Subject: Advisory - 19-070 - Restoration of Voting Rights - Legal Opinion
Date: Friday, August 16, 2019 at 1:58:30 PM Eastern Daylight Time
From: Allison L. Newman
Attachments: image001.png, 19bull070.pdf, 19bull070_Attach_1_FACC opinion on Amendment 4 issues.pdf

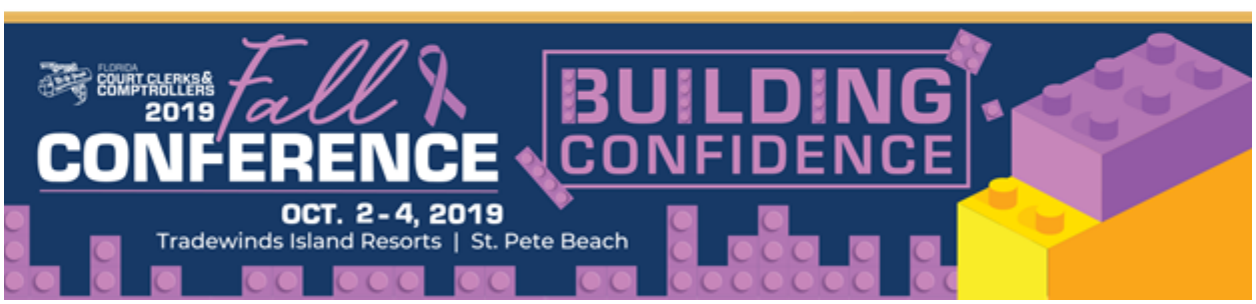
Dear Court Clerks and Comptrollers:

Please review the attached Advisory regarding **Restoration of Voting Rights - Legal Opinion**.

FLORIDA COURT CLERKS & COMPTROLLERS INFORMATION BOX			
Intended audience:	Clerks and Comptrollers	**Category:**	Clerk Administration, Courts
Priority:	Medium	**Action required:**	Please review the following legal opinion concerning several issues related to the restoration of voting rights.
Executive Summary:	The Amendment 4 Quick Response Team, through the FCCC, has requested and received a legal opinion from FCCC General Counsel, Greenberg Traurig, concerning several issues related to restoration of voting rights, both the constitutional and statutory language. Specifically, these issues address several of the financial aspects of the law. The full legal opinion is attached.		
Clerk outreach:	No external outreach is needed		

Thank you,

ALLISON L. NEWMAN, *Member Outreach Manager*
Phone (850) 921-0808
ANewman@FLClerks.com
www.FLClerks.com /FloridaClerks /FloridaClerks



GT GreenbergTraurig

Memorandum

TO: Chris Hart
Florida Court Clerks & Comptrollers

FROM: Fred Baggett
Hope Keating
Mike Moody

DATE: July 26, 2019

RE: *Issues Pertaining to Restoration of Voting Rights*

INTRODUCTION

Amendment 4 to the Florida Constitution was passed by ballot initiative in 2018 and amended Article VI, Section 4, of the Florida Constitution. Article VI, Section 4, now provides in part that "any disqualification from voting arising from a felony conviction shall terminate and voting rights shall be restored upon completion of all terms of sentence including parole or probation." Art. VI, § 4(a), Fla. Const.

Implementing Legislation

Chapter 2019-162 was passed by the Florida Legislature pursuant to Senate Bill 7066 and creates section 98.0751, Florida Statutes, effective July 1, 2019. Section 98.0751 provides in pertinent part:

> (2) For purposes of this section, the term:
>
> (a) "Completion of all terms of sentence" means any portion of a sentence that is contained in the four corners of the sentencing document, including, but not limited to:
>
> 1. Release from any term of imprisonment ordered by the court as a part of the sentence;
>
> 2. Termination from any term of probation or community control ordered by the court as a part of the sentence;
>
> 3. Fulfillment of any term ordered by the court as a part of the sentence;

4. Termination from any term of supervision, which is monitored by the Florida Commission on Offender Review, including, but not limited to, parole; and

5.a. Full payment of restitution ordered to a victim by the court as part of the sentence. A victim includes, but is not limited to, a person or persons, the estate or estates thereof, an entity, the state, or the Federal Government.

b. Full payment of fines or fees ordered by the court as a part of the sentence or that are ordered by the court as a condition of any form of supervision, including, but not limited to, probation, community control, or parole.

c. The financial obligations required under sub-subparagraph a. or sub-subparagraph b. include only the amount specifically ordered by the court as part of the sentence and do not include any fines, fees, or costs that accrue after the date the obligation is ordered as a part of the sentence.

d. For the limited purpose of addressing a plea for relief pursuant to sub-subparagraph e. and notwithstanding any other statute, rule, or provision of law, a court may not be prohibited from modifying the financial obligations of an original sentence required under sub-subparagraph a. or sub-subparagraph b. Such modification shall not infringe on a defendant's or a victim's rights provided in United States Constitution or the State Constitution.

e. Financial obligations required under sub-subparagraph a. or sub-paragraph b. are considered in the following manner or in any combination thereof:

(I) Actual payment of the obligation in full.

(II) Upon the payee's approval, either through appearance in open court or through the production of a notarized consent by the payee, the termination by the court of any financial obligation to payee, including but not limited to, a victim, or the court.

(III) Completion of all community service hours, if the court, unless otherwise prohibited by law or the State Constitution, converts the financial obligation to community service.

Questions Presented

In light of the amendment to Article VI, Section 4, and the new implementing language pertaining to "completion of all terms of sentence" as set forth above, you have posed the following questions:

1. Does the requirement of "completion of all terms of sentence" include any statutory interest?

2. Does the requirement of "completion of all terms of sentence" include fees paid to a collection agent engaged by a clerk for the collection of fees, fines and court costs?

3. If the amounts owed pursuant to a criminal judgment/sentencing order are reduced to a civil judgment or lien, does that eliminate the obligation to pay the amounts owed as set forth in the criminal judgment/sentencing order?

Of course, the new constitutional amendment and the new statute will be subject to interpretation by the courts. To this end, case law and other interpreting authority does not yet exist. Nonetheless, you have asked us to analyze the new law in conjunction with existing Florida law and to provide our thoughts as to the questions posed. Our responses to the questions are as follows:

1. Does the requirement of "completion of all terms of sentence" include any statutory interest?

As set forth above, section 98.0751(2)(a) states that "completion of all terms of sentence" means full payment of restitution ordered to a victim by the court as a part of the sentence and full payment of fines or fees ordered by the court as a part of the sentence. § 98.0751(2)(a)5.a., and b., Fla. Stat. The statute goes on to state that such financial obligations "include only the amount specifically ordered by the court as part of the sentence and do not include any fines, fees, or costs that accrue after the date the obligation is ordered as a part of the sentence." § 98.0751(2)(a)5.c., Fla. Stat. The statute does not address interest, nor does it address what is meant by "any fines, fees, or costs."

Pursuant to section 775.089, Florida Statutes – the criminal restitution statute – restitution may be ordered as part of a criminal sentence. § 775.089(1)(a), Fla. Stat. The outstanding unpaid amount of the restitution bears interest in accordance with section 55.03, Florida Statutes (the statutory interest statute). § 775.089(5), Fla. Stat. Thus, to the extent restitution is included in a criminal judgment sentencing order, interest accrues on such restitution pursuant to statute.

As previously noted, there is no case law or other authority to provide guidance on this issue. Also, the Bill Analyses for CS/SB 7066, the implementing legislation, do not reference "completion of all terms of sentence." However, we believe that on the issue of interest, section 98.0751 and section 775.089 must be read *pari materia.* "The doctrine of *pari materia* is a principle of statutory construction that requires that statutes relating to the same subject or object be construed together to harmonize the statues and to give effect to the Legislature's intent." *E.A.R. v. State,* 4 So. 3d 614, 629 (Fla. 2009). Given the language in section 98.0751(2)(a) requiring full payment of restitution ordered as part of a sentence, and the language in section 775.089(5) mandating the accrual of interest on restitution, we believe that when read together a reasonable interpretation of the new law would be – and certainly an argument can be made – that statutory interest is an obligation incurred on the date restitution is ordered as a part of the sentence and, thus, payment of such interest is required to complete the sentence. Of course, the new law will be subject to future interpretation by courts and this has not yet occurred.

The new law also requires "[f]ull payment of fines or fees ordered by the court as a part of the sentence." § 98.0751(2)(a), Fla. Stat. Section 938.30, Florida Statutes, provides that when a person is liable for payment of any financial obligation in a criminal case, the judgment setting forth such financial obligations "must secure all unpaid court-imposed financial obligations that are due . . . as well as *interest* and reasonable costs for issuing a satisfaction and recording the satisfaction in the official records." § 938.30(8), Fla. Stat. (emphasis added). The Bill Analysis for CS/SB 7086, the companion legislation to CS/SB 7086, discusses "completion of all terms of sentence," and while it does not state that interest is included within the meaning of that term, it acknowledges and quotes section 938.39(8) stating that a judgment on court-imposed financial obligations must secure "interest."

Thus, to the extent that a fine, fee, or cost is made a part of the criminal judgment/ sentencing order and interest is included in the judgment, we believe that a reasonable interpretation of the new law when read in *pari materia* with section 938.39 is – and an argument can be made – that payment of such interest is required to complete the sentence.

2. Does the requirement of "completion of all terms of sentence" include fees paid to a collection agent engaged by the clerk for the collection of fees, fines, and court costs?

It is our understanding that a collection fee paid to a collection agent is a fee that is in addition to, and is added to the balance of, the unpaid financial obligations. § 28.246(6), Fla. Stat. It is further our understanding that such fee paid to a collection agent would necessarily accrue after the date the financial obligations of the sentence are ordered.

The new law provides that "completion of all terms of sentence" means payment of "only the amount specifically ordered by the court as part of the sentence and do[es] not include any fines, fees, or costs that accrue after the date the obligation is ordered as a part of the sentence." §

98.0751(2)(a)5.c., Fla. Stat. As noted above, there is no authority interpreting the new law. However, given the plain language of the statute, we believe it is likely that a court would find that, unless otherwise specifically ordered in the criminal judgment, fees owed to a collection agent that are in addition to, and added to the balance of, the unpaid financial obligations would not be included in the definition of "completion of all terms of sentence." *See Germ v. St. Luke's Hosp. Ass'n*, 993 So. 2d 576 (Fla. 1st DCA 2008) (courts should give statutory language its plain and ordinary meaning, and may not add words that were not included by the legislature).

Such plain language interpretation is reinforced by case law stating that additional costs may not be added to a sentence after a defendant begins serving the sentence. *See Martinez v. State*, 91 So. 3d 878 (Fla. 5th DCA 2012).

3. If the amounts owed pursuant to a criminal judgment/sentencing order are reduced to a civil judgment or lien, does that eliminate the obligation to pay the amounts owed as set forth in the criminal judgment/sentencing order?

Florida case law indicates that statutory financial obligations imposed by a court – such as costs of prosecution, attorney's fees, court costs under chapter 938 and criminal restitution under section 775.089 – are criminal sanctions that are ordinarily imposed during the sentencing process and are criminal sanctions. *See Martinez,* 91 So. 3d at 880; *Woods,* 879 So. 2d 651, 653 (Fla. 5th DCA 2004); *State v. Sandomeno,* 217 So. 3d 110, 111 (Fla. 4th DCA 2017). If such financial obligations are made a part of the criminal judgment and a condition of the sentence, the court's reduction of the amounts owed to a civil judgment or lien for enforcement purposes does not alter the criminal nature of the sanction, or the fact that it is part of the criminal sentence. *Martinez*, 91 So. 3d at 880 n.2. *See also Cammelleri v. State*, 270 So. 3d 369 (Fla. 4th DCA 2019) (civil lien for incarceration costs included in the criminal judgment was considered by the court to be part of the sentence).

Unless included in the criminal judgment, a civil judgment or lien is collateral to the criminal judgment. *See Cruz v. State*, 742 So. 2d 489, 490 (Fla. 3d DCA 1999). Generally, a civil judgment for money or lien is a non-criminal remedy for the recovery of an underlying debt or reimbursement of particular expenses owed. *Id.* A "lien" is defined as "[a] legal right or interest that a creditor has in another's property, lasting usually until a debt or duty that it secures is satisfied." BLACK'S LAW DICTIONARY (10th ed. 2014). In this regard, we believe it significant that immediately before the passage of CS/SB 7066, an amendment was rejected that contained the following language:

> 5. Payment of all restitution, fees, or fines that are ordered by the court as part of the sentence or that are ordered by a court as a condition of any form of supervision including, but not limited to, probation, community control, or parole. *A financial obligation required under this subparagraph is deemed to have been completed to the extent that the financial obligation has been converted to a civil lien.*

Fla. S. Jour. 875 (Reg. Sess. May 2, 2019) (emphasis added).

There is no case law to provide guidance on this issue in the context of the new law. However, given the authority discussed above, we believe that a reasonable interpretation of the new law would be that the reduction of amounts owed pursuant to a criminal judgment/sentencing order to a civil judgment or lien does not eliminate the obligation to pay the amounts owed as provided for in the criminal judgment/sentencing order.

We note that to the extent a trial court imposes <u>only</u> a civil judgment or lien for amounts owed and does not make them part of the criminal judgment and sentence, case law indicates that the financial obligations could be considered to be independent of the criminal sentence. *Woods*, 879 So. 2d at 653 n. 1 (where sentence included the payment of public defender's fees and trial court later tried to make payment of supplemental fees part of criminal sentence, appellate court held that request was made out of time for modification of sentence; appellate court further indicated that if the trial court had issued a civil lien for the fees, such proceeding would have been independent of the criminal proceeding); *Doctor v. State*, 679 So. 2d 76, 77 (Fla. 4th DCA 1996) (criminal defendant could not challenge civil restitution lien by way of rule 3.850 motion applicable to criminal sentences; civil restitution lien is not a criminal penalty); *Cruz*, 742 So. 2d at 490 (civil restitution lien need not be considered in a plea agreement or accepted by sentencing court).

Our research thus far has uncovered no case law to support the premise that a civil judgment issued separate and apart from a sentence would be construed as being part of the sentence.

FCCC ADVISORY

Restoration of Voting Rights- Legal Opinion **No. 19-070**

Date:	August 16, 2019	**Contact:**	Richard Herring
Category:	Clerk Administration, Courts	**Telephone:**	(850) 921-0808
Page:	1 of 1	**E-mail:**	rherring@flclerks.com

The Amendment 4 Quick Response Team, through the FCCC, has requested and received a legal opinion from FCCC General Counsel, Greenberg Traurig, concerning several issues related to restoration of voting rights, both the constitutional and statutory language. Specifically, these issues address several of the financial aspects of the law. The full legal opinion is attached.

In brief, without the associated legal reasoning and caveats included in the legal opinion, a summary is:

1. Does the requirement of “completion of all terms of sentence” include any statutory interest? *Only if the fine, fee, or cost is made a part of the criminal judgment/ sentencing order and interest is specifically included in the judgment.*

2. Does the requirement of “completion of all terms of sentence” include fees paid to a collection agent engaged by a clerk for the collection of fees, fines and court costs? *Unless otherwise specifically ordered in the criminal judgment, fees owed to a collection agent that are in addition to, and added to the balance of, the unpaid financial obligations would not be included in the definition of “completion of all terms of sentence.”*

3. If the amounts owed pursuant to a criminal judgment/sentencing order are reduced to a civil judgment or lien, does that eliminate the obligation to pay the amounts owed as set forth in the criminal judgment/sentencing order? *The reduction of amounts owed pursuant to a criminal judgment/sentencing order to a civil judgment or lien does not eliminate the obligation to pay the amounts owed as provided for in the criminal judgment/sentencing order.*

FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

DATE: September 13, 2019

TO: Clerk of Court

RE: Felony Court Records

This is a request pursuant to section 98.093(2), F.S., for copies of the following documentation to fulfill our duty under section 98.075, F.S. to identify potentially ineligible registered voters based on credible and reliable information regarding felony conviction for each person and/or case on the attached list:

- The court order or judgment signed by a judge or other authorized representative.
- Any signed court order, final judgment or other final disposition court record that subsequently overturns, vacates, or downgrades the felony conviction, that revokes or withholds adjudication, or that shows violation of parole or probation, or that the case was nolle prosequi or otherwise dismissed.
- Orders indicating a final disposition is pending completion of a community or intervention program.
- The arrest affidavit -- This will allow us to process these cases with more accuracy. Please do not redact the SSN information as we rely on this important demographic to build our case.

This is a time-sensitive matter. If no documents or records exist for a case, please let us know as soon as possible but no later than 30 days by Line of Docket or by a signed certificate of records search from your office. Please email the requested documents(s) to:

ATTN: Lewis Berger, Regulatory Specialist III
Bureau of Voter Registration Services
BVRSCourtDocs@dos.myflorida.com
850.245.6228, desk
850.245.6218, fax

Thank you for your cooperation in this matter.

Subject: FW: Advisory - 19-052 - DOC Communication Related to Voting Restoration
Date: Monday, July 1, 2019 at 9:47:31 AM Eastern Daylight Time
From: Bakke, Doug
To: COURTS DIRECTORS, Rocamora, Robert, Gary-Austin, Angela, Ware, Mark
Attachments: image001.jpg, 19bull052.pdf

FYI:

From: Frank, Pat <Frankp@hillsclerk.com>
Sent: Monday, July 1, 2019 9:33 AM
To: Monday Meeting <MondayMeeting@hillsclerk.com>; Alfonso, Idania <ALFONSO@hillsclerk.com>; Rocamora, Kathleen <kathleen.rocamora@hillsclerk.com>; Williams, Brandi <WillmsB@hillsclerk.com>; Compton, Kristine <ComptonK@hillsclerk.com>
Subject: FW: Advisory - 19-052 - DOC Communication Related to Voting Restoration

FYI..

From: Allison L. Newman [mailto:anewman@flclerks.com]
Sent: Monday, July 01, 2019 9:29 AM
Subject: Advisory - 19-052 - DOC Communication Related to Voting Restoration

Dear Court Clerks and Comptrollers:

Please review the attached Advisory regarding **DOC Communication Related to Voting Restoration.**

FLORIDA COURT CLERKS & COMPTROLLERS INFORMATION BOX			
Intended audience:	Clerks and Clerk Staff	**Category:**	Clerk Administration, Courts, Clerk IT, CCIS, E-Filing
Priority:	High	**Action required:**	Please review the information regarding the Department of Corrections communication regarding voting restoration.
Executive Summary:	This Advisory is to notify you that the Department of Corrections will be mailing/e-filing financial obligation summaries directly into the case file.		
Clerk outreach:	None needed.		

Thank you,

ALLISON L. NEWMAN, *Member Outreach Manager*
Phone (850) 921-0808
ANewman@FLClerks.com
www.FLClerks.com /FloridaClerks /FloridaClerks

FCCC ADVISORY

DOC Communication related to Voting Restoration **No. 19-052**

Date:	July 1, 2019	**Contact:**	Service Desk
Category:	Clerk Administration, Courts, Clerk IT, CCIS, E-Filing	**Telephone:**	(850) 414-2210
Page:	1 of 2	**E-mail:**	support@flclerks.com

Governor Ron DeSantis signed CS/SB 7066 Election Administration on Friday, June 28, 2019. Of specific interest, this comprehensive bill, which takes effect today, July 1, 2019, implements the provisions of Amendment 4, related to voting restoration, which passed during the November 2018 General Election. (For a full summary, please see Advisory Bulletin 19-48.)

One of the changes made by the bill is the requirement that the Florida Department of Corrections notify inmates and offenders of all outstanding terms of sentence, as defined in s. 98.0751, F.S., upon completion of incarceration and/or a term of supervision.

As a result of this requirement, the Department of Corrections has asked that the following information be provided to all Clerks detailing its processes for providing financial obligation summary information to your offices beginning July 1, 2019.

> "As the Florida Department of Corrections ("FDC") prepares to comply with its responsibilities associated with implementing Section 4, Article VI of the State Constitution, and §§940.061 and 944.705, Florida Statutes, we believed it was important to keep other agencies and offices, particularly your office, informed on the procedures and actions FDC will be taking. The processes outlined below will commence on July 1, 2019.
>
> Pursuant to §940.061, FDC will inform inmates and offenders regarding voting rights restoration. As is the current practice, FDC will continue to provide inmates and offenders with information concerning executive clemency and civil rights restoration. Pursuant to §944.705, FDC will notify inmates and offenders of all outstanding terms of sentence upon completion of FDC incarceration and/or supervision. For inmates releasing expiration of sentence, without supervision, FDC will provide a copy of the court ordered financial obligations

> (restitution, fines, fees, and/or costs) as reflected in the official court file in CCIS, as well as a copy of the FDC's record of payment(s) while incarcerated. For offenders, whose supervision has been satisfied or terminated, FDC will provide the offender with any court ordered terms and conditions that were not satisfied, as well as a copy of FDC's record of payment(s) while on supervision.
>
> Upon providing these documents to the offender or inmate, FDC will send a copy to your office. These documents are a complete and exhaustive reflection of FDC records and should alleviate additional inquiries. FDC respects your role and responsibility as the official record custodian for the Courts. For inmates released prior to July 1, 2019, please rely upon the official court file when determining an inmate or offender's remaining financial obligations.
>
> The Department will be working with the [Florida Courts E-Filing] Authority to begin filing the financial obligation summary directly into the inmate/offender court/case file. In the meantime, the Department will be sending the financial obligation summary, via postal mail, directly to the clerk."

Should you have any questions, please contact Carolyn Weber (cweber@flclerks.com) or Gia Howell (ghowell@flclerks.com) with FCCC.

NONEXCLUSIVE AGREEMENT FOR DEBT COLLECTION SERVICES

THIS Nonexclusive Agreement for Debt Collection Services, (hereinafter the **"Agreement"**) is made and entered into this 20TH day of December 2005, by and between the Clerk of the Circuit Court, Hillsborough County, 601 East Kennedy Blvd, 13th Floor, Tampa, FL 33602 (hereinafter the **"Clerk"**), and Linebarger Goggan Blair & Sampson, LLP, a Texas LLP authorized to do business in Florida and with offices in Florida, whose principal office is located at 1949 South I.H. 35, Skyline Building, Austin, TX 78741 (hereinafter **"Linebarger"**).

WITNESSETH

WHEREAS, the Clerk has an obligation under Florida law to pursue the collection of unpaid fees, service charges, fines, court costs and liens for the payment of attorney fees sometimes called "debts", "accounts" or "collection accounts"; and specifically, section 28.246, Florida Statutes (2005) permits the Clerk, upon fulfilling enumerated conditions, to refer collection accounts to a private attorney or collection agent upon the conditions specified in that section; and

WHEREAS, the Clerk has requested responses to a proposal for performing the collection of debts, and Linebarger was one of several companies that responded to the proposal and the Clerk has evaluated the Linebarger response and has determined that, based on the information contained in the response, Linebarger is qualified to perform debt collection services for the Clerk; and

WHEREAS, the Clerk and Linebarger desire to memorialize the terms and conditions of a nonexclusive agreement for debt collection services to be performed by Linebarger on behalf of the Clerk.

NOW THEREFORE, in consideration of the premises and the considerations enumerated below, the parties agree as follows:

1. REPRESENTATIONS

REVIEWED AND APPROVED
THIS 20 DAY OF December 2005.
BY: Dale [signature]
LEGAL COUNSEL TO THE CLERK

1.1. **The Clerk.** The Clerk represents that: (1) she has the authority under Florida Law to contract with Linebarger for debt collection services; (2) any debt referred to Linebarger is delinquent, valid and legally enforceable in the amount stated; and (3) as to any debt referred, the Clerk is not aware of any circumstance that precludes or bars collection, excepting any debtor that has filed for protection under the bankruptcy laws.

1.2. **Linebarger.** Linebarger has made certain representations to the Clerk contained in its Response to Request for Proposal for Collection Agency Services ("Response"), and Linebarger represents that there is no material change in the information contained in the Response and that the Clerk can rely on the accuracy of the information in entering into this Agreement. The Response, in its entirety, is incorporated into this Agreement by reference as if fully set forth herein.

1.3. Signature of this Agreement by Linebarger shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement and no higher than those charged Linebarger's most favored customer in Florida for the same or substantially similar service.

1.4. Each party is relying on the other party's representations in entering into this Agreement.

2. TERM OF THE AGREEMENT

2.1. Linebarger shall commence Service on February 1, 2006 (the "Commencement Date" for purposes of computing the Term of this Agreement), and end Service by January 31, 2008, with three (3) consecutive one (1) year options to renew, exercisable by the mutual consent of the Clerk and Linebarger, which mutual consent must be given in writing and signed by both parties at least thirty (30) days prior to the end of the initial term or any option term.

2.2. Prior to the commencement of Service, Linebarger shall meet with the Clerk's staff and take all action necessary to facilitate the transfer of data to and from the Clerk's existing technology systems to Linebarger's technology systems, at no cost to the Clerk. However, Linebarger shall not be responsible for any additional costs when its total costs defined herein exceed ten thousand dollars ($10,000.00).

2.3. Prior to the commencement of Service, Linebarger shall obtain the Clerk's written approval of all reporting forms to be used in the performance of Linebarger's Service to the Clerk.

3. SCOPE OF SERVICE

3.1. Linebarger shall provide the Service set forth in the Scope of Service attached as Exhibit "A" and render full and prompt cooperation with the Clerk in all aspects of the Service performed hereunder.

3.2. Linebarger acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Service under this Agreement that Linebarger is required to provide. All things not expressly mentioned in this Agreement, but necessary to carrying out its intent are required by this Agreement, and Linebarger shall perform the same as though they were specifically mentioned, described or delineated.

3.3. Linebarger shall furnish all labor, materials, tools, supplies, technology (including properly licensed software applications and hardware) and other items required for Linebarger to perform the Service that is necessary for the completion of this Agreement. Service shall be accomplished at the direction of and to the satisfaction of the Clerk (through her designee).

3.4. Linebarger acknowledges that the Clerk shall be responsible for making all policy decisions regarding the scope of Service. Linebarger agrees to provide input on policy issues in the form of recommendations. Linebarger agrees to implement any and all changes in providing Service under this

Agreement as a result of a policy change implemented by the Clerk.

3.5. The Scope of Service attached hereto as Exhibit "A" and the Linebarger Response incorporated herein by reference define the Service that will be performed by Linebarger under the terms of this Agreement.

4. PAYMENT FOR SERVICE

4.1. Linebarger warrants to the Clerk that it has reviewed the Clerk's debt collection requirements and has conducted all relevant inquiries in order to accept the amount of compensation stated below in exchange for the Service to be performed under this Agreement.

4.2. The compensation for the Service to be performed by Linebarger under this Agreement include all costs associated with the performance of the Service by Linebarger and Linebarger shall not be entitled to receive reimbursement for any costs incurred in the performance of its Service under this Agreement, with the exception of pre-approved non-exempt court costs, if any. Linebarger is not authorized to perform any service that is not authorized by this Agreement.

4.3. For each unpaid debt (also called "Obligation" or "Account") referred by the Clerk to Linebarger for collection, Linebarger shall add to the Obligation to be collected a surcharge equal to forty percent (40%) of the Obligation so that the total amount of funds to be collected by Linebarger is equal to the full amount of the Obligation (100%) and the surcharge (40%), subject to the Clerk's right to recall certain debts.

4.4. For each debt referred to Linebarger for collection, funds collected by Linebarger shall be applied first to the Obligation, and then to the surcharge. All reports and accounting provided for in this Agreement shall reflect this order of precedence.

4.5. In order to offset the Clerk's cost of performing its covenants and conditions described under this Agreement, the Clerk may, at its option and as allowed by law, retain an amount equal to 25%

of the 40% surcharge (i.e. 40% surcharge – 10% to Clerk = 30% to Linebarger) collected on each debt referred to Linebarger by the Clerk. To do so, the Clerk shall be required to give Linebarger thirty (30) days notice of its intent to exercise this option. Until such time, Linebarger shall retain the entire 40% surcharge.

4.6. Linebarger shall pay to the Clerk on a weekly basis the total of the debt Obligations collected during the previous week together with the Clerk's percentage of the surcharge associated with each debt Obligation collected. Each payment shall be accompanied by a report that includes the identifying information provided by the Clerk to Linebarger when the debt was referred for collection, the amount of the Obligation, the amount of the surcharge retained by Linebarger (and the amount of the surcharge paid to the Clerk, when and if the same becomes applicable). This report may be in electronic form, in writing, or in both forms, at the election of the Clerk.

4.7. Partial payments of Obligations collected by Linebarger shall be paid to the Clerk weekly; however, Linebarger shall provide a separate report to cover partial payments paid weekly to the Clerk, in a form approved by the Clerk. Linebarger shall not earn any amount of the surcharge until the entire amount of the Obligation is collected and paid to the Clerk. Linebarger is not entitled to be paid its percentage of the surcharge until the full amount of the debt Obligation (and the Clerk's share of the surcharge has been paid to the Clerk, when and if this provision becomes applicable).

4.8. The Clerk authorizes Linebarger to endorse checks or other instruments payable to the Clerk and deposit the same in a trust account separately maintained by Linebarger for the Clerk. The Clerk further authorizes Linebarger to send notices of dishonor or other notices on the Clerk's behalf for dishonored instruments, to assess and collect any permissible dishonored instrument fees, and to retain any recovered fees, all at no cost to the Clerk.

5. RECALLED DEBTS

The Clerk reserves the right to recall any debts referred to Linebarger under this Agreement. Recall shall be by actual, verbal or written notice or by constructive notice. Whenever possible, the Clerk shall provide Linebarger with actual notice of recall, however in the event that any debt or judgment is satisfied, settled, or extinguished by any judicial or quasi-judicial body, then that event shall serve as constructive notice of recall.

6. REPORTS AND AUDITING

6.1. Linebarger shall maintain all books of account, documents, accounting records, receipts and invoices and other records related to all charges, expenses, and costs incurred in the performance of the Service set forth herein for at least three (3) years after the date of final payment under this Agreement. The Clerk shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Linebarger's place of business.

6.2. Linebarger must submit to the Clerk the annual audited financial reports, financial statements, financial schedules, prepared and certified by a CPA, (e.g. at the end of Linebarger's fiscal year), along with any reportable conditions letters, or a statement that none exist, and a report of pending litigation and its impact, if any, on the financial condition of Linebarger as may be requested by the Clerk. The Clerk will assign a performance review team to monitor, and periodically assess, the implementation and performance of this Agreement by Linebarger. Said periodic performance assessment shall include a review of the financial responsibility of Linebarger and Linebarger's historical performance of this Agreement. Linebarger will provide such information as reasonably necessary to conduct said review.

7. DEFAULT

7.1. Linebarger's failure to timely pay any sums of money due the Clerk or provide any report required to be submitted along with payment shall be a material breach of this Agreement and shall constitute a condition of default.

7.2. If the Clerk receives notice that Linebarger or any person or entity acting on behalf of Linebarger performs any part of this Agreement in violation of (1) any federal or state law, rule or regulation regarding the collection of debts, or (2) any license for debt collection companies required to perform this Agreement, the receipt of such notice shall be considered a material breach of this Agreement and shall constitute a condition of default.

7.3. If the Clerk finds that Linebarger or any person or entity acting on behalf of Linebarger attempts to perform this Agreement by any act constituting fraud, misrepresentation or material misstatement, such finding shall constitute a material breach of this Agreement and shall constitute a condition of default.

7.4. Under the conditions of default described above, the Clerk may immediately terminate this Agreement by giving written notice to Linebarger of the Clerk's election to terminate this Agreement for cause.

8. TERMINATION

8.1. In addition to the Clerk's right to terminate this Agreement for cause as described in paragraph seven 7. "DEFAULT" above, the Clerk may terminate this Agreement without cause upon thirty (30) days written notice to Linebarger. Unless Linebarger is declared to be in default of this Agreement, Linebarger shall be paid for its Service rendered to the Clerk's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the Clerk in writing, Linebarger shall:

8.2. Stop work on the date and to the extent specified.

8.3. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

8.4. Transfer all collected funds, work in process, completed work, and other materials related to the terminated work to the Clerk within three (3) business days.

8.5. If directed by the Clerk, continue and complete all parts of the work which have not been terminated.

8.6. Immediately prepare and send to each person(s) who is the subject of a referred debt collection such notice and direction as may be provided by the Clerk.

8.7. Prepare final reports detailing work to date on each referred debt, plus provide such other reasonable report as to facilitate the transition and accurately account for the status of each referral.

8.8. The Clerk shall prepare a final accounting for the work performed by Linebarger through the date of termination, and any balance of collected surcharges due to Linebarger, after any setoff for the performance of any Service not provided by Linebarger, shall be paid to Linebarger within ten days after the final accounting is accepted by Linebarger.

9. PERSONNEL AND TRAINING

9.1. Linebarger represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Clerk. All of the services required hereinunder shall be performed by Linebarger, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform debt collection services.

9.2. Any changes or substitutions in Linebarger's key personnel must be made known to the Clerk and written approval must be granted by the Clerk before said change or substitution can become effective. Said approval shall not be unreasonably withheld.

9.3. Linebarger warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field and consistent with the representations of Linebarger, as made in its Response incorporated herein by reference.

9.4. All of Linebarger's personnel (and all subcontractor(s), agents or local counsel) will comply with all Clerk requirements governing conduct, safety, and security while on Clerk premises.

10. INDEMNIFICATION AND INSURANCE

10.1. **General Indemnification.** Linebarger shall protect, defend, reimburse, indemnify, pay and hold the Clerk, her agents, employees and elected officials, harmless from and against any and all claims, suits, liability, loss, cost, damages, or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of Linebarger's performance or the performance of any subcontractor, vendor, local counsel or agent utilized by Linebarger to perform this Agreement, or due to the acts or omissions of Linebarger or due to the acts or omissions of any subcontractor, agents, local counsel or vendors utilized by Linebarger to perform this Agreement.

10.2. **General Indemnification.** Linebarger expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by this Agreement shall in no way limit its responsibility to indemnify keep and save harmless the Clerk, her agents, employees and elected officials as provided herein.

10.3. **Patent and Copyright Indemnification.** Linebarger warrants that all Services performed hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, or processes do not infringe upon or violate any patent, copyright, service mark, trade secret or any third party proprietary rights. Linebarger shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use of or supplying of any programs, documents, software, analyses, applications, methods, ways, and processes in the course of Linebarger's performance of or completion of the Services described in this Agreement. Linebarger, at its own expense, including the payment of reasonable attorney fees and costs, whether at trial or appellate levels or otherwise, shall indemnify and hold harmless the Clerk, including her agents, employees and elected officials and defend any action brought against the Clerk, including her agents, employees and elected officials, with respect to any claim, demand, cause of action, debt or liability.

10.4. **Insurance.** Linebarger shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein and provide copies to the Clerk as requested. Failure to maintain the required insurance may be considered default of this Agreement. The requirements contained herein, as well as Clerk's review or acceptance of insurance maintained by Linebarger, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Linebarger under this Agreement.

10.5. **Commercial General Liability.** Linebarger shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

10.6. **Business Auto Liability.** Linebarger shall maintain Business Auto Liability at a limit of liability not less than $1,000,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event Linebarger owns no automobiles, the Business Auto Liability requirement shall be amended allowing Linebarger to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

10.7. **Workers' Compensation Insurance & Employer's Liability.** Linebarger shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

10.8. **Professional Liability.** Linebarger shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 Per Occurrence. The Clerk reserves the right, but not the obligation, to review Linebarger's most recent annual report and/or audited financial statements, and reportable conditions letter(s). For policies written on a "Claims-Made" basis, Linebarger warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Linebarger shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve Linebarger of the obligation to provide replacement coverage.

10.9. **Additional Insured Clause.** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance for all insurance requirements shall clearly confirm that coverage required by this Agreement has been endorsed to include Clerk as an Additional Insured.

10.10. **Waiver of Subrogation.** Linebarger hereby waives any and all rights of Subrogation against the Clerk, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Linebarger shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should Linebarger enter into such an agreement on a pre-loss basis.

10.11. **Certificates of Insurance.** Within five (5) business days of the Clerk's request to do so, Linebarger shall deliver to the Clerk Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

10.12. **Umbrella or Excess Liability.** If necessary, Linebarger may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The Clerk shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

10.13. **Right to Revise or Reject.** The Clerk reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The Clerk reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

10.14. **Client Contract Bond.** Linebarger shall maintain, during the life of this Agreement, a Client Contract Bond in favor of the Clerk in an amount of Twenty five thousand Dollars ($25,000.00). The Clerk retains the option to increase/decrease said Bond depending on the actual dollar amount on a six (6) month basis over the life of this Agreement including any option years. In all cases, Linebarger shall be notified in writing by the Clerk at least thirty (30) days in advance.

10.15. **Employee Dishonesty/Forgery.** Linebarger shall maintain, during the life of the Agreement, a minimum of $25,000 Employee Dishonesty Coverage and a minimum of $25,000 of Depository Forgery Coverage naming Clerk as an additional insured or Linebarger must provide a third party fidelity bond in the same amount listed herein in favor of the Clerk.

11. COMPLAINT RESOLUTION PROCESS

11.1. Any complaint received by the Clerk that relates to the performance of Service by Linebarger shall be immediately referred to Linebarger for investigation and response. The Clerk shall maintain a log of all such complaints showing the date of receipt, the date of referral to Linebarger and the date of response by Linebarger (if any).

11.2. Linebarger shall promptly provide the Clerk with a copy of each written response to a complaint or a summary of any oral response to a complaint.

11.3. In the event any governmental agency contacts Linebarger or any of its affiliates, subcontractors or consultants regarding the investigation of an alleged violation of any law, rule, regulation or ordinance, Linebarger shall immediately report such contact in writing to the Clerk, providing all of the details of such contact.

11.4. It is the intent of the parties that Linebarger shall resolve all complaints that occur during its performance of the Service provided under this Agreement and keep the Clerk informed as to the receipt and resolution of all such complaints, including contact from any governmental agency.

12. INDEPENDENT CONTRACTOR RELATIONSHIP

Linebarger is, and shall be, in the performance of all work, services, and activities under this Agreement (the "Service"), an Independent Contractor and not an employee, agent, or servant of the Clerk. All persons engaged in any of the Service performed pursuant to this Agreement shall at all times, and in all places, be subject to Linebarger's sole direction, supervision, and control. Linebarger shall exercise control over the means and manner in which it and its employees perform the Service, and in all respects Linebarger's relationship, and the relationship of its employees, to the Clerk shall be that of an Independent Contractor and not as employees or agents of the Clerk. Linebarger does not have the power or authority to bind the Clerk in any promise, agreement, or representation other than specifically provided for in this Agreement.

13. NONDISCRIMINATION

Linebarger warrants and represents that, during the term of this Agreement, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Linebarger shall comply with all federal, state and local laws governing the same, and will be subject to the provisions of section 287.134, Florida Statutes (2005). Linebarger shall require any affiliate, supplier, subcontractor and consultants performing any of the Service governed by this Agreement to comply with this covenant of nondiscrimination.

14. PUBLIC ENTITIES CRIMES

As provided in section 287.132-133, Florida Statutes (2005), by entering into this Agreement or performing any work in furtherance hereof, Linebarger certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six

(36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes (2005).

15. CONFIDENTIALITY AND PROPRIETARY INFORMATION

15.1. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the Clerk or at her expense will be kept confidential by Linebarger and will not be disclosed to any other party, directly or indirectly, without the Clerk's prior written consent, unless required by a lawful order. All such information, whether in the form of documents, drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Agreement shall remain the Clerk's property and may not be reproduced, used or reused by Linebarger for any purpose except in the strict performance of the Service described in this Agreement.

15.2. The Clerk and Linebarger shall comply with the provisions of Florida Statutes Chapter 119 (2005) (Public Records Law) including Section 119.0721 and Linebarger shall protect and maintain the confidentiality of confidential information both during the existence of this Agreement and thereafter.

15.3. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

15.4. Upon the termination of this Agreement, Linebarger shall immediately turn over to the Clerk all information provided by the Clerk to Linebarger under the terms of this Agreement in whatever form tangible, electronic data or otherwise, and no copies thereof shall be retained by Linebarger or any person, entity, or subcontractor acting on behalf of Linebarger, without the prior written consent of the Clerk.

15.5. **Proprietary Information.** During the term of this Agreement, Linebarger shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Clerk's property any computer programs, data compilations, or other software which the Clerk has either developed, has used or is using, is holding for use, or which are otherwise in the possession of the Clerk ("Computer Software"). All third-party license agreements must also be honored by Linebarger in the performance of this Agreement, if the Computer Software has been leased or purchased by the Clerk or the Clerk has obtained a license for its use from a third party.

15.6. Linebarger expressly agrees to be bound by and shall defend, indemnify and hold harmless the Clerk and her agents, employees and elected officials from Linebarger's breach of any federal, state or local law or constitutional provision in regard to the privacy of any individual, arising under this Agreement.

16. CONFLICTS OF INTEREST

16.1. Linebarger represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Service required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Linebarger further represents that no person having any conflict of interest shall be employed or retained for said performance or services.

16.2. Linebarger shall promptly notify the Clerk, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, Linebarger's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Linebarger may undertake and request an opinion of the Clerk as to whether the association, interest or circumstance would, in the opinion of the Clerk, constitute a conflict of interest if entered into by Linebarger. The Clerk agrees to notify Linebarger of its opinion by certified mail within thirty (30) days of receipt of notification by Linebarger. If, in the opinion of the Clerk, the prospective business association, interest or circumstance would not constitute a conflict of interest by Linebarger, the Clerk shall so state in the notification and Linebarger shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Clerk by Linebarger under the terms of this Agreement.

16.3. No officer, director, employee, agent or other consultant of the Clerk or a member of the immediate family or household of the aforesaid has directly or indirectly received or has been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

17. MISCELLANEOUS

17.1. **Entire Agreement.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

17.2. **Modification.** No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

17.3. **Florida Law.** Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the Florida Statutes shall by reference be made a part of this Agreement as though set forth in full.

17.4. **No Assignment.** Linebarger shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the Clerk.

17.5. **Waiver.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

Conversely, a party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

17.6. **Jurisdiction/Venue.** This Agreement and any performance thereunder will be governed by the laws of the State of Florida. The venue of any action involving this Agreement will be in Hillsborough County, Florida, and all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida; further, the parties agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

17.7. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties herein are not materially prejudiced and the intentions of the parties continue to be effective.

17.8. **Authorization to Contract.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17.9. **Time of the Essence.** Time is of the essence in the performance of this Agreement. Based on the available documents, timetables, and duration of this Agreement, Linebarger represents that Linebarger has no internal scheduling conflicts and that Linebarger will avoid any internal scheduling conflicts in the future which might affect Linebarger's timely performance of this Agreement in any material respect.

17.10. **No Third Party Beneficiary.** This Agreement is entered into for the benefit of the Clerk of the Circuit Court, Hillsborough County, and Linebarger, and no other parties are entitled to enforce its terms. No third-party beneficiaries are intended to be created or are created hereunder, and no other party can derive any benefit or right here from.

17.11. **No Affiliation.** Linebarger warrants that they have 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 Linebarger has not paid or agreed to pay any person, company, corporation or firm other than a bona-fide employee working solely for Linebarger any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Linebarger does have a longstanding agreement with attorney Sonny Holtzman, who acts as the firm's Florida Counsel. 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 has throughout Florida.

17.12. **Non-Interference with County or State Agencies in Hillsborough County.** Linebarger's performance of work under this Agreement must not interfere unnecessarily with the operation of any County or State agency in Hillsborough County.

17.13. **Survival Provision.** The terms and provisions of this Agreement, which by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performance and termination of this Agreement.

17.14. **Notice.** Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via certified United States mail, postage paid or other means where specifically permitted within this Agreement to the addresses listed below:

Linebarger's Representative:

Name: Michael T. Vallandingham

Title: Partner

Address: Post Office Box 17428
Austin, Texas 78760

Telephone: (800) 262-7229

Fax: (512) 443-3494

Clerk's Representative:

Name: Doug Bakke

Title: Director of Domestic Violence, Indigency Screening and Collections Operations

Address: Post Office Box 1110
Tampa, Florida 33601-1110

Telephone: (813) 276-8100

Fax: (813) 276-2124

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

WITNESS

CLERK:

By: Pat Frank
Pat Frank
Clerk of the Circuit Court

ATTEST:

Peggy Barnett
WITNESS

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By:
Michael T. Vallandingham
Partner

SCOPE OF SERVICE
EXHIBIT "A"

This Scope of Service, together with the terms of the Agreement for Debt Collection Services (the "Agreement") entered into on December 20TH, 2005 between the Clerk of the Circuit Court, Hillsborough County ("Clerk") and Linebarger Goggan Blair & Sampson, LLP ("Linebarger"), and the representations made by Linebarger in its Response to Request for Proposal for Collection Agency Services define the Service to be performed by Linebarger under the terms of the Agreement.

1. Non-exclusive Service.

Nothing in the Agreement, this Exhibit "A" or the Linebarger Response incorporated by reference grants unto Linebarger the exclusive right to perform debt collection services on behalf of the Clerk. The Clerk reserves the right to refer debt for collection to any other debt collection firm or attorney at law as permitted by section 28.246, Florida Statutes (2005).

2. In performing the Agreement, Linebarger shall:

2.1 Provide qualified and experienced personnel to perform the requested Service in a manner consistent with all Federal, State and local laws.

2.2 Have sufficient knowledge of all applicable Federal, State and local laws and regulations regarding debt collection, and shall be registered as a Collection Agency in the State of Florida, and all other states of the United States.

2.3 Be subject to Florida Commercial Collection Practices Act and the Fair Debt Collection Practices Act, where applicable.

2.4 Have the capability to effect collections in all 50 States, U.S. Territories or Commonwealths, Carribean nations, Canada and foreign countries, and shall meet all interstate collections requirements.

2.5 Conduct collections activities in a manner that will maximize collections on all accounts transferred by the Clerk.

2.6 Take reasonable and appropriate steps to locate debtors where addresses may be unknown, including foreign countries.

2.7 Institute methods 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 including the Fair Debt Collection Practices Act (FDCPA), where applicable.

2.8 Provide management and financial reports (in an electronic format), including but not limited to:

a) A Daily Acknowledgment Report verifying that Linebarger has received specific accounts. This report shall be sent to the Clerk of Courts via modem or other acceptable method within 24-hours of transmittal of accounts. This report shall indicate the number of accounts, date received and total amount referred.

b) A Weekly Remittance Statement with each check or wire transfer forwarded to the Clerk, indicating for each case/citation, at a minimum, defendant's name, case number(s), citation number(s) if known, amount referred, amount paid, date paid, balance due, and the cumulative total for each case.

c) A Monthly Remittance Report indicating the cases/citations for the previous month and including, at a minimum the required information for the daily remittance report above.

d) A detailed Monthly Status Report, at the beginning of each month, providing the most recent activity for the previous month on each account indicating, at a minimum, the name, case number, status original and modified amount due, amount paid last month, amount paid to date for each case, balance due, distribution to Clerk and allocation to Linebarger (as a fee) and returned, and accounts reported to a credit bureau. All amounts shall be totaled.

e) A Daily Cancellation Report by case/citation number(s), showing the reason for return to the Clerk and the outstanding balance. This report shall include information on any legal action undertaken and judgment issued (if any), bankruptcy status, deceased status, or accounts recalled by the Clerk. If defendant is bankrupt, the bankruptcy case number shall be indicated. If deceased, an indication as to the status of estate and probate case number shall be provided. The report shall indicate if collection activity has stopped for any other reason than those outlined above, and any that Linebarger has determined is uncollectible.

f) A Monthly Cancellation Report identifying the cases/citations from the previous month and including at a minimum the required information for the daily cancellation report above.

g) A Performance Report with a summary of aged receivable by category of debt and a report that shows the number of accounts assigned, collected, collection rate, and number and percentage returned.

h) Other reports, which the Clerk may require. While the Clerk does not expect to request such reports on a routine basis, there may be an instance when the Clerk may require a special report as it relates to the collection of these accounts. The Clerk will use reasonableness in requesting these reports.

2.9 Provide notice of any planned referral for legal action and obtain prior written approval from the Clerk. Linebarger will communicate with Clerk's Counsel regarding legal actions and settlements and costs shall be borne by Linebarger.

2.10 Obtain prior written specific consent of the Clerk prior to negotiating a final settlement or before otherwise compromising any account.

2.11 Be responsible for returning accounts to the Clerk upon recall. Linebarger must stop all collection activity immediately when notified by the Clerk to cancel any account(s). The Clerk reserves the right to reevaluate, adjust, cancel or recall any account(s) assigned to Linebarger for collection.

2.12 Transfer all accounts to the Clerk when in the opinion of Linebarger, collection efforts have ended, or within thirty days after termination of the Agreement. The Clerk will be diligent in its review of any accounts transferred back to the Clerk, to determine if the account was truly uncollectible, or if the account was transferred back to the Clerk without sufficient effort on the part of Linebarger.

2.13 Designate a contract coordinator responsible for all matters relating to the Agreement. Linebarger shall advise the Clerk in writing of any changes made as it pertains to the contract coordinator, in advance if possible, but at least shortly thereafter if not possible before time.

2.14 Provide all necessary developing, copying, faxing, postal costs and all other such related services at Linebarger's costs.

2.15 Make all related records available and assist the Clerk in the instance the Clerk wishes to audit any of Linebarger's activities as it pertains to the Agreement.

2.16 In the instance Linebarger discovers that the debtor is deceased, pursue an estate residual if applicable. If recovery is not feasible, transfer the account back to the Clerk. Provide appropriate documentation, upon request from the Clerk, that a claim was filed with the decedent's estate and/or that Linebarger petitioned to have the estate liquidated to recover the debt.

2.17 Maintain and retain all books, records, data, and other related and relevant documentation for a minimum of three (3) years after the expiration of the Agreement.

2.18 Receive all monies collected from debtors, and forward payment to the Clerk, on a daily basis, for amounts due the Clerk, along with supporting documentation in an electronic format, to be determined by the Clerk.

2.19 Pick up and deliver any items related to these services at no cost to the Clerk.

2.20 Transfer back any accounts the Clerk may require for whatever reason, at no cost to the Clerk.

2.21 Not settle any account for less than the full amount owed or enter into installment payment plans with debtors, unless otherwise directed, in writing by the Clerk.

2.22 Attempt to collect all balances due for services as well as attempt to assess debtor's ability to repay the debt, and if necessary, extend time payments, which shall be subject to the guidelines established by the County/Clerk.

2.23 Contact the sender of monies, when there is insufficient information to identify the case/citation to which the payment relates.

2.24 Return all records to the Clerk on a timely basis.

2.25 Provide the Clerk with read only access to Linebarger's data system in order to research the complete transaction history of any or all accounts referred to Linebarger by the Clerk.

2.26 Perform a test of Linebarger's collection system using the data file provided by the Clerk and then return the file to the Clerk for analysis.

2.27 Perform any requested corrections, changes or modifications to Linebarger's collection system, at no cost to the Clerk, and re-test the data file until Linebarger's collection system meets the Clerk's satisfaction.

The Clerk shall:

2.1 Transfer debts over 90 days delinquent except for accounts the Clerk deems it does not wish to transfer to Linebarger. Although it is the intent of the Clerk to transfer accounts to Linebarger when accounts are more than 90 days delinquent, the Clerk reserves the right to extend that 90 day period at its sole discretion and for any additional time period the Clerk deems necessary.

2.2 Notify Linebarger when accounts are ready for transfer or arrange a periodic automatic transfer.

2.3 Reserve the right to recall assigned accounts at any time and for whatever reason, and will not be responsible for any costs incurred by Linebarger for that account.

2.4 Designate a contract coordinator responsible for matters concerning the Agreement.

2.5 Notify Linebarger when collection action is to be cancelled and transferred back to the Clerk, or suspended for any period of time.

2.6 Notify Linebarger of any adjustments or corrections made to the amount due.

2.7 Not be expected to provide any further assistance in the collection of accounts, once an account is transferred to Linebarger.

2.8 Reserve the right to change any portion of the Work outlined herein, if there are changes in Federal, State, local, or County law, ordinance, written rule, resolution, administrative policy or procedure that make it necessary.

2.9 Transfer any new accounts and account modifications to Linebarger daily with the account elements the Clerk deems necessary.

2.10 Collect the surcharge, for accounts which have been referred to Linebarger, on behalf of Linebarger when debtors pay at the Clerk's Office. The Clerk shall remit Linebarger's portion of the surcharge to Linebarger. The Clerk reserves the right to not accept, at the Clerk's Office, any payment(s) by debtors for any account(s) which have been referred to Linebarger.

2.11 Provide Linebarger with a data file in order to run a test of Linebarger's collection system. The Clerk reserves the right to be the sole judge as to the suitability of Linebarger's collection system based on the results of the test. The Clerk also reserves the right not to refer any accounts to Linebarger until such time that Linebarger has performed all corrections, changes or modifications to its system, which the Clerk deems necessary, and has re-tested the collection system until it meets the Clerk's satisfaction.

2.12 The Clerk shall be responsible to prepare and file any documentation required to be filed by any order of court in any case associated with a debt referred to Linebarger under this Agreement.

b

NONEXCLUSIVE AGREEMENT FOR DEBT COLLECTION SERVICES

THIS Nonexclusive Agreement for Debt Collection Services, (hereinafter the **"Agreement"**) is made and entered into this 27 day of October 2010, by and between the Clerk of the Circuit Court, Hillsborough County, 601 East Kennedy Blvd, 13th Floor, Tampa, FL 33602 (hereinafter the **"Clerk"**), and Penn Credit Corporation, a Pennsylvania corporation authorized to do business in Florida and with offices in Florida, whose principal office is located at 916 South 14th Street, Harrisburg, PA 17104 (hereinafter " **Penn Credit"**).

WITNESSETH

WHEREAS, the Clerk has an obligation under Florida law to pursue the collection of unpaid fees, service charges, fines, court costs and liens for the payment of attorney fees sometimes called "debts", "accounts" or "collection accounts"; and specifically, section 28.246, Florida Statutes (2010) permits the Clerk, upon fulfilling enumerated conditions, to refer collection accounts to a private attorney or collection agent upon the conditions specified in that section; and

WHEREAS, the Clerk has s evaluated Penn Credit's debt collection services provided to other Florida clerks, and has determined that Penn Credit is qualified to perform debt collection services for the Clerk; and

WHEREAS, the Clerk and Penn Credit desire to memorialize the terms and conditions of a nonexclusive agreement for debt collection services to be performed by Penn Credit on behalf of the Clerk.

NOW THEREFORE, in consideration of the premises and the considerations enumerated below, the parties agree as follows:

1. REPRESENTATIONS

1.1. **The Clerk.** The Clerk represents that: (1) she has the authority under Florida Law to contract with Penn Credit for debt collection services; (2) any debt referred to Penn Credit is delinquent, valid and legally enforceable in the amount stated; and (3) as to any debt referred, the Clerk is not aware of any circumstance that precludes or bars collection, excepting any debtor that has filed for protection under the bankruptcy laws.

1.2. Signature of this Agreement by Penn Credit shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement and no higher than those charged Penn Credit's most favored customer in Florida for the same or substantially similar service.

1.3. Each party is relying on the other party's representations in entering into this Agreement.

2. TERM OF THE AGREEMENT

RF

2.1. Penn Credit shall commence Service on 12/01/10 (the "Commencement Date" for purposes of computing the Term of this Agreement), and end Service by 12/01/13 RF, with three (3) consecutive one (1) year options to renew, exercisable by the mutual consent of the Clerk and Penn Credit, which mutual consent must be given in writing and signed by both parties at least thirty (30) days prior to the end of the initial term or any option term.

2.2. Prior to the commencement of Service, Penn Credit shall meet with the Clerk's staff and take all action necessary to facilitate the transfer of data to and from the Clerk's existing technology systems to Penn Credit's technology systems, at no cost to the Clerk. However, Penn Credit shall not be responsible for any additional costs when its total costs defined herein exceed ten thousand dollars ($10,000.00).

2.3. Prior to the commencement of Service, Penn Credit shall obtain the Clerk's written approval of all reporting forms to be used in the performance of Penn Credit's Service to the Clerk.

3. SCOPE OF SERVICE

3.1. Penn Credit shall provide the Service set forth in the Scope of Service attached as Exhibit "A" and render full and prompt cooperation with the Clerk in all aspects of the Service performed hereunder.

3.2. Penn Credit acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Service under this Agreement that Penn Credit is required to provide. All things not expressly mentioned in this Agreement, but necessary to carrying out its intent are required by this Agreement, and Penn Credit shall perform the same as though they were specifically mentioned, described or delineated.

3.3. Penn Credit shall furnish all labor, materials, tools, supplies, technology (including properly licensed software applications and hardware) and other items required for Penn Credit to perform the Service that is necessary for the completion of this Agreement. Service shall be accomplished at the direction of and to the satisfaction of the Clerk (through her designee).

3.4. Penn Credit acknowledges that the Clerk shall be responsible for making all policy decisions regarding the scope of Service. Penn Credit agrees to provide input on policy issues in the form of recommendations. Penn Credit agrees to implement any and all changes in providing Service under this Agreement as a result of a policy change implemented by the Clerk.

3.5. The Scope of Service attached hereto as Exhibit "A" a defines the Service that will be performed by Penn Credit under the terms of this Agreement.

4. PAYMENT FOR SERVICE

4.1. Penn Credit warrants to the Clerk that it has reviewed the Clerk's debt collection requirements and has conducted all relevant inquiries in order to accept the amount of compensation stated below in exchange for the Service to be performed under this Agreement.

4.2. The compensation for the Service to be performed by Penn Credit under this Agreement include all costs associated with the performance of the Service by Penn Credit and Penn Credit shall not be entitled to receive reimbursement for any costs incurred in the performance of its Service under this Agreement, with the exception of pre-approved non-exempt court costs, if any. Penn Credit is not authorized to perform any service that is not authorized by this Agreement.

4.3. For each unpaid debt (also called "Obligation" or "Account") referred by the Clerk to Penn Credit for collection, Penn Credit shall add to the Obligation to be collected a surcharge equal to forty percent (40%) of the Obligation so that the total amount of funds to be collected by Penn Credit is equal to the full amount of the Obligation (100%) and the surcharge (40%), subject to the Clerk's right to recall certain debts.

4.4. For each debt referred to Penn Credit for collection, funds collected by Penn Credit shall be applied first to the Obligation, and then to the surcharge. All reports and accounting provided for in this Agreement shall reflect this order of precedence.

4.5. In order to offset the Clerk's cost of performing its covenants and conditions described under this Agreement, the Clerk may, at its option and only if allowed by law, retain an amount equal to 25% of the 40% surcharge (i.e. 40% surcharge – 10% to Clerk = 30% to Penn Credit) collected on each debt referred to Penn Credit by the Clerk. To do so, the Clerk shall be required to give Penn Credit thirty (30) days notice of its intent to exercise this option. Until such time, Penn Credit shall retain the entire 40% surcharge.

4.6. Penn Credit shall pay to the Clerk on a weekly basis the total of the debt Obligations collected during the previous week together with the Clerk's percentage of the surcharge associated with each debt Obligation collected. Each payment shall be accompanied by a report that includes the identifying information provided by the Clerk to Penn Credit when the debt was referred for collection, the amount of the Obligation, the amount of the surcharge retained by Penn Credit (and the amount of the surcharge paid to the Clerk, when and if the same becomes applicable). This report may be in electronic form, in writing, or in both forms, at the election of the Clerk.

4.7. Partial payments of Obligations collected by Penn Credit shall be paid to the Clerk weekly; however, Penn Credit shall provide a separate report to cover partial payments paid weekly to the Clerk, in a form approved by the Clerk. Penn Credit shall not earn any amount of the surcharge until the entire amount of the Obligation is collected and paid to the Clerk. Penn Credit is not entitled to be paid its percentage of the surcharge until the full amount of the debt Obligation (and the Clerk's share of the surcharge has been paid to the Clerk, when and if this provision becomes applicable).

4.8. The Clerk authorizes Penn Credit to endorse checks or other instruments payable to the Clerk and deposit the same in a trust account separately maintained by Penn Credit for the Clerk. The Clerk further authorizes Penn Credit to send notices of dishonor or other notices on the Clerk's behalf for dishonored instruments, to assess and collect any permissible dishonored instrument fees, and to retain any recovered fees, all at no cost to the Clerk.

5. RECALLED DEBTS

The Clerk reserves the right to recall any debts referred to Penn Credit under this Agreement. Recall shall be by actual, verbal or written notice or by constructive notice. Whenever possible, the Clerk shall provide Penn Credit with actual notice of recall, however in the event that any debt or judgment is satisfied, settled, or extinguished by any judicial or quasi-judicial body, then that event shall serve as constructive notice of recall.

6. REPORTS AND AUDITING

6.1. Penn Credit shall maintain all books of account, documents, accounting records, receipts and invoices and other records related to all charges, expenses, and costs incurred in the performance of the Service set forth herein for at least three (3) years after the date of final payment under this Agreement. The Clerk shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Penn Credit's place of business.

6.2. Penn Credit must submit to the Clerk the annual audited financial reports, financial statements, financial schedules, prepared and certified by a CPA, (e.g. at the end of Penn Credit's fiscal year), along with any reportable conditions letters, or a statement that none exist, and a report of pending litigation and its impact, if any, on the financial condition of Penn Credit as may be requested by the Clerk. The Clerk will assign a performance review team to monitor, and periodically assess, the implementation and performance of this Agreement by Penn Credit. Said periodic performance assessment shall include a review of the financial responsibility of Penn Credit and Penn Credit's historical performance of this Agreement. Penn Credit will provide such information as reasonably necessary to conduct said review.

7. DEFAULT

7.1. Penn Credit's failure to timely pay any sums of money due the Clerk or provide any report required to be submitted along with payment shall be a material breach of this Agreement and shall constitute a condition of default.

7.2. If the Clerk receives notice that Penn Credit or any person or entity acting on behalf of Penn Credit performs any part of this Agreement in violation of (1) any federal or state law, rule or regulation regarding the collection of debts, or (2) any license for debt collection companies required to perform this Agreement, the receipt of such notice shall be considered a material breach of this Agreement and shall constitute a condition of default.

7.3. If the Clerk finds that Penn Credit or any person or entity acting on behalf of Penn Credit attempts to perform this Agreement by any act constituting fraud, misrepresentation or material misstatement, such finding shall constitute a material breach of this Agreement and shall constitute a condition of default.

7.4. Under the conditions of default described above, the Clerk may immediately terminate this Agreement by giving written notice to Penn Credit of the Clerk's election to terminate this Agreement for cause.

8. TERMINATION

8.1. In addition to the Clerk's right to terminate this Agreement for cause as described in paragraph seven 7. "DEFAULT" above, the Clerk may terminate this Agreement without cause upon thirty (30) days written notice to Penn Credit. Unless Penn Credit is declared to be in default of this Agreement, Penn Credit shall be paid for its Service rendered to the Clerk's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the Clerk in writing, Penn Credit shall:

8.2. Stop work on the date and to the extent specified.

8.3. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

8.4. Transfer all collected funds, work in process, completed work, and other materials related to the terminated work to the Clerk within three (3) business days.

8.5. If directed by the Clerk, continue and complete all parts of the work which have not been terminated.

8.6. Immediately prepare and send to each person(s) who is the subject of a referred debt collection such notice and direction as may be provided by the Clerk.

8.7. Prepare final reports detailing work to date on each referred debt, plus provide such other reasonable report as to facilitate the transition and accurately account for the status of each referral.

8.8. The Clerk shall prepare a final accounting for the work performed by Penn Credit through the date of termination, and any balance of collected surcharges due to Penn Credit, after any setoff for the performance of any Service not provided by Penn Credit, shall be paid to Penn Credit within ten days after the final accounting is accepted by Penn Credit.

9. PERSONNEL AND TRAINING

9.1. Penn Credit represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Clerk. All of the services required hereinunder shall be performed by Penn Credit, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform debt collection services.

9.2. Any changes or substitutions in Penn Credit's key personnel must be made known to the Clerk and written approval must be granted by the Clerk before said change or substitution can become effective. Said approval shall not be unreasonably withheld.

9.3. Penn Credit warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

9.4. All of Penn Credit's personnel (and all subcontractor(s), agents or local counsel) will comply with all Clerk requirements governing conduct, safety, and security while on Clerk premises.

10. INDEMNIFICATION AND INSURANCE

10.1. **General Indemnification.** Penn Credit shall protect, defend, reimburse, indemnify, pay and hold the Clerk, her agents, employees and elected officials, harmless from and against any and all claims, suits, liability, loss, cost, damages, or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of Penn Credit's performance or the performance of any subcontractor, vendor, local counsel or agent utilized by Penn Credit to perform this Agreement, or due to the acts or omissions of Penn Credit or due to the acts or omissions of any subcontractor, agents, local counsel or vendors utilized by Penn Credit to perform this Agreement.

10.2. **General Indemnification.** Penn Credit expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by this Agreement shall in no way limit its responsibility to indemnify keep and save harmless the Clerk, her agents, employees and elected officials as provided herein.

10.3. **Patent and Copyright Indemnification.** Penn Credit warrants that all Services performed hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, or processes do not infringe upon or violate any patent, copyright, servicemark, trade secret or any third party proprietary rights. Penn Credit shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use of or supplying of any programs, documents, software, analyses, applications, methods, ways, and processes in the course of Penn Credit's performance of or completion of the Services described in this Agreement. Penn Credit, at its own expense, including the payment of reasonable attorney fees and costs, whether at trial or appellate levels or otherwise, shall indemnify and hold harmless the Clerk, including her agents, employees and elected officials and defend any action brought against the Clerk, including her agents, employees and elected officials, with respect to any claim, demand, cause of action, debt or liability.

10.4. **Insurance.** Penn Credit shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein and provide copies to the Clerk as requested. Failure to maintain the required insurance may be considered default of this Agreement. The requirements contained herein, as well as Clerk's review or acceptance of insurance maintained by Penn Credit, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Penn Credit under this Agreement.

10.5. **Commercial General Liability.** Penn Credit shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

10.6. **Business Auto Liability.** Penn Credit shall maintain Business Auto Liability at a limit of liability not less than $1,000,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event Penn Credit owns no automobiles, the Business Auto Liability requirement shall be amended allowing Penn Credit to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

10.7. **Workers' Compensation Insurance & Employer's Liability.** Penn Credit shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

10.8. **Professional Liability.** Penn Credit shall maintain Professional Liability, or equivalent

Errors & Omissions Liability, at a limit of liability not less than $1,000,000 Per Occurrence. The Clerk reserves the right, but not the obligation, to review Penn Credit's most recent annual report and/or audited financial statements, and reportable conditions letter(s). For policies written on a "Claims-Made" basis, Penn Credit warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Penn Credit shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve Penn Credit of the obligation to provide replacement coverage.

10.9. **Additional Insured Clause.** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance for all insurance requirements shall clearly confirm that coverage required by this Agreement has been endorsed to include Clerk as an Additional Insured.

10.10. **Waiver of Subrogation.** Penn Credit hereby waives any and all rights of Subrogation against the Clerk, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Penn Credit shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should Penn Credit enter into such an agreement on a pre-loss basis.

10.11. **Certificates of Insurance.** Within five (5) business days of the Clerk's request to do so, Penn Credit shall deliver to the Clerk Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

10.12. **Umbrella or Excess Liability.** If necessary, Penn Credit may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The Clerk shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

10.13. **Right to Revise or Reject.** The Clerk reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. The Clerk reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

10.14. **Client Contract Bond.** Penn Credit shall maintain, during the life of this Agreement, a Client Contract Bond in favor of the Clerk in an amount of Twenty five thousand Dollars ($25,000.00). The Clerk retains the option to increase/decrease said Bond depending on the actual dollar amount on a six (6) month basis over the life of this Agreement including any option years. In all cases, Penn Credit shall be notified in writing by the Clerk at least thirty (30) days in advance.

10.15. **Employee Dishonesty/Forgery.** Penn Credit shall maintain, during the life of the Agreement, a minimum of $25,000 Employee Dishonesty Coverage and a minimum of $25,000 of Depository Forgery Coverage naming Clerk as an additional insured or Penn Credit must provide a third party fidelity bond in the same amount listed herein in favor of the Clerk.

11. COMPLAINT RESOLUTION PROCESS

11.1. Any complaint received by the Clerk that relates to the performance of Service by Penn Credit shall be immediately referred to Penn Credit for investigation and response. The Clerk shall maintain a log of all such complaints showing the date of receipt, the date of referral to Penn Credit and the date of response by Penn Credit (if any).

11.2. Penn Credit shall promptly provide the Clerk with a copy of each written response to a complaint or a summary of any oral response to a complaint.

11.3. In the event any governmental agency contacts Penn Credit or any of its affiliates, subcontractors or consultants regarding the investigation of an alleged violation of any law, rule, regulation or ordinance, Penn Credit shall immediately report such contact in writing to the Clerk, providing all of the details of such contact.

11.4. It is the intent of the parties that Penn Credit shall resolve all complaints that occur during its performance of the Service provided under this Agreement and keep the Clerk informed as to the receipt and resolution of all such complaints, including contact from any governmental agency.

12. INDEPENDENT CONTRACTOR RELATIONSHIP

Penn Credit is, and shall be, in the performance of all work, services, and activities under this Agreement (the "Service"), an Independent Contractor and not an employee, agent, or servant of the Clerk. All persons engaged in any of the Service performed pursuant to this Agreement shall at all times, and in all places, be subject to Penn Credit's sole direction, supervision, and control. Penn Credit shall exercise control over the means and manner in which it and its employees perform the Service, and in all respects Penn Credit's relationship, and the relationship of its employees, to the Clerk shall be that of an Independent Contractor and not as employees or agents of the Clerk. Penn Credit does not have the power or authority to bind the Clerk in any promise, agreement, or representation other than specifically provided for in this Agreement.

13. NONDISCRIMINATION

Penn Credit warrants and represents that, during the term of this Agreement, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Penn Credit shall comply with all federal, state and local laws governing the same, and will be subject to the provisions of section 287.134, Florida Statutes (2010). Penn Credit shall require any affiliate, supplier, subcontractor and consultants performing any of the Service governed by this Agreement to comply with this covenant of nondiscrimination.

14. PUBLIC ENTITIES CRIMES

As provided in section 287.132-133, Florida Statutes (2010), by entering into this Agreement or performing any work in furtherance hereof, Penn Credit certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes (2010).

15. CONFIDENTIALITY AND PROPRIETARY INFORMATION

15.1. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the Clerk or at her expense will be kept confidential by Penn Credit and will not be disclosed to any other party, directly or indirectly, without the Clerk's prior written consent, unless required by a lawful order. All such information, whether in the form of documents, drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Agreement shall remain the Clerk's property and may not be reproduced, used or reused by Penn Credit for any purpose except in the strict performance of the Service described in this Agreement.

15.2. The Clerk and Penn Credit shall comply with the provisions of Florida Statutes Chapter 119 (2010) (Public Records Law) including Section 119.0721 and Penn Credit shall protect and maintain the confidentiality of confidential information both during the existence of this Agreement and thereafter.

15.3. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

15.4. Upon the termination of this Agreement, Penn Credit shall immediately turn over to the Clerk all information provided by the Clerk to Penn Credit under the terms of this Agreement in whatever form tangible, electronic data or otherwise, and no copies thereof shall be retained by Penn Credit or any person, entity, or subcontractor acting on behalf of Penn Credit, without the prior written consent of the Clerk.

15.5. **Proprietary Information.** During the term of this Agreement, Penn Credit shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Clerk's property any computer programs, data compilations, or other software which the Clerk has either developed, has used or is using, is holding for use, or which are otherwise in the possession of the Clerk ("Computer Software"). All third-party license agreements must also be honored by Penn Credit in the performance of this Agreement, if the Computer Software has been leased or purchased by the Clerk or the Clerk has obtained a license for its use from a third party.

15.6. Penn Credit expressly agrees to be bound by and shall defend, indemnify and hold harmless the Clerk and her agents, employees and elected officials from Penn Credit's breach of any federal, state or local law or constitutional provision in regard to the privacy of any individual, arising under this Agreement.

16. CONFLICTS OF INTEREST

16.1. Penn Credit represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Service required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Penn Credit further represents that no person having any conflict of interest shall be employed or retained for said performance or services.

16.2. Penn Credit shall promptly notify the Clerk, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, Penn Credit's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Penn Credit may undertake and request an opinion of the Clerk as to whether the association, interest or circumstance would, in the opinion of the Clerk, constitute a conflict of interest if entered into by Penn Credit. The Clerk agrees to notify Penn Credit of its opinion by certified mail within thirty (30) days of receipt of notification by Penn Credit. If, in the opinion of the Clerk, the prospective business association, interest or circumstance would not constitute a conflict of interest by Penn Credit, the Clerk shall so state in the notification and Penn Credit shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Clerk by Penn Credit under the terms of this Agreement.

16.3. No officer, director, employee, agent or other consultant of the Clerk or a member of the immediate family or household of the aforesaid has directly or indirectly received or has been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

17. MISCELLANEOUS

17.1. **Entire Agreement.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

17.2. **Modification.** No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

17.3. **Florida Law.** Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the Florida Statutes shall by reference be made a part of this Agreement as though set forth in full.

17.4. **No Assignment.** Penn Credit shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the Clerk.

17.5. **Waiver.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. Conversely, a party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

17.6. **Jurisdiction/Venue.** This Agreement and any performance thereunder will be governed by the laws of the State of Florida. The venue of any action involving this Agreement will be in Hillsborough County, Florida, and all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida; further, the parties agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

17.7. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties herein are not materially prejudiced and the intentions of the parties continue to be effective.

17.8. **Authorization to Contract.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17.9. **Time of the Essence.** Time is of the essence in the performance of this Agreement. Based on the available documents, timetables, and duration of this Agreement, Penn Credit represents that Penn Credit has no internal scheduling conflicts and that Penn Credit will avoid any internal scheduling conflicts in the future which might affect Penn Credit's timely performance of this Agreement in any material respect.

17.10. **No Third Party Beneficiary.** This Agreement is entered into for the benefit of the Clerk of the Circuit Court, Hillsborough County, and Penn Credit, and no other parties are entitled to enforce its terms. No third-party beneficiaries are intended to be created or are created hereunder, and no other party can derive any benefit or right here from.

17.11. **No Affiliation.** Penn Credit warrants that they have 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 Penn Credit has not paid or agreed to pay any person, company, corporation or firm other than a bona-fide employee working solely for Penn Credit any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

17.12. **Non-Interference with County or State Agencies in Hillsborough County.** Penn Credit's performance of work under this Agreement must not interfere unnecessarily with the operation of any County or State agency in Hillsborough County.

17.13. **Survival Provision.** The terms and provisions of this Agreement, which by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performance and termination of this Agreement.

17.14. **Notice.** Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via certified United States mail, postage paid or other means where specifically permitted within this Agreement to the addresses listed below:

Penn Credit's Representative:

Name: Donald C. Donagher Jr.

Title: CEO

Address: 916 South 14th Street
Harrisburg, PA 17104

Telephone: 561-346-3812

Fax: 717-238-1370

Clerk's Representative:

Name: Doug Bakke

Title: Director of Domestic Violence, Indigency Screening and Collections Operations

Address: Post Office Box 1110
Tampa, Florida 33601-1110

Telephone: (813) 276-8100

Fax: (813) 276-2124

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

WITNESS:

ATTEST:

Thomas F. Foley Jr.
COO

CLERK:

By: Pat Frank
Pat Frank
Clerk of the Circuit Court

PENN CREDIT CORPORATION

By: ______________________
Donald C. Donagher Jr.
CEO

REVIEWED AND APPROVED
THIS 27th DAY OF October 2010,
BY: ______________________
LEGAL COUNSEL TO THE CLERK

SCOPE OF SERVICE
EXHIBIT "A"

This Scope of Service, together with the terms of the PF Agreement for Debt Collection Services (the "Agreement") entered into on - October 27, 2010 between the Clerk of the Circuit Court, Hillsborough County ("Clerk") and Penn Credit Corporation ("Penn Credit"), define the Service to be performed by Penn Credit under the terms of the Agreement.

1. Non-exclusive Service.

Nothing in the Agreement or this Exhibit "A" grants unto Penn Credit the exclusive right to perform debt collection services on behalf of the Clerk. The Clerk reserves the right to refer debt for collection to any other debt collection firm or attorney at law as permitted by section 28.246, Florida Statutes (2010).

2. In performing the Agreement, Penn Credit shall:

2.1 Provide qualified and experienced personnel to perform the requested Service in a manner consistent with all Federal, State and local laws.

2.2 Have sufficient knowledge of all applicable Federal, State and local laws and regulations regarding debt collection, and shall be registered as a Collection Agency in the State of Florida, and all other states of the United States.

2.3 Be subject to Florida Commercial Collection Practices Act and the Fair Debt Collection Practices Act, where applicable.

2.4 Have the capability to effect collections in all 50 States, U.S. Territories or Commonwealths, Caribbean nations, Canada and foreign countries, and shall meet all interstate collections requirements.

2.5 Conduct collections activities in a manner that will maximize collections on all accounts transferred by the Clerk.

2.6 Take reasonable and appropriate steps to locate debtors where addresses may be unknown, including foreign countries.

2.7 Institute methods 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 including the Fair Debt Collection Practices Act (FDCPA), where applicable.

2.8 Provide management and financial reports (in an electronic format), including but not limited to:

a) A Daily Acknowledgment Report verifying that Penn Credit has received specific accounts. This report shall be sent to the Clerk of Courts via modem or other acceptable method within 24-hours of transmittal of accounts. This report shall indicate the number of accounts, date received and total amount referred.

b) A Weekly Remittance Statement with each check or wire transfer forwarded to the Clerk, indicating for each case/citation, at a minimum, defendant's name, case number(s), citation number(s) if known, amount referred, amount paid, date paid, balance due, and the cumulative total for each case.

c) A Monthly Remittance Report indicating the cases/citations for the previous month and including, at a minimum the required information for the daily remittance report above.

d) A detailed Monthly Status Report, at the beginning of each month, providing the most recent activity for the previous month on each account indicating, at a minimum, the name, case number, status original and modified amount due, amount paid last month, amount paid to date for each case, balance due, distribution to Clerk and allocation to Penn Credit (as a fee) and returned, and accounts reported to a credit bureau. All amounts shall be totaled.

e) A Daily Cancellation Report by case/citation number(s), showing the reason for return to the Clerk and the outstanding balance. This report shall include information on any legal action undertaken and judgment issued (if any), bankruptcy status, deceased status, or accounts recalled by the Clerk. If defendant is bankrupt, the bankruptcy case number shall be indicated. If deceased, an indication as to the status of estate and probate case number shall be provided. The report shall indicate if collection activity has stopped for any other reason than those outlined above, and any that Penn Credit has determined is uncollectible.

f) A Monthly Cancellation Report identifying the cases/citations from the previous month and including at a minimum the required information for the daily cancellation report above.

g) A Performance Report with a summary of aged receivable by category of debt and a report that shows the number of accounts assigned, collected, collection rate, and number and percentage returned.

h) Other reports, which the Clerk may require. While the Clerk does not expect to request such reports on a routine basis, there may be an instance when the Clerk may require a special report as it relates to the collection of these accounts. The Clerk will use reasonableness in requesting these reports.

2.9 Provide notice of any planned referral for legal action and obtain prior written approval from the Clerk. Penn Credit will communicate with Clerk's Counsel regarding legal actions and settlements and costs shall be borne by Penn Credit.

2.10 Obtain prior written specific consent of the Clerk prior to negotiating a final settlement or before otherwise compromising any account.

2.11 Be responsible for returning accounts to the Clerk upon recall. Penn Credit must stop all collection activity immediately when notified by the Clerk to cancel any account(s). The Clerk reserves the right to reevaluate, adjust, cancel or recall any account(s) assigned to Penn Credit for collection.

2.12 Transfer all accounts to the Clerk when in the opinion of Penn Credit, collection efforts have ended, or within thirty days after termination of the Agreement. The Clerk will be diligent in its review of any accounts transferred back to the Clerk, to determine if the account was truly uncollectible, or if the account was transferred back to the Clerk without sufficient effort on the part of Penn Credit.

2.13 Designate a contract coordinator responsible for all matters relating to the Agreement. Penn Credit shall advise the Clerk in writing of any changes made as it pertains to the contract coordinator, in advance if possible, but at least shortly thereafter if not possible before time.

2.14 Provide all necessary developing, copying, faxing, postal costs and all other such related services at Penn Credit's costs.

2.15 Make all related records available and assist the Clerk in the instance the Clerk wishes to audit any of Penn Credit's activities as it pertains to the Agreement.

2.16 In the instance Penn Credit discovers that the debtor is deceased, pursue an estate residual if applicable. If recovery is not feasible, transfer the account back to the Clerk. Provide appropriate documentation, upon request from the Clerk, that a claim was filed with the decedent's estate and/or that Penn Credit petitioned to have the estate liquidated to recover the debt.

2.17 Maintain and retain all books, records, data, and other related and relevant documentation for a minimum of three (3) years after the expiration of the Agreement.

2.18 Receive all monies collected from debtors, and forward payment to the Clerk, on a daily basis, for amounts due the Clerk, along with supporting documentation in an electronic format, to be determined by the Clerk.

2.19 Pick up and deliver any items related to these services at no cost to the Clerk.

2.20 Transfer back any accounts the Clerk may require for whatever reason, at no cost to the Clerk.

2.21 Not settle any account for less than the full amount owed or enter into installment payment plans with debtors, unless otherwise directed, in writing by the Clerk.

2.22 Attempt to collect all balances due for services as well as attempt to assess debtor's ability to repay the debt, and if necessary, extend time payments, which shall be subject to the guidelines established by the County/Clerk.

2.23 Contact the sender of monies, when there is insufficient information to identify the case/citation to which the payment relates.

2.24 Return all records to the Clerk on a timely basis.

2.25 Provide the Clerk with read only access to Penn Credit's data system in order to research the complete transaction history of any or all accounts referred to Penn Credit by the Clerk.

2.26 Perform a test of Penn Credit's collection system using the data file provided by the Clerk and then return the file to the Clerk for analysis.

2.27 Perform any requested corrections, changes or modifications to Penn Credit's collection system, at no cost to the Clerk, and re-test the data file until Penn Credit's collection system meets the Clerk's satisfaction.

The Clerk shall:

2.1 Transfer debts over 90 days delinquent except for accounts the Clerk deems it does not wish to transfer to Penn Credit. Although it is the intent of the Clerk to transfer accounts to Penn Credit when accounts are more than 90 days delinquent, the Clerk reserves the right to extend that 90 day period at its sole discretion and for any additional time period the Clerk deems necessary.

2.2 Notify Penn Credit when accounts are ready for transfer or arrange a periodic automatic transfer.

2.3 Reserve the right to recall assigned accounts at any time and for whatever reason, and will not be responsible for any costs incurred by Penn Credit for that account.

2.4 Designate a contract coordinator responsible for matters concerning the Agreement.

2.5 Notify Penn Credit when collection action is to be cancelled and transferred back to the Clerk, or suspended for any period of time.

2.6 Notify Penn Credit of any adjustments or corrections made to the amount due.

2.7 Not be expected to provide any further assistance in the collection of accounts, once an account is transferred to Penn Credit.

2.8 Reserve the right to change any portion of the Work outlined herein, if there are changes in Federal, State, local, or County law, ordinance, written rule, resolution, administrative policy or procedure that make it necessary.

2.9 Transfer any new accounts and account modifications to Penn Credit daily with the account elements the Clerk deems necessary.

2.10 Collect the surcharge, for accounts which have been referred to Penn Credit, on behalf of Penn Credit when debtors pay at the Clerk's Office. The Clerk shall remit Penn Credit's portion of the surcharge to Penn Credit. The Clerk reserves the right to not accept, at the Clerk's Office, any payment(s) by debtors for any account(s) which have been referred to Penn Credit.

2.11 Provide Penn Credit with a data file in order to run a test of Penn Credit's collection system. The Clerk reserves the right to be the sole judge as to the suitability of Penn Credit's collection system based on the results of the test. The Clerk also reserves the right not to refer any accounts to Penn Credit until such time that Penn Credit has performed all corrections, changes or modifications to its system, which the Clerk deems necessary, and has re-tested the collection system until it meets the Clerk's satisfaction.

2.12 The Clerk shall be responsible to prepare and file any documentation required to be filed by any order of court in any case associated with a debt referred to Penn Credit under this Agreement.

Subject: SB 7066
Date: Tuesday, June 18, 2019 at 1:58:00 PM Eastern Daylight Time
From: Jaquiss, Manley
To: Bakke, Doug
CC: Campbell, Corlis, Tomlinson, Shelley, Brown, Butch, Williams, Brandi
Attachments: image001.png, Termination of Supervision Letter.pdf, Closing Summary.pdf

Good Afternoon Doug:

I was advised by your office that you will be out until Monday, thus this email.

Per recently enacted SB 7066, we will be submitting two (2) documents through EPortal for filing in your office effective July 1, 2019 to assist in reporting the completion of the court ordered term of supervision. These two documents are as follows:

- Termination of Supervision Letter
- Closing Summary

I have attached a sample of each document for your review.

Upon your return, please call if you have any questions or concerns.

As always, I appreciate all that you and your office do for the Department of Corrections in the Thirteenth Judicial Circuit.

Manley E. Jaquiss
Correctional Probation Senior Supervisor
Florida Department of Corrections
13-C Tampa Intake
1313 North Tampa Street, Suite 124
Tampa, Florida 33602
Main Office Number:(813) 233-3450

Manley.Jaquiss@fdc.myflorida.com

Provide a continuum of services to meet the needs of those entrusted to our care, creating a safe and professional environment with the outcome of reduced victimization, safer communities and an emphasis on the premium of life.

Safety ★ Accountability ★ Fairness & Integrity ★ Innovation

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS CLOSING SUMMARY

June 17, 2019

; DC#

Dear

Please see the below details in reference to any outstanding terms for the case number listed below at the time of termination, including, but not limited to, uncompleted conditions, unpaid restitution, court costs, fees and fines.

Sentencing Judge: Honorable
County of Sentence:
Case No:

Supervision
Community Supervision

Sentence Date	Offense	Offense Date	County	Case Number	Supervision Length
02/15/2016	FRAUD-CREDIT-CARD	03/13/2015	COLUMBIA	1500506	003Y 00M 00D

Termination

Date of Termination	Type of Termination	Disposition Reason (If appropriate)
02/14/2019	NORMAL TERMINATION	

Restitution

Case Number	Payee Name	Original Obligation	Current Balance	Last Payment Amt	Date
1500506	T D BANK	250.00	0.00	100.00	06/08/2016
	SURCHARGE	10.00	0.00	0.00	

Court Costs/Fines

Case Number	Payee Name	Original Obligation	Current Balance	Last Payment Amt	Date
** See attached Clerk Printout **					

State Accounts

Case Number	Payee Name	Original Obligation	Current Balance	Last Payment Amt	Date

State Accounts

Case Number	Payee Name	Original Obligation	Current Balance	Last Payment Amt	Date
1500506	DEPARTMENT OF CORRECTIONS DRUG	30.00	0.00	10.93	12/27/2018
	DC OFFICER TRAINING/EQUIPMENT	72.00	0.00	2.00	01/02/2019
	STATE OF FLORIDA COST OF SUPER	720.00	0.00	20.00	01/02/2019
	SURCHARGE	32.88	0.00	0.00	

Others

Case Number	Payee Name	Original Obligation	Current Balance	Last Payment Amt	Date
** NO OTHER ACCOUNTS **					

Community Service Hours

Court Ordered Hours	Monthly Minimum Hours Required	Hours Completed	Hours Remaining
** NO PUBLIC SERVICE HOURS ORDERED **			

Treatment Status
(Summary of offender's current and prior participation in treatment, educational, and vocational programs):

Treatment Date	Program Description	Termination Date	Status	Termination Reason
** NO TREATMENT RECORD **				

Status of Other Special Conditions

Case Number	Special Condition	Begin Date	Due Date	End Date	Status
1500506	RESTITUTION	02/15/2016	02/14/2019	06/08/2016	COMPLETED
1500506	PAY FOR DRUG TESTING	02/15/2016	02/14/2019	12/27/2018	COMPLETED
1500506	NO CONTACT W VICTIM/V FAMILY	02/15/2016	02/14/2019	02/14/2019	COMPLETED
1500506	MAINTAIN FULL-TIME EMPLOY/SCHL	02/15/2016	02/14/2019	02/14/2019	COMPLETED

The foregoing is true and correct to the best of my knowledge and belief.

Robbi Snipes Officer Date

Angela Summers Supervisor Date

CC: Clerk of Court
CC: Offender File
CC: Florida Commission on Offender Review, if applicable

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS

Secretary
MARK S. INCH

501 South Calhoun Street, Tallahassee, FL 32399-2500

http://www.dc.state.fl.us

Date: _____

RE: TERMINATION OF SUPERVISION
DC# _____
DOCKET/UC NO(S) _____

_____
_____
_____

Dear _____

You are hereby notified that you completed your term(s) of supervision on _____, as referenced above, and are no longer under the supervision of the Department of Corrections.

Pursuant to Florida Statute 98.0751, if you were convicted of a felony offense, other than murder or a sex offense, you may be eligible to have your voting rights restored immediately upon the completion of all terms of your sentence, including, but not limited to any unpaid restitution, court costs, fees or fines.

Individuals who do not qualify for automatic restoration of voting rights under Florida Statute 98.0751, will not be qualified to vote until their civil rights are restored as outlined in Article IV, Section 8 of the Florida Constitution.

For additional information related to the restoration of voting rights process under Florida Statute 98.0751, contact the Supervisor of Elections in your county of release.

If you were adjudicated guilty and on supervision for a felony offense, please see attached information sheet prepared by the Office of Executive Clemency, entitled **RESTORATION OF CIVIL RIGHTS, PARDONS, PARDONS WITHOUT FIREARM AUTHORITY, FIREARM AUTHORITY, REMISSION OF FINES AND FORFEITURES** updated June 30, 2014 for information regarding the restoration of civil rights process. This information sheet and the application can be accessed on the following website for future reference: https://fcor.state.fl.us/restoration.shtml or call (850) 488-2952 or 1-800-435-8286.

Sincerely, ___________________________________

Original: Offender
Copy: Offender File
Clerk of Court (if required)
(Revised 11/15)

Right Side – Offender File