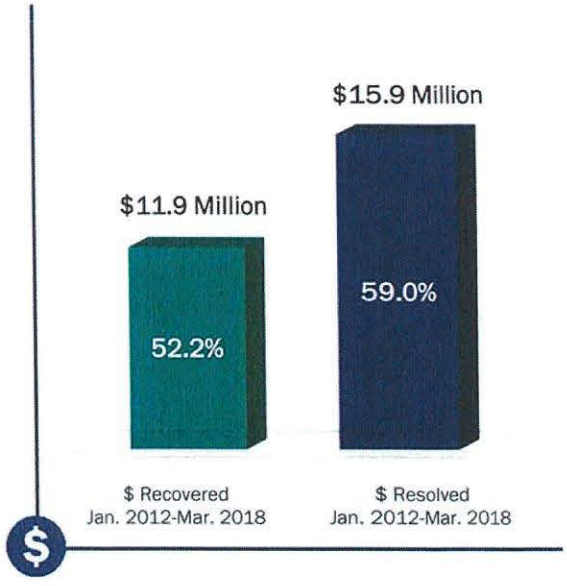
Linebarger has recovered (collected) more than

$11.9 Million

in revenue for
Palm Beach County, FL

58.2% Accounts Recovered

64.1% Accounts Resolved



Source: Law firm records

Note: Recovery rates determined using total amounts (dollars or accounts) collected divided by total amounts (dollars or accounts) referred minus cancellations. Resolution rates determined using total amounts (dollars or accounts) resolved divided by total amounts assigned (dollars or accounts).

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Polk County Clerk of Court, Florida
Civil Traffic Citations

Linebarger began collecting for the Polk County Clerk of the Court in February 2005. Initially, the firm pursued collection of delinquent misdemeanor criminal offenses and then later expanded to include the collection of civil traffic violations.

As of March 2018, the firm has recovered more than $9.0 million from delinquent civil traffic citations alone. The firm has achieved an overall recovery rate of 57.5 percent for all dollars placed and 56.7 percent of all accounts placed since January 2012.

Additionally, the firm has resolved over $12.1 million and 64.5 percent of all dollars placed. We have resolved 43,877 accounts and 64.3 percent of all accounts placed by the Clerk of Court. Resolved dollars and accounts include all accounts cleared through payments, client cancellation or recall, and/or alternate case resolution.

Polk Co., FL

Population:
686,483 (2017 Estimate)

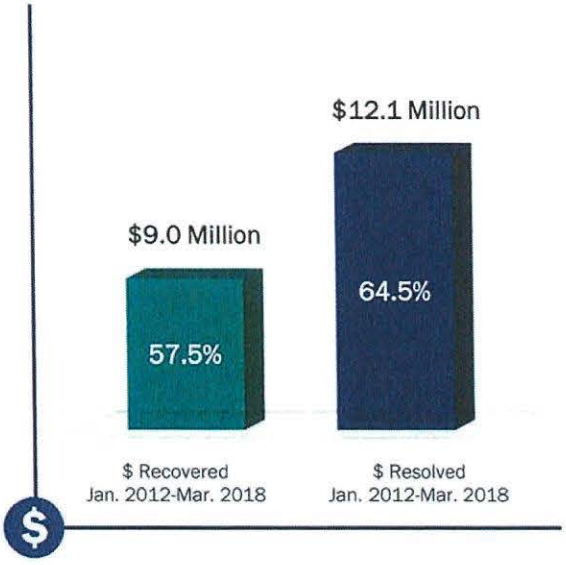
Gross Placements:
68,291 Delinquent Cases

Linebarger has recovered (collected) more than

$9.0 Million

in revenue for Polk County Clerk of Court, FL

56.7% Accounts Recovered	64.3% Accounts Resolved



Source: Law firm records

Note: Recovery rates determined using total amounts (dollars or accounts) collected divided by total amounts (dollars or accounts) referred minus cancellations. Resolution rates determined using total amounts (dollars or accounts) resolved divided by total amounts assigned (dollars or accounts).

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1.20. Understanding of Project Nature and Scope

We have read and understand the nature and scope of the Clerk's program as explained in RLI #2018-001, Collection Service for Court Assessments. Linebarger is prepared to continue to provide a full-service collection program to the Clerk, as we have since 2005. Our proposed solution is comprehensive in nature, and we will continue to commit our full resources to the project. Linebarger's advanced communications and data processing technology, customized collection software, skip-tracing vendors and collectors will continue to perform to our highest capabilities and to the Clerk's satisfaction.

For a detailed response to the Clerk's requirements as stated in Section IV of the RLI, please see Tab 2 of this proposal.

1.21. Optional Services

Legal Advice and Counsel

In addition to the firm's collection services, Linebarger attorneys routinely provide clients with legal advice and counsel on collection matters and keep them apprised of changes in the law that may affect their collection processes. Because of their extensive legal training, continuing education, and experience, they can evaluate and interpret the vast and complex maze of federal and state statutes, regulations, court decisions, and administrative rulings that govern and influence the collection of delinquent receivables. These services are provided at no additional cost to the Clerk.

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Section IV.
Specifications & Services

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Section IV: Specifications and Services

As the existing collections provider for the Broward County Clerk of Courts (Clerk), Linebarger Goggan Blair & Sampson, LLP (Linebarger) is prepared to meet the following requirements as outlined in RLI #2018-001.

1.0. Specification for Services

1.1. Linebarger will undertake within 24 hours of receipt of assigned debts the collection of those assigned debts, without regard to type, age or balance of account, through whatever means approved by the Clerk. These means may include, but are not necessarily limited to, collection letters; skip tracing; telephone calls; utility service checks; and credit bureau inquiries and reporting (if authorized).

1.2. Our firm will take no legal action against any debtor on behalf of the Clerk without the Clerk's prior written approval.

1.3. We will use any method specified by the Clerk for safeguarding the rights of individuals subject to collection. All practices will comply with state and federal consumer and collection practice laws as applicable. Although the FDCPA does not apply to this type of collection, our firm will follow the spirit of the FDCPA. Likewise, the spirit of all truth and lending laws will be followed.

1.4. Our firm will stop all collection activity immediately when notified by the Clerk to cancel accounts. We understand that the Clerk reserves the right to re-evaluate, adjust, cancel or recall any accounts assigned for collection.

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1.5. Linebarger will not settle any accounts for less than the amount indicated by the Clerk.

1.6. Our firm will advise debtors, when applicable, that bankruptcy does not discharge an individual debtor from any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit. Government fines or penalties are not dischargeable." We will adhere to 11 USC Sec. 523 (a) (7).

1.7. Linebarger is able to effect collections in all 50 states, U.S. territories or commonwealths and Canada. We will meet interstate collections requirements, including being licensed, registered and/or bonded in the state where collection is being attempted or where we have a resident office.

1.8. We will not make changes to the content, verbiage, and/or format of any written notification without the Clerk's prior approval. We will assist the Clerk in providing the content, verbiage and format of all written notifications to the debtor.

1.9. Linebarger will provide, at no cost to the Clerk, all computer programming, ACH or wire transfer costs, development, or updates. Likewise, we will not charge the Clerk for copying, faxing, and postal charges of any kind which may incur as a result of this RLI or for our processes.

1.10. Our firm will, on a daily basis, by ACH process or wire transfer to the Clerk the gross amount of payments received. This amount will correspond to a report pursuant to paragraph 3.3 below (see "Reports" section). The firm will hold check payments from debtors for a period specifically agreed upon by the Clerk.

1.11. We will provide the case number for each payment we receive and report to the Clerk.

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Section IV: Specifications and Services

1.12. Our firm will be fully responsible for any check payment received, processed and reported by our firm that is later returned for insufficient funds. The dishonored check payment will become a collection item for and will be the full responsibility of our firm. We understand that the Clerk under no circumstances will adjust the debt, and the Clerk will not issue a refund to our firm for the funds transmitted on that debt to the Clerk. The dishonored check shall not be commingled with the remaining debt balance, if any.

1.13. Our firm will inform defendants to make remittances payable only to Linebarger. If we accept credit card payments, no additional charges will be assessed to the Clerk, nor will the Clerk be financially responsible for any credit card payments accepted by our firm that result in disputes or charge backs.

1.14. Linebarger will immediately advise any concerned defendant about getting a driver license reinstated or a capias/warrant canceled to pay the Clerk directly. The Felony, Traffic and Misdemeanor divisions will accept credit card payments and personal checks. Our firm will receive credit for the payment unless payment was received within ten (10) calendar days of placement. The payment will appear on a report from the Clerk. (See "Reports" section.)

1.15. Linebarger, its employees and agents will perform as independent contractors and not as agents, representatives or employees of the Clerk. Our firm will not represent itself as the Clerk or as a deputy clerk under any circumstances.

1.16. Our firm will not subcontract, assign, forward or outsource any portion of this contract.

1.17. We will hold confidential all information acquired during the performance of this contract and shall not be open to public examination for any purpose. Pursuant to Florida statute, social security numbers and bank .

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accounts numbers are confidential and will be stored in a manner to prevent access by unauthorized persons. Linebarger will assume responsibility for the safety and security of all confidential information, as defined by Florida statute or court rule, provided by the Clerk or the Clerk's designated staff.

1.18. Linebarger will not produce or otherwise use the products of this contract without the written consent of the Clerk. The Clerk will retain all rights to all data, reports, programs, designs and other results of this contract. The Clerk will reserve first publication rights to any products of this contract, and the Clerk may place the products in the public domain without the permission of our firm. Nothing herein shall be construed to limit the application of Chapter 119, Florida Statutes (Florida Public Records Act), by Linebarger to the materials produced in connection with this contract. Failure by our firm to abide by the provisions of the Florida Public Records Act may result in the immediate termination of this contract.

1.19. Our firm will verify any payment or balance information with the Clerk only (Section 5.0, paragraph 5.1). At no time will we accept information supplied by a debtor or any other source as evidence to support a payment or an account balance. Any disputes between our firm and the debtor regarding amounts owed will be resolved with the Clerk or the Clerk's designated staff only.

1.20. Linebarger will provide the Clerk with a copy of all letters of complaint involving our firm's collection practices within ten days of receipt. Our firm will provide written explanation of what action was taken to achieve an acceptable resolution.

1.21. We will attempt to collect the full balance due. We understand that the Clerk or the Clerk's designated staff will programmatically disallow a collection fee on any case that shows a remaining balance due on an

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assessment or for an assessment that is only partial paid.

1.22. Our firm will not charge the Clerk if we are unable to recover moneys on accounts assigned. Additionally, no adjustments to our collection fee will be made during the term of this contract.

1.23. Linebarger will be solely responsible for all usual and customary costs incurred as a result of collecting accounts. Any costs of automation equipment, computer programming, installation of data lines, printing, postage and equipment costs, and other similar and associated costs will also be borne by our firm.

1.24. We understand that our firm will not be paid a fee for adjustments or corrections made by the court or the Clerk that result from a payment being made, including, but not limited to, those cases in which a fine is suspended or waived or a clerical error has been corrected. A fee will also not be paid on any subsequent assessments or payments made after the date the account was paid in full, including, but not limited to, a driver license reinstatement fee.

1.25. Linebarger will, on a daily basis, electronically report to the Clerk or the Clerk's designated staff, through data files in ASCII format via FTP or other electronic transmission method mutually agreed upon, the amount collected by case number.

1.26. We understand that our firm will not be paid on any account for which a subsequent court action negates collection activity. The account shall be canceled and returned to the Clerk.

1.27. Our firm will not be paid a fee for accounts paid prior to the placement (assignment) date or for payments received by the Clerk within the first 10 calendar days of assignment to agency/law firm.

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1.28. Linebarger may be paid for payments that are later disallowed due to a judicial order. The Clerk will offset the amount disallowed from an invoice payment due to our firm.

1.29. Payment of any collection fee is contingent upon full payment having been received and/or transmitted to the Clerk on cases that have been assigned to our firm. No collection fee will be paid on cases which are only partially paid. Any discrepancy between our firm and the Clerk records relating to collection fees owed to our firm will be set-aside until both parties are afforded a full review of the case record and both parties mutually agree to a resolution.

1.30. Linebarger will return all accounts to the Clerk regardless of payments made on account or arrangements made if the contract is terminated. The Clerk will pay any collection fee due at that time. Upon termination, we will inform any defendants with whom we are dealing to make future payment(s) directly to the Clerk.

2.0. Agency/Law Firm/Clerk Liaison

2.1. Linebarger's staff will work with Clerk's staff to facilitate transmission of pertinent information between the Clerk and our firm. Our firm is able to receive and send data electronically. Most data being transmitted between the Clerk or the Clerk's designated staff and our firm will be by FTP.

2.2. Our firm will designate a project manager who will have responsibility for our firm's performance and will be directly responsible for coordinating efforts with the Clerk or the Clerk's designated staff.

2.3. Linebarger has the ability to communicate with Spanish and Creole-speaking debtors.

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2.4. Our firm will provide for immediate telephone contact with the collection project manager during the Clerk's normal business hours of 8:00 a.m. to 5:00 p.m. (EST). A maximum of one-hour turnaround time for responses to the Clerk's inquiries will be maintained.

2.5. Linebarger, upon request by the Clerk, will provide a written response to all complaints received by the Clerk of any alleged actions taken by our firm and/or its agents. The response will be provided by our firm's collection project manager and will be received by the Clerk within fifteen (15) days of the Clerk's request.

2.6. We will permit the Clerk and the Clerk's designated staff the right to visit the offices of our firm and/or agents periodically for inspection of the facilities and operations used in the performance of any work under this contract.

2.7. Linebarger will allow the Clerk's auditor or the Clerk's designated staff at any time to audit or reasonably inspect any of our firm's activities or communications that relate to the contractual obligations of our firm with the Clerk.

3.0. Required Reports and Files

3.1 Linebarger will provide at a minimum the reports outlined below and any other reports required.

3.2 An **acknowledgment report** will be sent to the Clerk or the Clerk's designated staff via electronic mail within two hours of transmittal of accounts. This report will verify that agency/law firm has received the accounts. This report will indicate the number of accounts by type and the date the accounts were received.

3.3 A data file in an FTP or other mutually agreed upon electronic format specified by the Clerk will be made available daily by the agency/law firm on its FTP server for retrieval by Clerk or the Clerk's designated staff during dates and times designated by the Clerk or the

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Clerk's designated staff. Linebarger will have an FTP server that is accessible to the Clerk or the Clerk's designated staff during non-business hours. The data file will contain, at a minimum, the case number, the amount paid, and the date paid. The Clerk or the Clerk's designated staff will evaluate the data file to see if it matches the Clerk's records. Accordingly, our firm will accurately enter case numbers on the data file so that the Clerk or the Clerk's designated staff can process case and payment information accurately. Only one line item for each case will be acceptable. If more than one payment exists for the same case number, only one payment total will be reported on the data file.

3.4 A **response file** will be sent to Linebarger the following day via FTP or other mutually agreed upon electronic transfer that contains how many payments were accepted or rejected. For those payments accepted by the Clerk, our firm will transfer the **GROSS** amount of the accepted payments to the Clerk's designated bank account(s) by ACH or wire transfer by no later than the next business day. The rejected payments will be coded to identify why they were not accepted.

3.5 We will provide upon the Clerk's or the Clerk's designated staff's request a **monthly performance/activity report** which details each case assigned per month, the original balance of the placed debt by case, the date and amount of each payment by case number, and the remaining balance of the placed debt by case number. We will provide a quarterly report that shows by case type the total amount of the placed debt by month and the total collected amount of the placed debt by month for all placed debts during the period of contract arising from this RLI.

3.6 Our firm will provide upon the Clerk or the Clerk's designated staff's request a **monthly cancellation report** listing the accounts our firm is no longer pursuing. The report will include the debtor name, each case number, the remaining balance and the reason the collection

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activity has ceased. If a debtor is deceased, a certified copy of the death certificate will accompany the cancellation report. The debtor's estate status and a probate case number, if any, will also be provided. The firm will provide a quarterly report that shows by case type the total amount of the placed debt by month and the total collected amount of the placed debt by month for all placed debts during the period of the contract.

3.7 Linebarger will prepare a **monthly invoice** for the collection fee. In addition to other information required by the Clerk, **monthly invoices** will indicate, at a minimum, the gross amount collected by case number, the entity to whom the payment was made (the Clerk or agency/law firm) and the collection fee for those cases based on the contracted price. Each invoice will also contain the defendant's name and case number and an invoice number associated with it that designates the type of collection it represents (for example, traffic, felony, etc.)

3.8 If accounts are handled from more than one office location, our firm will provide one consolidated invoice only for all collection types. Electronic invoices will be sent to a designated email address as established by the Clerk or the Clerk's designated staff.

3.9 To the extent necessary to fulfill the terms of an agreement between the Clerk and Linebarger, invoices and other materials needed for payment will be in a media and format as designated by the Clerk or the Clerk's designated staff. Invoices will be received by the Clerk's office no later than five business days following the end of the preceding month. Any financial report, including both daily and monthly reporting, sent to the Clerk will be in an electronic format acceptable to the Clerk or the Clerk's designated staff.

3.10 The Clerk or the Clerk's designated staff may change the requirements for and contents of reports as needed. Other reports including, but not limited to, collection

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rates and aging reports may also be required. The Clerk or the Clerk's designated staff will specify to whom such reports shall be delivered. Linebarger will work with the Clerk to ensure reports can be electronically retrieved and viewed using existing Clerk software.

3.11 Adjustments to the processes described herein as required by changes in law, court rule or implementation of other Clerk hardware or software devices or services will be developed and implemented at the Clerk's request at no cost.

4.0. Anticipated Volumes

Linebarger agrees to the following requirements.

4.1 No minimum volume of accounts will be guaranteed. Volume will be driven by the success of collections and the availability of accounts. The Clerk will determine the number of cases and which cases will be sent to our firm. If available, the anticipated volume of accounts may be requested by case type.

4.2 The amounts due on court cases assigned to agency/law firm will vary based upon judicial ruling on individual cases, existing legal mandates, and any changes in law regarding assessments.

4.3 This proposal may result in a multiple award contract at the discretion of the Clerk only.

4.4 We offer our services at the current fee structure of 35 percent (35%). No adjustments to the collections fee will be permitted during the term of this contract, including any renewal periods.

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5.0. Clerk's Responsibilities

Linebarger agrees to the following requirements.

5.1 The Clerk will designate a contract administrator or collections manager for the contract period or identify an electronic email address or electronic mail box for communications between the Clerk or the Clerk's designated staff and our firm. The Clerk's designee will be the primary liaison for day-to-day interactions with agency/law firm.

5.2 The Clerk or the Clerk's designated staff will provide our firm any required and available information about the defendant when the case is assigned. For court cases, this information may include case number, citation number (if available), full name, date of birth, social security number, sex, race, driver's license number and state, address, telephone, birth city and state, and account balance. For other case types, debtor information will be provided based on its availability as found exclusively in the case record. All debtor information will be provided via FTP or other mutually agreed upon electronic transmission to agency/law firm in a fixed ASCII format.

5.3 The Clerk or the Clerk's designated staff shall notify Linebarger when collection action is to be canceled and returned whether such cancellation or return is temporary or permanent.

5.4 The Clerk or the Clerk's designated staff will electronically transmit to our firm via FTP or other mutually agreed upon electronic transmission a daily transaction adjustment file containing the case numbers and the new amount due.

5.5 Upon the assignment of accounts to our firm, the Clerk or the Clerk's designated staff will not be expected to

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provide any further assistance in the collection of these accounts.

5.6 The Clerk reserves the right to change any portion of the work outlined herein if required by federal law, state law, county ordinances, court orders, Clerk policies, administrative resolutions or administrative policies that mandate such change.

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Exhibit A: Management Team Resumes

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J. Kelly Burnette

Professional Experience

Linebarger Goggan Blair & Sampson, LLP
Capital Partner & Collection/Project Manager

2001 – Present
Jacksonville, Florida

- Serves as the Florida Manager for the firm
- Provides day-to-day oversight of all matters related to the provision of contract services as promised
- Directly resolves disputes with debtors
- Provides litigation services if requested or required
- Monitors entire collection program to ensure compliance with all applicable State and Federal regulations

Licenses & Certifications

Admitted to practice in courts of:

- The State of Florida
- U.S. District Court, Middle District of Florida

Current Professional Memberships

- Florida Bar (Since 1993)

Education

University of Miami, Miami, Florida
L.L.M. in Taxation, 1993

Stetson University, Gulfport, Florida
Juris Doctor, 1991

- Stetson Law Review – Member
- Phi Delta Phi Fraternity

Liberty University, Lynchburg, Virginia
Bachelor of Science (Business Administration), 1988

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Corey A. Hamilton

Professional Experience

Linebarger Goggan Blair & Sampson, LLP
Partner *(Promoted from Attorney in 2012)*

2007 – Present
Miami, Florida

- Manages the firm's Miami office.
- Builds and maintains client relationships.
- Works with clients to maximize client revenues.

State Attorney's Office, 7th Judicial Circuit
Assistant State Attorney

2007
Daytona Beach, Florida

- Managed over 1,200 open case files.
- Conducted trials, arraignments, and pre-trials.
- Argued motions, made charging decisions.

Ionia County Prosecutor's Office
Extern

2006
Ionia, Michigan

- Argued motions and conducted pre-trials.
- Researched and wrote memos, responses to motions, etc.
- Participated in trials, motions, and hearings.

Florida Department of Transportation
Intern

2005
DeLand, Florida

- Helped conduct depositions.
- Wrote Joint Participation Agreements and Joint Project Contracts.
- Attended Eminent Domain and Professional Responsibility Seminar.

Current Professional Memberships

- Florida Bar Association
- United States Supreme Court (Admitted)
- United States District Court, Southern District of Florida (Admitted)

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Education

Walden University, Minneapolis, Minnesota
Ph.D., 2017 – Public Policy and Administration

- Law and Public Policy Concentration
- 4.0 Grade Point Average
- Golden Key International Honor Society Member
- Pi Alpha Alpha Honor Society

Thomas M. Cooley School of Law, Lansing, Michigan
Juris Doctor, 2007

- Litigation concentration
- Fifth Best School Litigator in Trial Competition
- Mock Trial Board – Executive Board
- Moot Court Board
- Phi Delta Phi

University of Florida, Gainesville, Florida
Bachelor of Art in Religious Studies, 2004

- Pi Lambda Phi, Vice President and re-founding member
- Intra-Fraternity Council Member
- Gainesville High School Girls Varsity Soccer Coach

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Justin York

Professional Experience

Linebarger Goggan Blair & Sampson, LLP
Attorney

2016 – Present
Orlando, Florida

- Manages and oversees central Florida operations
- Provides guidance on state legislative matters

Lydecker Diaz
Attorney

2014 – 2016
Orlando, Florida

- Represented individual, corporate, and governmental clients in civil actions from the pleadings stage of the case to jury trial.
- Analyzed legal issues presented by each case and advise clients and insurance companies as to litigation strategy and the potential for pre-trial settlement.
- Researched and analyze local government, personal injury, premises liability, negligent security, construction, workers' compensation, motor carrier safety, landlord-tenant, consumer class action, and condominium and homeowner's association law.
- Drafted substantive motions, including motions to dismiss; discovery motions; pre-trial motions; motions for summary judgment; and motions for sanctions.
- Managed pre-suit claims and civil cases to insure the steady progression and advancement of claims and cases to an ultimate resolution.

Brownstone, P.A.
Appellate Attorney

2013 – 2013
Winter Park, Florida

- Drafted federal and state habeas corpus petitions.
- Drafted federal and state appellate briefs for civil and criminal cases.
- Drafted pre-trial motions, motions for summary judgment, motions to dismiss, motions for default, motions to withdraw pleas, motions to correct illegal sentences, motions to modify or reduce sentences, and motions for post-conviction relief.
- Researched and analyzed criminal, commercial, property, mortgage foreclosure and procedural law.
- Clerked seasonally from May 2011 through August 2011 as well as December 2012 through January 2013.

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Wicker, Smith, O'Hara, McCoy & Ford, P.A.
Summer Associate

2012 – 2012
Orlando, Florida

- Drafted memos on various legal issues for in-house legal analysis and strategy.
- Reviewed and analyzed discovery in the course of trial preparation.
- Researched and analyzed medical malpractice, premises liability, workmen's compensation and procedural law.
- Investigated and verified claim veracity for coverage under Florida PIP statute.

Webb, Finch & Wells, P.A.
Legal Intern

2008 – 2010 (*seasonal*)
Longwood, Florida

- Drafted substantive pleadings, including initial complaints, discovery motions, motions to dismiss, and motions for summary judgment.
- Liaised with clients regarding discovery production and case management.
- Researched and analyzed personal injury, worker and consumer protection, premises liability, and property law.

Licenses & Certifications

- Admitted to practice in State Bar of Florida

Current Professional Memberships

- District Supervisor – Seminole County Soil and Water Conservation District (Jan 2015 – Present)
- City of Lake Mary Planning and Zoning Board (Jan 2014 – Present)

Community Involvement

- Community Leaders and Elected Officials (CLEO)
- The Seminole County Bar Association
- The Federalist Society
- The Seminole County Republican Executive Committee (Treasurer)
- The Knights of Columbus
- The James Madison Institute

Education

University of Florida, Levin College of Law, Gainesville, Florida
Juris Doctor, 2013

- Florida House Majority Office, Legislative Intern (August 2012 – May 2013); Mitt Romney 2012, Young Americans Coalition Florida Co-Chair (May 2011 – November 2012); Law College Council, Executive Board Member (August 2011 – May 2012); Journal of Law and Public Policy, Fundraising/ Alumni Chair (Jan. 2012 to April 2012); Federalist Society for Law

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and Public Policy Studies, Vice President (Apr. 2011 – May 2012); Law School Republicans, Vice Chairman (Jan. 2011 – May 2012).

University of Central Florida, Orlando, Florida
Bachelor of Arts in History and Political Science, 2010

- Graduated Cum Laude; recipient of Florida Bright Futures Scholarship (100% Tuition); graduated with Honors in the Major (American History), recipient of the Phillips Foundation's Ronald Reagan College Leaders Scholarship, and recipient of the UCF Merit Award.

- Florida Federation of College Republicans, State Chairman (2009-2010); College Republicans, Chairman (2008-2009); U.S. Senator Mel Martinez, Orlando Office Intern (May 2009 – August 2009); Florida Senator Lee Constantine, District Office Intern (May 2007-August 2007); John McCain 2008, Students Coalition Florida Co-Chair (Mar. 2007–Nov. 2008).

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R. Trevor Balderrama

Professional Experience

2016 — Present
Linebarger Goggan Blair & Sampson, LLP
San Antonio, Texas

Director of Fees & Fines

- Directs and manages all systems and operations of the law firm's Fees & Fines Division. This division of the firm concentrates on collecting government receivables not related to real property. These include parking and traffic citations, red-light violations, business tax, and other types of receivables.
- Participates in the firm's marketing efforts by working with senior client staff members and elected officials on computer and operations related issues;

2012 — December 2015
Linebarger Goggan Blair & Sampson, LLP
San Antonio, Texas

Contract Manager Supervisor/ Special Projects Administrator

- Oversee Contract Managers and support personnel in daily activities
- Routinely meet with 3rd party agencies in developing IT requirements and recommending solutions
- Research and develop internal business solutions to advance firm efforts and maximize client benefits
- Coordinate internal resources and software vendors to implement new clients
- Oversee/Implement all technology requirements related to a contract
- Assist government agencies in identifying program specifications to facilitate contract implementation
- Provide government agencies advanced statistical reporting and support in identifying opportunity for improvements to collections
- Serves as liaison with agencies post implementation in addressing data issues and reporting any that may arise

2004 — December 2012
Linebarger Goggan Blair & Sampson, LLP
San Antonio, Texas

Contract Manager

- Coordinate internal resources and software vendors to implement new clients
- Oversee/Implement all technology requirements related to a contract
- Assist government agencies in identifying program specifications to facilitate contract implementation
- Provide government agencies advanced statistical reporting and support in identifying opportunity for improvements to collections
- Serves as liaison with agencies post implementation in addressing data issues and reporting any that arise

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2007 — 2007
New York Life
San Antonio, Texas

Registered Financial Agent

- Met with and understood my clients on a personal level through fact-finding interviews via the phone or in person
- Performed a needs analysis regarding their present situation and future goals in order to find solutions that would benefit their estate planning

Education

University of Texas at San Antonio, San Antonio, Texas
Masters of Education, In Progress

University of Texas at San Antonio, San Antonio, Texas
Bachelor of Business Administration, 2003

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John M. Wilson

Professional Experience

2003 — Present
Linebarger Goggan Blair & Sampson, LLP
San Antonio, Texas

San Antonio Call Center Manager

- Manages daily operations of Call Center.
- Recruits, trains, and evaluates collection and administrative staff.
- Ensures that maximum recovery results are achieved on portfolio consisting of fees, fines, civil, criminal, juvenile, utilities, commercial debt, and unemployment overpayments.
- Analyzes trends and implements measures to improve productivity.

2002 — 2003
Greentree Finance Company
Birmingham, Alabama

Collection Manager

- Responsible for minimizing delinquency and repossessions of Manufactured Housing portfolio.

2000 — 2002
Aarons Lease Purchase
Birmingham, Alabama

Collection Manager

- Responsible for minimizing delinquency and retrieval of lease to purchase merchandise.

2000
National Asset Recovery
Atlanta, Georgia

General Manager

- Responsible for daily operations of collection agency call center handling various debt portfolios.

1997 — 2000
Consolidated Accounts Management
Birmingham, Alabama

Chief Operating Officer

- Responsible for daily operations of a medical collection agency.
- Protected existing client base while marketing new clients and product services.
- Evaluated subcontracted collection attorneys and agencies.
- Forecast revenue, expense, and profit.

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1992 — 1995
THE Finance Company
Jacksonville, Florida

Regional Collection Manager

1974 — 1992
Capital Credit Corporation
Jacksonville, Florida

Collector to National Training Director

Education

Southern Methodist University, Dallas, Texas
Bachelor of Business Administration, 1976

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Sonny Holtzman

Professional Experience

1958 — Present
Holtzman Group, LLC
Coral Gables, Florida

Founding Partner

- Practice is based on comprehensive understanding of and relationships with federal, state, local and international governmental agencies in transportation, health care, banking, insurance, environmental issues and trade.

1993 — 1995
Miami-Dade County Housing Finance Agency
Miami, Florida

Board of Directors

1996 — 2001
Miami-Dade County Expressway Authority
Miami, Florida

Chairman

- Directed and managed the development of the Miami-Dade Expressway Authority's 20-year, $2.75 billion master transportation plan, designed to meet Miami's expressway needs through the year 2020.

1998 — 2005
Transportation and Expressway Authority Membership of Florida (TEAMFL)
Orlando, Florida

Chairman, 2001, Director 2001-Present

- Assisted in growth of TEAMFL which resulted in it becoming one of the largest statewide transportation organizations in the nation.
- Appointed by TEAMFL in March, 2012 to U.S. Department of Transportation's (DOT) Intelligent Transportation Systems (ITS) Program Advisory Committee for a two-year term.

Community Involvement

- Assisted the Cuban-American leadership in passing the Radio Marti legislation in the United States Senate.
- Honorary Consul, Republic of Panama in Miami.
- Past Chairman, Florida Parimutuel Commission.
- Past President, Family Counseling Services of Miami-Dade County.
- Current Member, City of Miami Charter Review & Reform Committee.
- Current Member, Selection Committee for Internal Auditor, Miami-Dade Board of County Commissioners.

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Current Professional Memberships

- Florida Bar (Since 1958)
- Dade County Bar Association (Since 1958)

Recent Awards & Recognition

- *Miami Today's* Gold Medal Award for individual achievement (2001)
- Order of Vasco Nuñez de Balboa (the highest award conferred upon a non-Panamanian citizen, for efforts in restoring democracy to the Republic of Panama)
- U.S. Army-Korean Service Medal

Education

University of Miami, Miami, Florida
Juris Doctor, 1957

- Phi Delta Phi
- Omicron Delta Kappa
- Editor-in-Chief, *Miami Law Review*

University of Pittsburgh, Pittsburgh/Pennsylvania
Bachelor of Science (Business Administration), 1952

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LINEBARGER
ATTORNEYS AT LAW

Exhibit B: Sample Reports

We offer the following reports as samples of the types used for other contracts. We acknowledge that the content of these reports may not be 100 percent relevant to the Clerk of Courts for Broward County, Florida (Clerk), but instead serve to illustrate the kind of reports available to the Clerk.

Upon contract award, Linebarger will work with the Clerk to create customized documents for this project that reflect the exact requirements, format and content, as well as any Clerk preferences.

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SAMPLE ENTITY

Fees and Fines Collection Activity Report

DATE: XX/XX/XXXX

LINEBARGER
ATTORNEYS AT LAW

Linebarger Goggan Blair & Sampson, LLP

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Collections Activity Summary

Collection Disposition Summary – MONTH 20xx	
Citations Assigned	160
Amount Assigned	$62,963
Citations Collected	77
Amount Collected	$26,009
Citations Cancelled	29
Amount Cancelled	$11,321
Citations Resolved	106
Amount Resolved	$37,330

Collection Disposition Summary - Contract to Date	
Citations Assigned	27,617
Amount Assigned	$10,158,910
Citations Adjusted	7,353
Amount Adjusted	($899,891)
Citations Collected	9,717
Amount Collected	$3,254,920
Citations Cancelled	11,469
Amount Cancelled	$3,106,068
Citations Resolved	21,186
Amount Resolved	$6,360,988
Dollar Resolution Rate	71.5%

Collection Activity – MONTH 20xx		
Letters		170
Address/Phone Updated		256
Phone Activity	Inbound	11
	Outbound	846

Collection Activity - Contract to Date		
Letters		33,080
Address/Phone Updated		10,375
Phone Activity	Inbound	3,936
	Outbound	130,894

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Status of Open Accounts

Status	Count	Amount
ACT - Active Account	5,888	$2,238,039
ATT - Attorney Contact Only	84	$38,356
BKR - Bankruptcy	5	$1,505
BPS - Broken Promise	8	$3,606
DCN - Debtor Contact No Results	1	$491
DEC - Deceased No Estate Or Beyond Claim	53	$15,870
DIS - Disputed	17	$6,233
INC - Incarcerated	37	$13,110
PPA - Partial Payments Made To Court - Client	1	$327
PRM - Promise Payment	88	$33,600
REF - Refuse To Pay	30	$13,258
SKP - Skip Tracing For Location	1,544	$519,701
WAR - Warrant Account	5	$1,176
Total	**7,761**	**$2,885,274**

AMERICAN OVERSIGHT

Monthly Collection Activity
Last 24 Months*

Year	Month	Letters Mailed	Address/Phone Updated	Phone Activity		Dollars Collected
				Inbound	Outbound	
20xx	April	170	256	11	846	$26,009
	March	1,466	91	91	785	$30,908
	February	250	45	23	811	$8,997
	January	37	254	18	1,476	$10,840
20xx	December	74	22	0	780	$14,646
	November	0	53	7	625	$18,956
	October	0	58	18	645	$16,082
	September	2,075	122	77	597	$16,076
	August	0	34	2	691	$25,496
	July	59	43	2	865	$17,882
	June	0	34	43	1,303	$13,268
	May	0	47	11	1,578	$26,435
	April	143	49	22	1,853	$38,080
	March	224	116	82	1,335	$43,809
	February	1,719	306	95	998	$9,926
	January	233	56	21	760	$13,703
20xx	December	211	56	13	629	$13,652
	November	140	38	8	849	$17,339
	October	89	45	8	810	$11,439
	September	158	73	16	723	$21,153
	August	216	62	25	876	$17,318
	July	248	335	29	1,247	$21,200
	June	93	74	29	1,156	$15,887
	May	201	47	11	1,056	$20,426
	April	312	100	31	1,131	$52,029
Total*		**8,118**	**2,416**	**693**	**24,425**	**$521,553**

*** Amounts noted represent the total for each month & are not cumulative (i.e. not contract to date).**

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Portfolio Analysis
Outstanding Placements

	Accounts	Dollars	Acct. Pct.	Dollar Pct.	Average Balance
ALL ACCOUNTS	7,761	$2,885,274.04	100.00%	100.00%	$371.77
ADDRESSES					
No Mailing Address	40	$9,548.15	0.52%	0.33%	$238.70
Returned Mail	2,830	$993,528.42	36.46%	34.43%	$351.07
Good Address	4,891	$1,882,197.47	63.02%	65.23%	$384.83
OFFENSE AGE					
One Year or Less	17	$5,482.10	0.22%	0.19%	$322.48
1-2 Years	445	$169,656.77	5.73%	5.88%	$381.25
2-3 Years	992	$396,858.33	12.78%	13.75%	$400.06
+3 Years	6,307	$2,313,276.84	81.27%	80.18%	$366.78
PLACEMENT AGE					
One Year or Less	441	$171,181.19	5.68%	5.93%	$388.17
1-2 Years	1,288	$512,732.30	16.60%	17.77%	$398.08
2-3 Years	746	$313,603.09	9.61%	10.87%	$420.38
+3 Years	5,286	$1,887,757.46	68.11%	65.43%	$357.12

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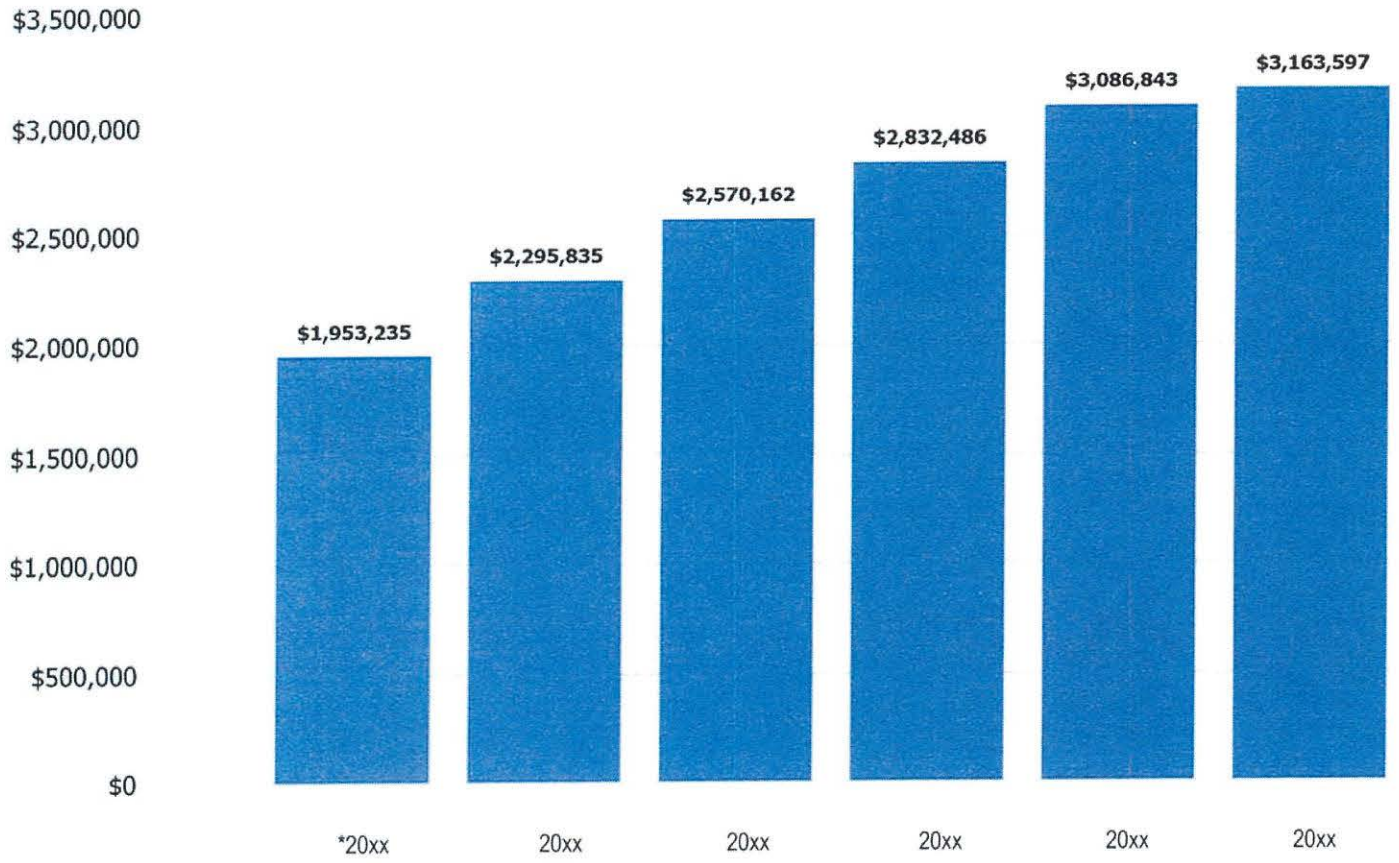
Placement Activity Summary - Contract to Date								
Year	Month	Count #	Orig Placement $	Cancelled $	Adjustment $	Net Placement $	Collected $	Collected %
	April	160	$62,963	$0	$0	$62,963	$0	0.00%
	March	86	$32,917	$0	$0	$32,917	$553	1.68%
	February	107	$40,473	$0	($896)	$39,578	$4,615	13.62%
	January	109	$43,150	$1,143	($450)	$41,557	$2,604	9.73%
20xx Summary		**462**	**$179,503**	**$1,143**	**($1,346)**	**$177,014**	**$7,772**	**5.72%**
	December	0	$0	$0	$0	$0	$0	0.00%
	November	0	$0	$0	$0	$0	$0	0.00%
	October	0	$0	$0	$0	$0	$0	0.00%
	September	0	$0	$0	$0	$0	$0	0.00%
	August	0	$0	$0	$0	$0	$0	0.00%
	July	5	$1,940	$0	$0	$1,940	$0	0.00%
	June	0	$0	$0	$0	$0	$0	0.00%
	May	0	$0	$0	$0	$0	$0	0.00%
	April	6	$2,872	$0	$0	$2,872	$0	0.00%
	March	127	$55,938	$10,175	($662)	$45,101	$8,622	34.79%
	February	232	$89,941	$21,478	($1,964)	$66,500	$14,200	41.85%
	January	351	$140,246	$26,401	($4,023)	$109,822	$16,004	33.10%
20xx Summary		**721**	**$290,936**	**$58,054**	**($6,649)**	**$226,233**	**$38,826**	**35.58%**
	December	319	$126,618	$21,166	($3,389)	$102,063	$15,863	31.92%
	November	346	$142,879	$32,154	($4,801)	$105,925	$17,260	37.94%
	October	3	$1,347	$467	$0	$880	$402	64.48%
	September	222	$88,297	$21,585	($3,233)	$63,479	$22,864	54.00%
	August	187	$75,970	$20,885	($3,440)	$51,646	$15,339	52.21%
	July	210	$87,127	$23,717	($1,223)	$62,187	$14,950	45.78%
	June	147	$61,419	$14,441	($5,175)	$41,803	$14,572	55.66%
	May	3	$1,335	$337	($208)	$791	$259	60.18%
	April	563	$227,179	$76,271	($7,466)	$143,442	$29,379	49.79%
20xx Summary		**2,368**	**$970,344**	**$250,101**	**($33,223)**	**$687,020**	**$178,010**	**47.54%**
20xx Summary		**877**	**$372,940**	**$74,810**	**($16,948)**	**$281,182**	**$112,026**	**54.64%**
20xx Summary		**3,508**	**$1,489,492**	**$554,495**	**($40,826)**	**$894,171**	**$359,039**	**64.07%**
20xx Summary		**2,587**	**$1,088,602**	**$455,316**	**($8,783)**	**$624,504**	**$321,675**	**72.18%**
Prior Years		**14,750**	**$5,768,153**	**$1,710,715**	**($792,116)**	**$3,265,322**	**$2,237,573**	**82.18%**

AMERICAN OVERSIGHT

MONTH 20XX

SAMPLE ENTITY

Delinquent Fees and Fines Cumulative Collections



*Includes Prior Years

Note: Current Year as of Reporting Month
First Accounts Placed: February 20xx

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Activity Reports

Acknowledgement Report

acknowledgment sample xx

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP DATE: 11-28-xx

CLIENT NO. Sample 01

Sample Client
Sample Address
Sample Address

We are pleased to acknowledge the accounts listed below which have been assigned to this office for collection.

NAME	ACCOUNT NUMBER	ASSIGN DATE	AMOUNT
LASTNAME, FIRSTNAME	965333333333	11-25-xx	25.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	1410.80
LASTNAME, FIRSTNAME	965333333333	11-25-xx	3691.55
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	150.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	75.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	56.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	167.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	100.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	150.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	150.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	75.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	33.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	36049.52

[CONTINUED NEXT PAGE]

NAME	ACCOUNT NUMBER	ASSIGN DATE	AMOUNT
LASTNAME, FIRSTNAME	965333333333	11-25-xx	24277.76
LASTNAME, FIRSTNAME	965333333333	11-25-xx	75.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	16070.96
LASTNAME, FIRSTNAME	965333333333	11-25-xx	849.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	150.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	75.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	7109.75
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	55.50
LASTNAME, FIRSTNAME	965333333333	11-25-xx	163.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	4373.31
LASTNAME, FIRSTNAME	965333333333	11-25-xx	150.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	50.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	41.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	75.00
LASTNAME, FIRSTNAME	965333333333	11-25-xx	429.50

TOTAL NUMBER OF ACCOUNTS ASSIGNED: 38
TOTAL DOLLAR AMOUNT ASSIGNED: $96,577.65

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

AMERICAN OVERSIGHT

Recall/Cancel Report

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP DATE: 11-15-XX

CLIENT NO. CO543330

Sample Client
Sample Address
Sample Address

The following debtors assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNT NAME	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	1109.00	1109.00	E07-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	52.00	52.00	E06-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	124.00	124.00	E07-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	966.75	966.75	E06-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	159.50	159.50	E06-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	911.00	911.00	E06-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	898.00	898.00	H06-00000-00000
SHINEY, PENNY O RECALLED BY CLIENT	04 NOV XX	91.00	91.00	E06-00000-00000
LASTNAME, FIRSTNAME RECALLED BY CLIENT	04 NOV XX	787.00	787.00	E07-00000-00000

TOTAL NUMBER OF ACCOUNTS: 9
TOTAL DOLLAR AMOUNT CANCELLED: $5,098.25

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

AMERICAN OVERSIGHT

Financial Reports

Remittance Report

remit report sample xx

Sample Client PAYMENT REPORT 09:52:02am 15 Nov 20xx

CLIENT#.....	TC	DNUM	C.D.#	CASE#.....	PMT DATE	Tot Pmt	Fine Pd	Law Comm
SSCLIENT1		80000000	000MMMMMMM	XXXXXXXXXXX421CIXXMA1	11-13-xx	131.60	94.00	37.60
SSCLIENT1		8000000	000MMMMMMMM	XXXXXXXXXXX422CIXXMA1	11-13-xx	222.60	159.00	63.60
SSCLIENT1		8000000	000MMMMMMM	XXXXXXXXXX3423CIXXMA1	11-13-xx	84.00	60.00	24.00
SSCLIENT1		80000001	00MMMMMMMMM	XXXXXXXXXX6810CIXXMA1	11-13-xx	129.50	92.50	37.00
SSCLIENT1		8000000	00MMMMMMMM	XXXXXXXXXXX873CIXXMA1	11-13-xx	79.80	57.00	22.80
SSCLIENT1		8000000	00MMMMMMMMM	XXXXXXXXXX6591CIXXMA1	11-13-xx	201.60	144.00	57.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXX41546CIXXMA1	11-13-xx	57.40	41.00	16.40
SSCLIENT1		8000000	MMMMMMMM	XXXXXXXXXXX244CIXXMA1	11-13-xx	187.60	134.00	53.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX243CIXXMA1	11-13-xx	257.60	184.00	73.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX969CIXXMA1	11-13-xx	170.80	122.00	48.80
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX177CIXXMA1	11-13-xx	57.40	41.00	16.40
	***					1579.90	1128.50	451.40
Totals for SSCLIENT1						1579.90	1128.50	451.40
SSCLIENT1		30000000		XXXXXXXXXXX644AXXXMA1	11-13-xx	45.00	32.14	12.86
	***					45.00	32.14	12.86
Totals for SSCLIENT1						45.00	32.14	12.86
						1624.90	1160.64	464.26

12 records listed.

AMERICAN OVERSIGHT

Invoice

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

100 THROCKMORTON, SUITE 300
FORT WORTH, TX 78232

(817) 877-4589
FAX (817) 877-0601

2/13/20xx

INVOICE

Fees and Fines for Sample Client

Sample Client
Sample Address
Sample Address

Fees for collections during September 20xx due to Linebarger Goggan Blair & Sampson, LLP for the collection of fees and fines for Sample Client

Sample Client for September 20xx collections	$XXX
Sample Client for September 20xx fees due LGB&S, LLP	$XXX

Please make your check payable to *Linebarger Goggan Blair & Sampson, LLP* and mail to:

Linebarger Goggan Blair & Sampson, LLP
P.O. Box 17428
Austin, Texas 78760-7428

Attention: Accounts Receivable

Please include a copy of this invoice with your payment.

AMERICAN OVERSIGHT

Billing Statement

SAMPLE CLIENT

10/31/20XX

Transaction Date	Client Reference #	Name	Payment	Commission	Add On
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$149.50	$34.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$80.00	$80.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$20.00	$20.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$201.50	$46.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$292.50	$67.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$267.80	$61.80	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$245.70	$56.70	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$200.80	$55.80	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$230.10	$53.10	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$230.00	$54.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$127.40	$29.40	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$202.00	$46.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$156.00	$36.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$234.00	$54.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$195.00	$45.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$139.10	$32.10	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$292.50	$67.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$195.00	$45.00	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$239.20	$55.20	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$292.50	$67.50	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$291.30	$60.30	Yes
10/31/20XX	07-00000	LASTNAME, FIRSTNAME	$237.90	$54.90	Yes
	Total		**$4,519.80**	**$1,123.30**	

AMERICAN OVERSIGHT

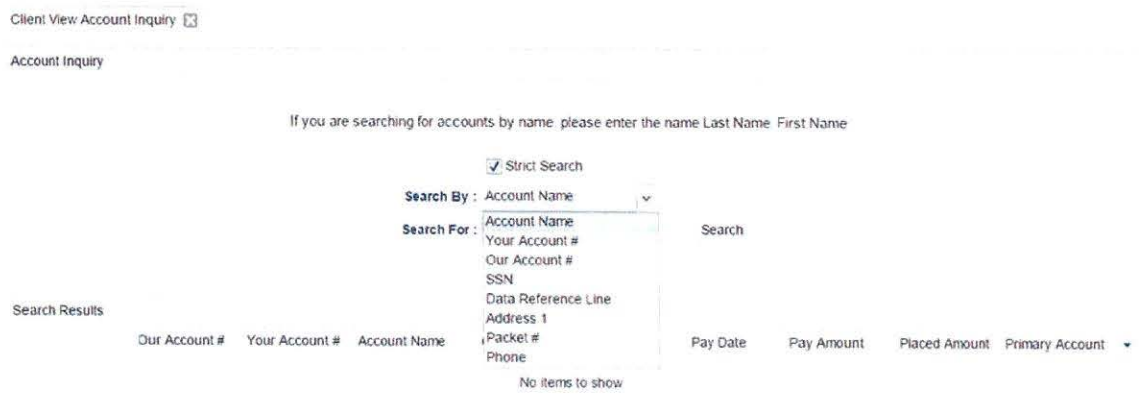
Online Reports

Client View Offers Real-Time Access to Your Data

Linebarger offers the Clerk access to account information through our web-based application, Client View. Client View provides straightforward, real-time access to account information for our clients. This easy-to-use interface solution puts live and up-to-the-minute account information at the Clerk's fingertips. The Clerk will be able to monitor account status and activity on an account-by-account basis, including letters, phone calls and collector notes. This includes selected monthly reports accessed via the website. These reports provide information on placements, collection rates, recall rates and other activities.

Combining the convenience of web-based access and the assurance of security, Client View is an added benefit to the Clerk or the Clerk's designated staff. Each user's access is limited to their entity's information only.

LGBS View Sample Screen



Clients have several options when searching for specific accounts to review. By clicking on the *Search By* drop-down menu, the standard search fields are displayed for selection by the client (Account Name, Your Account #, Our Account #, SSN, Data Reference Line, Address 1, Packet # and Phone).

Strict v. Non-Strict Searches

Clients can conduct a "Strict Search" by checking the box next to this term, meaning the search will use the exact parameters entered. A search for "Jones," for example, will return all accounts named Jones that the client has access to view. If this same client wishes to search for "Jones," but mistakenly enters "Jpnes," the search returns "No items to show." If "Strict Search" is unchecked, the search will take the information entered by the client to display all results that contain the data entered.

AMERICAN OVERSIGHT

Column Sorting Options

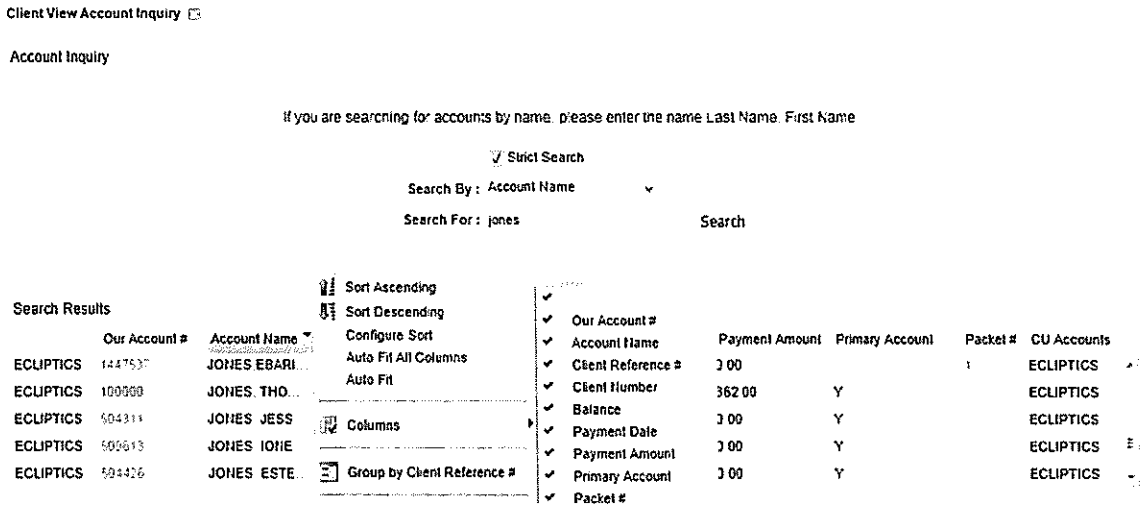
Columns can be highlighted and then sorted ascending, descending or configure sort where the user can choose to sort the data in different columns, and can be used to check for duplicate debtor numbers across logons, etc. You can sort single or multiple columns.

Column Sizing Options

- Auto Fit or Auto Fit All Columns - These options shrink the column to the width needed only to accommodate the largest value in the column.

Other Column Options

- -Column Hide or Display: This expandable menu option allows users to choose which columns to display in the Search Results section. When the user clicks the column option, a checkmark appears next to the selection signifying that selection will display in the search results. Clicking the column option again will de-select and hide the column
- -Group By: Allows the user to group accounts by logon, Client Number, Payment Date or other criteria
- -Ungroup: Reverses the grouping decisions made previously
- -Freeze: Locks a column in a certain position in the Search Results field such that other columns can only be sorted to the right of the frozen column(s)



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LINEBARGER
ATTORNEYS AT LAW

Exhibit C: Sample Notices

The following notices are included as samples only. The form and frequency of the actual notices can be tailored to meet the Clerk's needs.

AMERICAN OVERSIGHT

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AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW
P.O. Box 01-1861
Miami, FL 33101
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR
87654321

NOTICE OF UNPAID FEES, FINES, OR COSTS

Dear JOHN DOE:

Our law firm has been hired to represent the Clerk of the Courts for Broward County, Florida in the collection of unpaid fees and fines. Court records indicate the following fees, fines, or costs remain due and owing on the following cases:

Case #	Date	Amount Due	Description
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX

Please return the payment coupon below, along with your check or money order in the amount of $1,000.00, made payable to: Broward County Clerk of the Courts. To pay by credit card, call 1(866) 341-4498 or log on to http://www.lgbswebpayments.com and use **Client Code** CODE and **Online Payment Number** 87654321.

Please give this matter your immediate attention. Our toll-free telephone number is 1(866) 341-4498. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon.

If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, then within 30 days of receipt of this letter, please provide us at the address at the top of this letter, in writing, the case number and the name of the court in which your bankruptcy case was filed.

Sincerely,

Corey A. Hamilton
Attorney at Law

ACCOUNT SUMMARY

Debtor: JOHN DOE

Case #: ABC123, FL

Amount Due to: Broward County Clerk of the Courts

$1,000.00 as of MONTH/DAY/YEAR

PAYMENT OPTIONS

Log on to the following website to easily make your payment 24 hours a day:

www.lgbswebpayments.com

To pay with Credit Card or Check by Phone (ACH) use:

Client Code: CODE
Online Payment #: 87654321

Scan the QR Code for access to our mobile payment site:

QR CODE
¾" x ¾"

Call Center: 1(866) 341-4498
Monday—Thursday 7 AM - 9 PM
Friday 7 AM - 5 PM
Saturday 8 AM - noon

PLEASE DETACH THE REPLY FORM AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3X9 BAR CODE

Case #: XXXXXX
Payment should be in the form of a check or money order made payable to: **BROWARD COUNTY CLERK OF THE COURTS.**

When you provide a personal check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Payments by personal check may be held for up to 7 days to allow clearance from your bank.

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP
IMB

LGBS, LLP
CLIENT #: CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW
P.O. Box 01-1861
Miami, FL 33101
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR
87654321

NOTIFICACIÓN DE CUOTAS, MULTAS, O COSTOS IMPAGADOS

Estimado JOHN DOE:

Nuestro despacho de abogados ha sido contratado para representar al Secretario de la Corte del Condado de Broward, Florida en el cobro de cuotas y multas impagadas. Los registros de la corte indican que los siguientes cuotas, multas, o costos están adeudados y pendientes en los siguientes casos:

Caso #	Fecha	Monto Adeudado	Descripción
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXX

pagadero a: Broward County Clerk of the Courts. Para pagar con tarjeta de crédito, favor de llamar al 1(866) 341-4498 o entre a http://www.lgbswebpayments.com y utilice el **Client Code** CLIENT CODE y **Online Payment Number** 87654321.

Favor de su atención inmediata a este asunto. Nuestro número de teléfono gratuito es el 1(866) 341-4498. Nuestras horas de oficina son de lunes a jueves de 7:00 a.m. a 9:00 p.m., viernes de 7:00 a.m. a 5:00 p.m., y sábado de 8:00 a.m. hasta el mediodía.

Si usted es actualmente deudor en procedimiento de bancarrota, o si usted ha sido exonerado del pago de deudas a través de un procedimiento de bancarrota, entonces dentro de los siguientes 30 días de haber recibido esta carta, favor de proporcionarnos, a la dirección en la parte superior de esta carta y por escrito, el número de caso y el nombre de la corte a cargo del procedimiento.

Atentamente.

Corey A. Hamilton
Abogado

RESUMEN DE CUENTA

Deudor: JOHN DOE

Caso #: ABC123, FL

Monto Adeudado a: Broward County Clerk of the Courts

$1,000.00 a MONTH/DAY/YEAR

OPCIONES DE PAGO

Entre a la siguiente página de Internet para hacer su pago fácilmente las 24 horas del día:

www.lgbswebpayments.com

Para pagar con tarjeta de crédito o cheque por teléfono (ACH) utilice:

Client Code: CODE
Online Payment #: 87654321

Para acceso al sitio de pago por depositivo móvil con Código QR:

QR CODE
¾" x ¾"

Centro de Llamadas:
1(866) 341-4498
lunes—jueves 7 AM – 9 PM
viernes 7 AM - 5 PM
sábado 8 AM – mediodía

FAVOR DE DESPRENDER EL FORMULARIO DE RESPUESTA Y DEVOLVERLO EN EL SOBRE PROPORCIONADO

Linebarger Goggan Blair & Sampson, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3X9 BAR CODE

Caso #: XXXXXX
El pago deberá hacerse con cheque o giro bancario/postal pagadero a: **BROWARD COUNTY CLERK OF THE COURTS.**

Al hacer su pago con cheque personal, nos autoriza a hacer uso de la información en su cheque ya sea para una única transferencia electrónica de fondos de su cuenta, o bien para procesar el pago como cheque. Los pagos con cheque personal podrían retenerse por hasta 7 días para la liquidación por parte de su banco.

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP
IMB

LGBS, LLP
CLIENT #: CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
P.O. BOX 01-1861
MIAMI, FL 33101-1861
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Case #: NUMBER
999 Case(s) Totaling $1,000.00

WARNING: UNPAID CRIMINAL FEES, FINES OR COSTS

Dear JOHN DOE:

Our law firm has been hired to represent the Clerk of the Court for Broward County. You were charged with the following criminal violation(s) and court records indicate the fees, fines and costs were not paid in the time allowed.

Case #	Date	Amount Due	Description
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX

If your Florida driver's license has been suspended, for any reason, payment of the amounts owed does not reinstate your driver's license. To reinstate your Florida license, you must go to any Broward County Clerk of Court's office, or your local Department of Highway Safety and Motor Vehicle Office, present the D-6 clearance form provided by the Clerk of the Court and pay any applicable reinstatement fees. You are responsible for the reinstatement of your driver's license. Until your driver's license or privilege is reinstated, all enforcement mechanisms remain intact. Also, payment of the above referenced fine(s) does not discharge any existing Public Defender liens and/or restitution payments ordered by the court. Driving on a suspended driver's license could result in your arrest, as well as subject you to possible imprisonment and/or additional fees, fines and court costs.

To avoid further collection activity, return your payment in the amount of $1,000.00 with the payment coupon below **immediately**. Your cashier's check or money order should be made payable to: Clerk of the Court, Broward County. To pay by credit card, please call 1(866) 341-4498 or log on to http://www.lgbswebpayments.com and use **Client Code** CODE and **Online Payment Number** 87654321.

NOTE: Payments MUST be made by cashier's check, money order or credit card ONLY. We cannot accept personal checks. Please disregard this notice if you have made payment within the last 10 days.

If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, then within 30 days of receipt of this letter, please provide us at the address at the top of this letter, in writing, the case number and the name of the court in which your bankruptcy case was filed.

Our toll-free telephone number is 1(866) 341-4498. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon.

Sincerely.

Corey A. Hamilton
Attorney at Law

PLEASE DETACH AND RETURN THE REPLY FORM BELOW IN THE ENVELOPE PROVIDED

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3X9 BAR CODE

Case #: ALPHA / NUMERIC
Payment should be in the form of a cashier's check or money order made payable to: CLERK OF THE COURT, BROWARD COUNTY.
NOTE: Payments MUST be made by cashier's check, money order or credit card ONLY.
Personal checks will not be accepted

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check.

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

LGBS, LLP
CLIENT NUMBER: CLIENT CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
P.O. Box 01-1861
Miami, FL 33101-1861
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Caso #: NUMBER
999 Caso(s) Total $1,000.00

ADVERTENCIA: CRIMINAL SIN PAGAR CARGOS, MULTAS O COSTOS

Estimado JOHN DOE:

Nuestro bufete ha sido contratado para representar al Secretario del Tribunal del Condado de Broward. Se le ha acusado de una infracción de criminales siguientes y los registros del tribunal indican que usted no ha pagado los cargos, multas o costos en el tiempo permitido.

Caso #	Fecha	Monto a pagar	Descripción
XXXXXXXX	XXXX	XXXXXXXX	XXXXXXXX
XXXXXXXX	XXXX	XXXXXXXX	XXXXXXXX
XXXXXXXX	XXXX	XXXXXXXX	XXXXXXXX
XXXXXXXX	XXXX	XXXXXXXX	XXXXXXXX

Si su licencia de conducir de Florida ha sido suspendido, por cualquier motivo, el pago de la cantidad adeudada no restablecer su licencia de conducir. Para restablecer su licencia de Florida, debe ir a cualquier oficina del Secretario de la Corte del Condado de Broward, o su Departamento de Seguridad de Carreteras y Vehículos Motorizados local, presentar la forma D-6 proporcionada por el Secretario de la Corte y pagar cualquier cargos aplicables para restablecer su licencia. Usted es responsable del restablecimiento de su licencia de conducir. Hasta que se restablezcan su licencia o los privilegios para conducir, todos los mecanismos para hacer cumplir la ley siguen siendo válidos. Además, el pago de los cargos referidas arriba no obvia cualquier gravámenes del Defensor Público y/o pagos de restitución demandados por la Corte. Conducir con una licencia de conducir suspendida puede resultar en arresto, así como la posibilidad de encarcelamiento y/o cargos, multas, o gastos judiciales adicionales.

Para evitar más acciones de cobranza, envíe **inmediatamente** su pago por el monto de $1,000.00 con el cupón que aparece a continuación. Su cheque de cajero o giro postal deberá ser hecho a nombre de: Clerk of the Court, Broward County. Para pagar con tarjeta de crédito, llame al 1(866) 341-4498 o vaya a http://www.lgbswebpayments.com y use **Client Code** CODE y utilice **Online Payment Number** 87654321.

NOTA: Los pagos DEBEN hacerse con cheque de cajero, giro postal o tarjeta de crédito SOLAMENTE. No podemos aceptar cheques personales. Ignore esta notificación si efectuó su pago en los últimos diez días.

Si usted actualmente es un deudor en bancarrota o si usted ha sido liberado de deudas a través de un proceso de bancarrota, por favor envíenos a la dirección arriba indicada y por escrito, dentro de los 30 días de haber recibido esta carta, el número de caso y el nombre de la corte en el cual se presentó su proceso de bancarrota.

Nuestro teléfono gratuito es 1(866) 341-4498. Nuestras horas de oficina son de lunes a jueves de 7:00 a.m. a 9:00 p.m., los viernes de 7:00 a.m. a 5:00 p.m., y los sábados de 8:00 a.m. hasta el mediodía.

Atentamente.

Corey A. Hamilton
Abogado

SÍRVASE CORTAR Y ENVIAR EL FORMULARIO DE RESPUESTA SIGUIENTE EN EL SOBRE ANEXO

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3X9 BAR CODE

Caso #: ALPHA / NUMERIC

El pago deberá enviarse en forma de cheque de cajero o giro postal a nombre de: CLERK OF THE COURT, BROWARD COUNTY.
NOTA: Los pagos DEBEN hacerse con cheque de cajero, giro postal o tarjeta de crédito SOLAMENTE.
No se aceptarán los cheques personales.

Cuando usted proporciona un cheque de pago, nos autoriza a utilizar la información de su cheque para hacer una única transferencia electrónica de fondos de su cuenta o para procesar el pago como una transacción de un cheque.

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

LGBS, LLP
CLIENT NUMBER: CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
P.O. BOX 01-1861
MIAMI, FL 33101-1861
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Case #: NUMBER
999 Case(s) Totaling $1,000.00

TRAFFIC VIOLATION WARNING

Dear JOHN DOE:

Our law firm has been hired to represent the Broward County Clerk of the Court. Court records indicate that the following case(s) are pending for unpaid costs, fees, and fines.

Case #	Date	Amount Due	Description
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX

You have been charged with a civil traffic violation(s) and have failed to pay your fine(s) in the time allowed. If your Florida driver's license was suspended, for any reason, payment of the amounts owed does not reinstate your driver's license. To reinstate your Florida license, you must go to any Broward County Clerk of Court's office, or your local Department of Highway Safety and Motor Vehicle Office, present the D-6 clearance form and pay any applicable reinstatement fees. You are responsible for the reinstatement of your driver's license. Until your driver's license or privilege is reinstated, all enforcement mechanisms remain intact. Driving on a suspended driver's license could result in your arrest, as well as subject you to possible imprisonment and/or additional fees, fines, and court costs.

To avoid the above-mentioned scenario, return your payment in the amount of $1,000.00 with the payment coupon below **immediately**. Your cashier's check or money order should be made payable to: Clerk of the Court, Broward County. To pay by credit card, please call 1(866) 341-4498 or log on to http://www.lgbswebpayments.com and use **Client Code** CODE and **Online Payment Number** 87654321.

NOTE: Payments MUST be made by cashier's check, money order, or credit card ONLY. We cannot accept personal checks.

You may disregard this notice if you have made payment within the last 10 days. If you are now a debtor in bankruptcy, or if you have been discharged from debts through a bankruptcy proceeding, then within 30 days of receipt of this letter, please provide us at the address at the top of this letter, in writing, the case number and the name of the court in which your bankruptcy case was filed.

Our toll-free telephone number is 1(866) 341-4498. Our office hours are Monday through Thursday, 7:00 a.m. to 9:00 p.m., Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 8:00 a.m. to noon.

Sincerely,

Corey A. Hamilton
Attorney at Law

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT IN ENVELOPE PROVIDED

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3x9 BAR CODE

Case #: ALPHA / NUMERIC
Payment should be in the form of a cashier's check or money order made payable to: CLERK OF THE COURT, BROWARD COUNTY.
NOTE: Payments MUST be made by cashier's check, money order or credit card ONLY.
Personal checks will not be accepted.

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check.

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

LGBS, LLP
CLIENT #: CLIENT CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
P.O. Box 01-1861
Miami, FL 33101-1861
1(866) 341-4498 Toll-Free

Corey A. Hamilton, Partner
Licensed by Florida Bar

MONTH/DAY/YEAR

87654321

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

Caso #: NUMBER
999 Caso(s) que Suman $1,000.00

ADVERTENCIA DE INFRACCIÓN DE TRÁFICO

Estimado JOHN DOE:

Nuestro bufete de abogados ha sido contratado para representar al Secretario del Tribunal del Condado de Broward. Los registros del tribunal indican que el (los) caso(s) siguiente(s) está(n) pendiente(s) debido a gastos, cargos, y multas impagados.

Caso #	Fecha	Monto vencido	Descripción
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX
XXXXXXXX	XXXX	XXXXXXXXX	XXXXXXXXX

Se le ha acusado de una(s) infracción(es) civil de tránsito y no ha pagado la(s) multa(s) en el tiempo permitido. Si su licencia de conducir de Florida ha sido suspendido, por cualquier motivo, el pago de la cantidad adeudada no restablecer su licencia de conducir. Para restablecer su licencia de Florida, debe ir a cualquier oficina del Secretario de la Corte del Condado de Broward, o su Departamento de Seguridad de Carreteras y Vehículos Motorizados local, presentar la forma D-6 proporcionada por el Secretario de la Corte y pagar cualesquiera cargos aplicables para restablecer su licencia. Usted es responsable del restablecimiento de su licencia de conducir. Hasta que se restablezcan su licencia o los privilegios para conducir, todos los mecanismos para hacer cumplir la ley siguen siendo válidos. Conducir con una licencia de conducir suspendida puede resultar en arresto, así como la posibilidad de encarcelamiento y/o cargos, multas, o gastos judiciales adicionales.

Para evitar el escenario citado anteriormente, envíe **inmediatamente** su pago por la cantidad de $1,000.00 con el cupón de pago que se adjunta. Su cheque de cajero o giro postal deben ser a nombre de: Clerk of the Court, Broward County. Para pagar con tarjeta de crédito, llame al 1(866) 341-4498 o vaya a http://www.lgbswebpayments.com y use **Client Code** CODE y utilice **Online Reference Number** 87654321.

NOTA: Los pagos DEBEN hacerse con cheque de cajero, giro postal o tarjeta de crédito SOLAMENTE. No podemos aceptar cheques personales.

Por favor haga caso omiso de este aviso si efectuó su pago en los últimos 10 días. Si usted actualmente es un deudor en bancarrota o si usted ha sido liberado de deudas a través de un proceso de bancarrota, por favor envíenos a la dirección arriba indicada y por escrito, dentro de los 30 días de haber recibido esta carta, el número de caso y el nombre de la corte en el cual se presentó su proceso de bancarrota.

Nuestras horas de oficina son de lunes a jueves de 7:00 a.m. a 9:00 p.m., los viernes de 7:00 a.m. a 5:00 p.m., y los sábados de 8:00 a.m. hasta el mediodía.

Atentamente,

Corey A. Hamilton
Abogado

SEPARE Y DEVUELVA ESTA PARTE CON EL PAGO EN EL SOBRE ADJUNTO

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 659443
SAN ANTONIO TX 78265-9443

3x9 BAR CODE

Caso #: ALPHA / NUMERIC

El pago deberá enviarse en forma de cheque de cajero o giro postal a nombre de: CLERK OF THE COURT, BROWARD COUNTY.

NOTA: Los pagos DEBEN hacerse con cheque de cajero, giro postal o tarjeta de crédito SOLAMENTE.

No podemos aceptar cheques personales.

Cuando usted proporciona un cheque de pago, nos autoriza a utilizar la información de su cheque para hacer una única transferencia electrónica de fondos de su cuenta o para procesar el pago como una transacción de un cheque.

JOHN DOE
123 HOME STREET
CITY, STATE ZIP
IMB

LGBS, LLP
CLIENT #: CLIENT CODE
PO BOX 702118
SAN ANTONIO TX 78270-2118

AMERICAN OVERSIGHT

Certifications

AMERICAN OVERSIGHT

LINEBARGER
ATTORNEYS AT LAW

Exhibit D: ACA Certificates

AMERICAN OVERSIGHT

ACA
INTERNATIONAL

Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

Vicki Sierra

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 24, 2017

ACA
INTERNATIONAL

Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

Anna Cruz

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 26, 2017

AMERICAN OVERSIGHT

Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

Jessica Cantu

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 31, 2017

Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

LISA ARRINGTON

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 27, 2017

AMERICAN OVERSIGHT

ACA

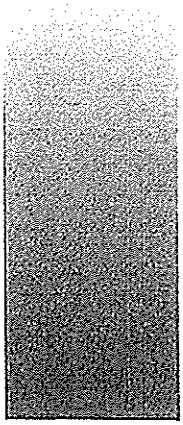
Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

DEVON CLARK

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 26, 2017



ACA

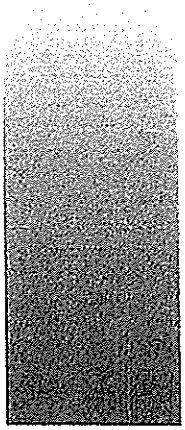
Certificate of Completion

ACA INTERNATIONAL IS PLEASED TO RECOGNIZE

Cristina Velasquez

FOR COMPLETING THIS ONLINE
FDCPA ESSENTIALS FOR COLLECTORS TRAINING COURSE ON

July 25, 2017



AMERICAN OVERSIGHT

Exhibit E: Insurance

AMERICAN OVERSIGHT

LINEBARGER
ATTORNEYS AT LAW

Exhibit E: Insurance

Following this page are certificates of insurance showing more detailed information regarding our current policies. If awarded the contract, revised certificates of insurance with all necessary modifications will be provided, as well as any necessary endorsements and/or additional forms as necessary.

Required insurance shall be maintained for the duration of the contract. Notice of cancellation will be delivered in accordance with policy provisions.

AMERICAN OVERSIGHT

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AMERICAN OVERSIGHT

196785

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Yvonne McClintock-Green
Commercial Lines - (713) 507-4700	PHONE (A/C, No, Ext): 281-677-0636 FAX (A/C, No): 610-537-2203
USI Insurance Services National, Inc.	E-MAIL ADDRESS: yvonne.mcclintock@usi.com
24 Greenway Plaza, Suite 1100	INSURER(S) AFFORDING COVERAGE / NAIC #
Houston, TX 77046-2401	INSURER A: Landmark American Insurance Company 33138
INSURED	INSURER B: AIG Specialty Insurance Company 26883
Linebarger Goggan Blair & Sampson, L.L.P.	INSURER C:
P. O. Box 17428	INSURER D:
	INSURER E:
Austin, TX 78760	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12561299 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Technology Professional Liab			LCY767042	12/31/2017	11/30/2018	$5,000,000 Technology Protection $5,000,000 Privacy Protection Module $5,000,000 Breach Costs	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Linebarger Goggan Blair & Sampson, L.L.P. P. O. Box 17428 Austin TX 78760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AMERICAN OVERSIGHT

CID: 196785

SID 12561299

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Excess Technology Professional			041745814	12/31/2017	11/30/2018	$5,000,000 excess of $5,000,000

Certificate of Insurance-Con't

AMERICAN OVERSIGHT

196785

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (713) 507-4700 USI Insurance Services National, Inc. 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	CONTACT NAME: Yvonne McClintock-Green PHONE (A/C, No, Ext): 281-677-0636 FAX (A/C, No): 610-537-2203 E-MAIL ADDRESS: yvonne.mcclintock@usi.com
INSURED Linebarger Goggan Blair & Sampson, L.L.P. P. O. Box 17428 Austin, TX 78760	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Casualty Company of Reading, PA — 20427 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: Transportation Insurance Company — 20494 INSURER E: Federal Insurance Company — 20281 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12561298 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT X LOC OTHER:			6045549661	12/31/2017	11/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6045549675	12/31/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6045549708	12/31/2017	11/30/2018	EACH OCCURRENCE AGGREGATE	$ $	15,000,000 15,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6045549689 6045549692 (CA)	12/31/2017 12/31/2017	11/30/2018 11/30/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Crime			8223-8181	12/31/2017	11/30/2018	$5,000,000 - Employee Theft $5,000,000 - Forgery & Alteration $75,000 Retention Each		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Linebarger Goggan Blair & Sampson, L.L.P.
P.O. Box 17428
Austin, TX 78760

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMERICAN OVERSIGHT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Pathfinder/LL&D Insurance Group, LLC
1160 Dairy Ashford Rd.
Suite 220
Houston TX 77079

CONTACT NAME:
PHONE (A/C, No, Ext): 281-556-9999 FAX (A/C, No): 281-556-9609
E-MAIL ADDRESS: ecom@pathfinderlld.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Endurance American Specialty	41718
INSURER B: QBE Insurance Corporation	39217
INSURER C: Landmark American Ins Co	33138
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Linebarger, Goggan Blair & Sampson, LLP
PO Box 17428
Austin TX 78760

LINEB-1

COVERAGES **CERTIFICATE NUMBER:** 7712512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			LPL10004865803	5/1/2017	5/1/2018	Each Claim	2,000,000
B	Excess Lia 1			QPL0223025	5/1/2017	5/1/2018	Each Claim	2,000,000
C	Excess Lia 2			LHZ763344	5/1/2017	5/1/2018	Each Claim	3,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Linebarger Goggan Blair & Sampson,L.L.P.
Box 17428
Austin TX 78760

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMERICAN OVERSIGHT

Exhibit C

The collection agency shall provide a quarterly report to the Clerk of the amounts placed and collected by case type. The collection agency shall report collections on the quarterly amounts placed through five quarters with each quarter reflecting on separate lines any adjustments to the initial amounts placed and the quarterly amounts of the cumulative collections. The report shall be similar in format to the provided sample report.

The overall report objective is to track the collections rate of the quarterly placed amounts over five quarters. For example, if the collection agency's first report shows collections on amounts placed for the quarter ending December 31, then the total collections on the amounts placed within the quarter ending December 31 shall be tracked for five quarters. If the initial quarter ends on December 31, 2018, the report will track the collections on those quarterly placed amounts up to December 31, 2019 (five quarters). The Clerk's file specifications transmitted to the collection agencies will permit them to report this data.

The collections data must reconcile to the Clerk's reported placement and payment data. However, the collection agencies must be able to submit upon request a data reconciliation report for any quarter being reported.

The collections report shall be submitted to the Clerk in an electronic format no later than the twentieth day of the month following the end of the quarter. The ends of the quarter are March 31, June 30, September 30, and December 31.

Each quarterly collections report shall contain the following information:

1. The name of the collection agency.
2. The date of the collections report.
3. The case type being reported.
4. The initial quarter ending date for the collection amounts being reported.
5. The cumulative amount of the actual collections by quarter.
6. The total amount of collections placed by quarter that include any Clerk issued adjustments.
7. The collection rate by quarter.

The collections reports shall be separated by case types which reflect the case categorizations used by the CCOC, for example, circuit criminal, county criminal, civil traffic, etc. The Clerk will provide the case designations for each category being reported, for example, CF case designations for circuit criminal or MM case designations for county criminal.

Adjustments to cases will be reported in the quarter in which they were received with appropriate adjustments to the other quarters being reported as indicated below.

Example case scenario for reporting adjustments: A placed amount of $100 on a circuit criminal case for the quarter ending March 31 was adjusted up to $200 in the quarter ending June 30. No payments were received on the placed amount. The adjusted $100 amount (the increased amount due) should be reported in the quarter ending June 30 and that amount should be tracked for five quarters (through the following June 30 report). The $100 originally placed amount reported in the quarter ending March 31 would still be reflected in the March 31 report group . The June 30 report would appear as follows:

AMERICAN OVERSIGHT

Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$0.00	$0.00			
	Amount Placed	$100.00	$100.00			
	Collection Rate	0.00%	0.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$100.00				
	Collection Rate	0.00%				

If a partial payment of $50 had been received by March 31 and a $25 payment had been received by June 30 on the original $100 placed amount, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$50.00	$75.00			
	Amount Placed	$100.00	$100.00			
	Collection Rate	50.00%	75.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$100.00				
	Collection Rate	0.00%				

If the originally placed amount of $100 in the quarter ending March 31 was reduced to $50 in the quarter ending June 30 and no payments were received, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018
	Cumulative Collections	$0.00	$0.00			
	Amount Placed	$100.00	$50.00			
	Collection Rate	0.00%	0.00%			

Placed Cases						
Quarter Ending	June 30, 2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018
	Cumulative Collections	$0.00				
	Amount Placed	$0.00				
	Collection Rate	0.00%				

AMERICAN OVERSIGHT

If the originally placed amount of $100 in the quarter ending March 31 was reduced to $50 in the quarter ending June 30 and $25 in payments were received in the quarter ending March 31, the June 30 report would appear as follows:

Placed Cases						
Quarter Ending	March 31, 2017	**3/31/2017**	**6/30/2017**	**9/30/2017**	**12/31/2017**	**3/31/2018**
	Cumulative Collections	$25.00	$25.00			
	Amount Placed	$100.00	$50.00			
	Collection Rate	25.00%	50.00%			

Placed Cases						
Quarter Ending	June 30, 2017	**6/30/2017**	**9/30/2017**	**12/31/2017**	**3/31/2018**	**6/30/2018**
	Cumulative Collections	$0.00				
	Amount Placed	$0.00				
	Collection Rate	0.00%				

AMERICAN OVERSIGHT

SAMPLE REPORT

Broward County Clerk of Courts
Quarterly Collections Performance Report

Collection Agency	**ABC Collections Agency**
Case Type	**Circuit Criminal**
Date of Report	**January 20, 2019**

Placed Cases

Quarter Ending	June 30, 2018	**6/30/2018**	**9/30/2018**	**12/31/2018**	**3/31/2019**	**6/30/2019**
	Cumulative Collections	$80,686.34	$136,680.66	$178,016.10		
	Amount Placed	$3,267,741.77	$3,264,991.57	$3,257,273.01		
	Collection Rate	2.47%	4.19%	5.47%		

Placed Cases

Quarter Ending	September 30, 2018	**9/30/2018**	**12/31/2018**	**3/31/2019**	**6/30/2019**	**9/30/2019**
	Cumulative Collections	$57,576.72	$107,087.61			
	Amount Placed	$2,212,967.95	$2,167,170.43			
	Collection Rate	2.60%	4.94%			

Placed Cases

Quarter Ending	December 31, 2018	**12/31/2018**	**3/31/2019**	**6/30/2019**	**9/30/2019**	**12/31/2019**
	Cumulative Collections	$62,193.98				
	Amount Placed	$2,302,567.46				
	Collection Rate	2.70%				

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ADDENDUM TO
AGREEMENT FOR COLLECTION SERVICES

THIS ADDENDUM TO AGREEMENT FOR COLLECTION SERVICES made and entered into on this 22nd day of April 2020, by and between BRENDA D. FORMAN, Broward County Clerk of Courts, 201 S.E. 6th Street, Room 18150, Fort Lauderdale, FL 33301, hereinafter referred to as "Clerk", and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, 44 West Flagler Street, Suite 1715, Miami, Florida 33130, hereinafter referred to as "Linebarger" or "Collection Agency," for debt collection services.

WITNESSETH

WHEREAS, pursuant to Section 28.246(6), Florida Statutes, the Clerk has the ability to contract with a private attorney or collection agent in pursuit of the collection of any fees, service charges, fines, court costs, and liens, and in reliance on Section 28.246(6) Clerk and Linebarger entered into the Agreement for Collection Services, hereinafter referred to as the "Agreement," on August 27, 2018;

WHEREAS, the Governor of the State of Florida declared a State of Emergency on March 9, 2020, due to the Novel Coronavirus Disease 2019 (COVID-19);

WHEREAS, Executive Orders have been issued by the Governor of the State of Florida, and several directives have been provided by the federal government, reflecting the intent of the State and Federal Governments to minimize the negative financial impact COVID-19 may have upon individuals;

WHEREAS, the Chief Judge of the Seventeenth Judicial Circuit in and for Broward County, Florida, issued Administrative Order 2020-32-Temp[1], *Third Emergency Administrative Order Coronavirus Disease 2019 (COVID-19),* on April 6, 2020, wherein the Chief Judge reinforced "the overarching intent of the Supreme Court emergency orders, and this Court's emergency orders" to alleviate the effect the of COVID-19, and provided an effective date of Monday, March 26, 2020 through Friday, May 29, 2020 for Seventeenth Judicial Circuit's Continuity of Operations Plan;

WHEREAS, within the Clerk's ministerial, non-discretionary role and in compliance with Section 28.246, Florida Statutes, the Clerk recognizes the potential negative fiscal impact COVID-19 may have on a customer's ability to become or remain compliant with a court-ordered financial obligation, and therefore, the Clerk desires to provide some fiscal relief to those customers; and

WHEREAS, the parties agree to temporarily modify the terms the Agreement due to the ongoing public health crisis in accordance with the Executive Orders from the Governor of the State of Florida and Administrative Order 2020-32-Temp.

[1] Attached hereto as Exhibit A.

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NOW, THEREFORE, the Agreement is hereby amended to reflect the following terms and conditions, and unless otherwise specifically addressed herein, all other terms and conditions of the Agreement shall continue and remain in full force and effect:

1. For cases assigned to the Collection Agency on or before March 15, 2020, the collection rate outlined in paragraph 3, subsection (a), of the Agreement will be decreased from 35 percent to 25 percent ("reduction of 10 percentage points"). This reduction will be in effect through May 29, 2020 unless an extension is mutually agreed to in writing by an authorized representative from each party. The parties agree the reduced collection rate will automatically terminate on May 29, 2020 at 11:59:59 p.m. The reduction of 10 percentage points reflects only a decrease in the mutually agreed upon Collection Agency's compensation rate, and does not impact the fiscal amount owed to the Clerk for court-ordered fees, services charges, fines, court costs, and liens.

2. The parties agree that no new cases will be assigned to the Collection Agency from April 7, 2020 through May 29, 2020.

3. Should any payment received by the Collection Agency from March 16, 2020 through May 29, 2020 include the court-ordered obligation plus the 25 percent collection rate plus the reduction of 10 percentage points, the Collection Agency shall refund to the defendant-customer the amount of the reduction of the 10 percentage points. Collection Agency agrees to refund for payments made through the Collection Agency, Clerk's office, and AMSCOT.

4. The Collection Agency agrees to promote the reduced collection rate by informing defendant/customers of same.

It is expressly agreed by the parties that this executed Addendum is supplemental to the executed Agreement for Collection Services, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect, and shall apply to this executed Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this executed Addendum and any provisions of the executed Agreement for Collection Services, the provisions of this executed Addendum shall in all respects govern and control.

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IN WITNESSES WHEREOF, the parties hereunto set their hands and seals on the dates listed below:

CLERK OF COURTS	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP.
Brenda D Forman	
Authorized Signature	Authorized Signature
Brenda D. Forman	Kelly Burnette
Typed or Printed Name	Typed or Printed Name
Clerk of Courts	Partner
Title	Title
4/22/20	4/23/20
Date	Date
Witness Signature	Witness Signature
4/22/20	4-22-2020
Date	Date

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Exhibit A

IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

Administrative Order 2020-32-Temp

THIRD EMERGENCY ADMINISTRATIVE ORDER
CORONAVIRUS DISEASE 2019 (COVID-19)

(a) Pursuant to Article V, section 2(d) of the Florida Constitution, and section 43.26, Florida Statutes, the chief judge of each judicial circuit is charged with the authority and the power to do everything necessary to promote the prompt and efficient administration of justice.

(b) The Centers for Disease Control and the Florida Department of Health have advised people to take precautions in light of the Coronavirus Disease 2019 (COVID-19) outbreak, and specifically noting that the best way to prevent illness is to avoid exposure to the virus.

(c) Because of the COVID-19 outbreak, Governor Ron DeSantis declared a State of Emergency on March 1, 2020, Broward County declared a Local State of Emergency on March 10, 2020, and the World Health Organization declared a global pandemic on March 11, 2020.

(d) Since March 17, 2020, the Florida Supreme Court has issued various emergency administrative orders, which may be found at https://www.floridasupremecourt.org/Emergency.

(e) On April 6, 2020, Chief Justice Charles Canady issued Administrative Order No. AOSC20-23, *In Re: Comprehensive COVID-19 Emergency Measures for the Florida State Courts*, extending state court COVID-19 emergency procedures through the month of May.

(f) As identified by Chief Justice Canady, the overarching intent of the Supreme Court emergency orders, and this Court's emergency orders, has been and continues to be to mitigate the impact of COVID-19, while keeping the courts operating to the fullest extent consistent with **public safety.**

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(g) In accordance with the authority vested in the chief judge by Article V, section 2(d) of the Florida Constitution, 43.26, Florida Statutes, Florida Rule of Judicial Administration 2.215, and to promote public safety amidst the current public health emergency, it is hereby **ORDERED:**

I. Continuity of Operations Plan

The Seventeenth Judicial Circuit Continuity of Operations Plan is activated. Except as set forth herein, normal operations of the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida are suspended from Monday, March 16, 2020 through Friday, May 29, 2020.

II. Guiding Principles

A. The presiding judge in all cases must consider the constitutional rights of all litigants, crime victims and criminal defendants, and the public's constitutional right to access to the courts.

B. This Administrative Order is intended to maintain judicial workflow to the maximum extent feasible by permitting proceedings to be conducted using technology.

C. Judges and court personnel who can effectively conduct court and judicial branch business from a remote location shall do so.

III. Mission Critical Events and Proceedings

A. The following procedures are hereby designated mission critical:

(1) First appearance hearings

(2) Criminal arraignments, when necessary

(3) Hearings on motions to set or modify monetary bail for individuals who are in custody

(4) Juvenile detention hearings

(5) Juvenile dependency shelter hearings

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(6) Petitions for judicial waiver of notice pursuant to section 394.01114, Florida Statutes

(7) Hearings on petitions for the appointment of emergency temporary guardian

(8) Risk protection orders and hearings

(9) Injunctions for protection against domestic violence, stalking, repeat violence, dating violence, and sexual violence, and hearings

(10) Injunctions for protection against exploitation of a vulnerable adult

(11) Baker Act and Marchman Act proceedings

(12) Extraordinary writs, related to the state of emergency or public health emergency or otherwise necessary to protect constitutional rights.

(13) Issuance of warrants or authorization for wiretaps

(14) Proceedings related to the state of emergency or public health emergency, including but not limited to violation of quarantine or isolation orders, violation of orders to limit travel, violation of orders to close public or private buildings, enforcement of curfew orders, habeas corpus petitions, and mandatory vaccinations.

(15) Any other emergency or time sensitive matter as determined by the chief judge.

IV. Handling of Mission Critical Events and Proceedings

A. First Appearance and Other Related Criminal Matters

(1) A first appearance docket and other essential criminal matters shall be held Monday through Friday as determined by the Chief Judge or designee. These dockets shall also include misdemeanor and felony domestic violence matters, and any matter involving the Department of Revenue as a party where the respondent is in custody pursuant to a civil writ as a result of his or her failure to pay child support.

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(2) On court holidays, Saturdays, and Sundays, the First Appearance docket shall be conducted at 8:30 a.m. only. First appearance matters held on court holidays, Saturdays, and Sundays include, juvenile detention hearings, misdemeanor and felony domestic violence matters, and any other proceeding determined essential by the Chief Judge or designee.

(3) **Location.** First appearance hearings will be held in ***Courtroom WW4155*** of the Broward County Courthouse-West Tower, 201 S.E. 6th Street, Fort Lauderdale, Florida 33301.

(4) The Chief Judge and/or Administrative Judge of the County Court will assign judges to preside over first appearance during the suspension of the court's normal operations.

(5) Family members of defendants appearing for their initial appearance, and witnesses and victims and their family members, if any, may be permitted access to the courthouse for the limited purpose of attending first appearance.

(6) Until further order of the court, the Public Defender shall be appointed for all first appearance hearings without the necessity of an affidavit of indigence.

(7) **Emergencies.** The clerk shall direct any emergency to the division judge if he or she is available. If the division judge is not available, the motion shall be brought to the attention of the Administrative Judge of the Circuit Criminal Division or Chairperson of the County Criminal Division, as appropriate, and if either are unavailable, to the Chief Judge. All hearings scheduled under this section shall be heard as determined by the Chief Judge or designee.

(8) **Warrants.** All warrants and applications for wiretaps shall be submitted to the Criminal Duty Judge for review.

(9) The Chief Judge, in consultation with the State Attorney, Public Defender or private counsel representing a defendant currently in the custody of the Broward Sheriff's office, may discharge a defendant, terminate his or her sentence or defer completion of their sentence in order to prevent the spread of COVID-19.

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(10) **Public Health Violations.** Any person who violates any rule adopted under section 381.00315, Florida Statutes, any isolation or quarantine, or any requirement adopted by the Department of Health in accordance with a declared public emergency, commits a misdemeanor of the second degree. Due to the danger to the public health for such violation, the bond amount shall be set at "no bond." *See Varholy v. Sweat*, 15 So. 267 (Fla. 1943) ("To grant release on bail to persons isolated and detained on a quarantine order because they have a contagious disease which makes them dangerous to others, or to the public in general, would render quarantine laws and regulations nugatory and of no avail."). This provision does not preclude the judge presiding at first appearance hearings from modifying the "no bond" status, if appropriate. Administrative Order 2019-98-Crim (Establishing a Bond Schedule) remains in place. However, this provision shall control to the extent it may be on conflict with any provision of Administrative Order 2019-98-Crim.

B. Shelter Hearings

(1) A shelter docket (Monday through Sunday and court holidays) shall be conducted as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Dependency Division. The Chief Judge, Administrative Judge of the Unified Family Court, or Chairperson of the Dependency Division will assign judges to preside over the shelter docket.

(2) Parents of sheltered children may be permitted access to the courthouse for the limited purpose of attending a shelter docket.

(3) **Emergencies.** All emergency motions relating to dependency actions, including but not limited to emergency motions for change of placement, emergency medical procedures, travel, pick up orders, and injunctions under Chapter 39, Florida Statutes, shall be heard on the shelter docket, as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Dependency Division.

(4) **Judicial Waiver.** All petitions filed by minors seeking a judicial waiver of parental notice of termination of pregnancy pursuant section

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394.01114, Florida Statutes, shall be heard on the next shelter docket following the filing of the petition, or next first appearance docket if a court holiday or weekend. The minor and her attorney shall be present at the hearing.

C. Juvenile Detention Hearings

(1) A juvenile detention docket (Monday through Friday) shall be conducted as determined by the Administrative Judge of the Unified Family Division and/or Chairperson of the Juvenile Delinquency Division. The Chief Judge or Administrative Judge of the Unified Family Court or Chairperson of the Juvenile Delinquency Division will assign judges to preside over detention hearings held Monday through Friday.

(2) Family members of defendants appearing for their hearing, witnesses and victims and their family members, if any, may be permitted access to the courthouse for the limited purpose of attending detention hearings. Further, any juvenile out of custody may be permitted into the courthouse to attend their hearing.

(3) ***Emergencies.*** All emergency motions relating to delinquency actions shall be heard on the detention docket, as determined by the Administrative Judge of the Unified Family Court and/or Chairperson of the Juvenile Delinquency Division.

D. Risk Protection Orders

(1) Law enforcement seeking to file petitions for risk protection orders (RPO) may continue to do so and the procedures set forth in Administrative Order 2019-12-Civ remain in place.

(2) All petitions filed during the suspension of the court's normal operations shall be sent to rpo@17th.flcourts.org and the assigned judge's division email address. Stipulations as to the entry of a final RPO should also be sent via electronic means to these email addresses.

(3) The judges assigned to any case involving a risk protection order shall strive to hold all hearings using communication equipment, if practicable.

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(4) All ex parte temporary orders granting a risk protection order where the final hearing cannot take place because of the court's closure shall remain in place until further order of the Court or as otherwise stipulated by the parties.

(5) Any final hearings, which cannot be completed using communication equipment while the courthouse is closed, are continued until further order of court. Nothing prohibits the parties from negotiating stipulations or agreed orders on the merits of the case.

(6) Three (3) day compliance hearings shall be conducted by telephone, if possible.

(7) If a motion is filed to extend a risk protection order, the previously issued risk protection order shall remain in place without further order of the Court until the matter can be rescheduled during normal courthouse operations.

(8) All hearings required to be held under section 790.401, Florida Statutes, shall be conducted using communication equipment, as described below.

E. Domestic Violence and Related Injunctions

(1) Individuals wishing to file petitions for injunction against domestic violence, stalking, or dating, repeat or sexual violence may continue to do so and security personnel and Broward Sheriff's Office deputies shall permit their entry to the courthouse facility for this limited purpose.

(2) **After-Hours.** The procedures for petitions for an injunction against domestic violence, stalking, or dating, repeat or sexual violence filed after normal court business hours (8:30 a.m. to 5:00 p.m.) set forth in Administrative Order 2019-81-UFC shall remain in place until further order of the court.

(3) The judges assigned to any domestic violence or related case shall strive to hold all hearings using communication equipment, if practicable.

(4) Any ex parte temporary injunction entered in a domestic violence or related case (stalking, dating violence, repeat violence, sexual violence) where the final hearing cannot take place because of the court's closure shall remain in place until further order of the court.

(5) Final hearings may be conducted remotely at the discretion of the presiding judge. Any final hearing which is currently scheduled that cannot be completed using communication equipment will be continued until further order of the court. Nothing in this

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Administrative Order precludes the parties from negotiating a stipulation as to the merits or agreeing to modify any terms of an injunction, provided however, any stipulation or modification must be submitted to and approved by the assigned division judge.

F. Probate, Guardianship, Mental Health

(1) Individuals wishing to file the following petitions are permitted access to the courthouse for such limited purpose:

(a) Baker Act
(b) Marchman Act
(c) Injunctions for protection against exploitation of a vulnerable adult
(d) Emergency Temporary Guardianship petitions

The Clerk shall immediately bring the filing of any of the above-listed petitions to the attention of the assigned division judge for appropriate action. In the event the assigned division judge does not respond, is unavailable, or is otherwise absent from the courthouse, the Clerk shall direct the matter to the Administrative Judge of the Probate Division for appropriate action.

G. Extraordinary Writs and Pandemic-Related Litigation.

(1) ***Extraordinary Writs.*** Any petition seeking extraordinary relief related to the COVID-19 outbreak or otherwise affecting an individual's constitutional rights shall be brought to the attention of the Chief Judge.

(2) The Clerk of Court shall immediately notify the Chief Judge of any legal matter filed relating to COVID-19. This includes, but is not limited to, petitions for writ of habeas corpus filed by individuals challenging a quarantine order and petitions to enforce quarantine orders.

H. Circuit Civil (including Unified Family and Probate) Emergencies.

Persons wishing to file an emergency motion or petition in a circuit civil case, including family and probate cases, may be permitted access to the courthouse to do so by dropping off the matter at the front desk of the West Tower of the Central Courthouse. Upon receipt of any emergency filing during the time the court's normal operations are suspended, the Clerk of Court shall contact

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the assigned division judge. In the event the assigned division judge is unavailable, the Clerk shall notify the Administrative Judge of Circuit Civil or Unified Family, as appropriate, who shall handle the matter or locate a judge in the appropriate division to handle the matter. In the event the administrative judges of circuit civil or unified family are unavailable, the Civil Duty Judge shall handle the matter. In the event the Civil Duty Judge is unavailable, Chief Judge shall handle the matter. If an evidentiary hearing is required as to any matter filed as and determined by the reviewing judge to be an emergency, the hearing shall be conducted using communication equipment.

I. Communication Equipment

(1) All mission critical/essential court proceedings shall be conducted using communication equipment. Communication equipment means "a conference telephone or other electronic device that permits all those appearing or participating to hear and speak to each other, provided that all conversations of all parties is audible to all persons present." *Fla. R. Jud. Adm.* 2.530. Communication equipment also includes videoconferencing methods.

(2) If the presiding judge determines that any mission critical proceeding requires an in-person hearing to be conducted prior to the resumption of the court's normal operations, the judge must first consult with the Chief Judge. If it is determined that an in-person hearing is required, the judge must ensure that social distancing occurs, as described in section V below.

V. Handling of Other Matters Not Mission Critical

A. All non-essential court proceedings, including non-jury trials, evidentiary hearings, motion calendar hearings, status conferences, pretrial conferences, and mediations, should continue in an effort to avoid substantial backlog of pending and newly-filed actions. To this end, proceedings in circuit civil, probate, and unified family (including non-essential dependency and delinquency) should only be held via communication equipment, as defined above.[1] Proceedings, including mediations, should not be cancelled and every attempt to continue court operations in these divisions should be made.

[1] *See In Re COVID-19 Emergency Measures in the Florida State Courts*, Administrative Order No. AOSC20-17, pg. 9 ("To maintain judicial workflow to the maximum extent feasible, chief judges are directed to take all possible steps to facilitate conducting proceedings with the use of technology.")

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Proceedings, including mediations, may only be cancelled with the permission of the presiding judge. Nothing herein precludes the parties from stipulating that matters be determined based solely on the submission of written memoranda. Any such stipulation, however, shall be evidenced by an agreement filed with the Clerk.

B. **Jury Trials Suspended.** All jury selection proceedings and criminal and civil jury trials are suspended during the period Monday, March 16, 2020, through Friday, May 29, 2020, except for those trials underway prior to the court's suspension of normal operations and as authorized by the Chief Judge.

C. **Grand Jury Suspended.** All grand jury proceedings are suspended during the period Monday, March 16, 2020, through Friday, May 29, 2020.

D. **Civil Traffic Infractions.**

(1) All compliance deadlines are tolled pending further order of the court.

(2) The Clerk of Court shall not issue a D-6 license suspension or default any defendant on any civil traffic infraction.

(3) The Clerk of Court shall not default or issue a D-6 license suspension on any defendant who is currently on a payment plan until further order of the court.

E. **Foreclosures.** All foreclosure sales currently scheduled for any day during which the court's normal operations are suspended are cancelled and shall be rescheduled by the Clerk of Court accordingly.

F. **Defaults and Writs of Possession and for Garnishment.** Until such time as the courts resume normal operations, in all county civil and circuit civil cases:

(1) No default shall be entered by the Clerk of Court.

(2) No court default may be sought unless submitted by motion to the presiding judge detailing exigent circumstances which may warrant judicial relief. In the event the presiding judge is unavailable, the matter shall be presented to the Administrative Judge of the appropriate division, and if such judge is unavailable, to the Chief Judge.

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(3) No writs of possession or writs of garnishment may issue until normal operations of the court resume.

(1) **Payment and Collection of Fines/Court Costs.** In consultation with the Clerk of Court, effective upon signing, and until close of business on Friday, May 29, 2020, unless amended by subsequent order, the Clerk may, upon written request from a defendant, grant one request for an extension of time for the payment of fines and/or costs imposed in circuit and county criminal cases for a period of sixty (60) days from the due date imposed by the court at the time of sentencing, and for non-criminal traffic violations for a period of sixty (60) days. Such extensions of time are not authorized for the payment of fines and/or costs that are a condition of probation. No additional extensions of time by the Clerk are authorized without prior court approval. Individuals seeking to request an extension of time should visit www.browardclerk.org to obtain the requisite form. Completed forms can be emailed to TrafficeClerk@browardclerk.org with the subject line "Request for Extension of Time for Payment of Fines and/or Fees."

(2) **Bond Forfeitures.** All time limits prescribed by statute or rule of court pertaining to the forfeiture of bonds and/or payment of bonds forfeited are extended until the close of business on Friday, May 29, 2020.

(3) **Mental Health Evaluations.** All orders requiring any individual under contract with the Circuit to perform a mental health examination of a defendant in a criminal or juvenile delinquency or dependency case or an alleged incapacitated person in an incapacity proceeding are suspended until further order of the court. This provision shall not affect the validity of any examination or report conducted or filed prior to the issuance of this or any prior iterations of this Court's emergency administrative orders.

VI. Social Distancing

All persons who find themselves in a courthouse facility should maintain at least a 6-foot "social distance" from each other at all times.

For up to date information concerning the resumption of normal court operations and public access to the courthouse facilities, call the Circuit's emergency hotline at 954-831-7777 or visit the Court's website at www.17th.flcourts.org.

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This Administrative Order shall take precedence over any other Seventeenth Judicial Circuit administrative order that may be in conflict with the provisions herein, including Administrative Orders 2020-23-Temp and 2020-27-Temp.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 6th day of April, 2020.

/s/ Jack Tuter
Jack Tuter, Chief Judge

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