Clerk of the Circuit & County Courts
DUVAL COUNTY
JACKSONVILLE, FLORIDA 32202

RONNIE FUSSELL
CLERK OF THE CIRCUIT COURT

TELEPHONE: 904-255-2000
FACSIMILE: 904-255-2157

September 9, 2019

Christine Monahan
American Oversight
1030 15th Street NW, Suite B255
Washington, DC 20005

RE: Duval Clerk Records Request

Ms. Monahan,

As we have discussed, the Clerk's Office is in receipt of two records requests from American Oversight related to Amendment 4 and Senate Bill 7066. Please find the Clerk's response to both requests below in blue. For your convenience I have also posted the text of your requests as well. All responsive records are on the attached disk.

All email communications (including email messages, email attachments, calendar invitations, and calendar invitation attachments) pertaining to implementation of Senate Bill (S.B.) 7066 and including (a) any employees or representative of the county clerk of the courts and (b) any of the following:

i. Any Florida county elections officials

ii. Any official of the Florida Department of State (including anyone with an email address ending in @DOS.MyFlorida.com, or @dos.state.fl.us)

iii. Any official of the Florida Department of Corrections (including anyone with an email address sending in @fdc.myflorida.com, or @mail.dc.state.fl.us)

iv. Any employees or representatives of any collections agents under contract by the county

This request includes email communications related to how to determine if an individual with a prior felony conviction has completed all terms of his or her sentence—including whether he or she has paid all court-ordered fines, fees, and/or restitution—and the accuracy of data related to an individual's completion of his or her sentence.

Please provide all responsive records from November 6, 2018, to the date of the search.

As agreed, the Clerk conducted a search of all emails to and from all Clerk employees utilizing the search terms you requested. All responsive emails are contained in a pst file titled "American Oversight Email Search."

1. All records prepared for or provided to the county clerk of courts regarding procedures for determining the eligibility of individuals with prior felony convictions to register to vote pursuant to Senate Bill (S.B.) 7066 (e.g., memoranda, guidance, directives, rules, interpretations, etc.). This request covers, but is not limited to, any records related to determining if an individual with a prior felony conviction has completed all terms of his or her sentence, including whether he or she has paid all court-ordered fines, fees, and/or restitution.

Please provide all responsive records from May 3, 2019, to the date of the search.

The Clerk has no procedures determining the eligibility of individuals with prior felony convictions to register to vote pursuant to Senate Bill 7066. Therefore, there are no records responsive to this request.

2. All records reflecting how information regarding the completion or incompletion of all terms of a sentence for a felony offense (including if an individual owes any outstanding fees, fines, or restitution) is tracked and shared between (a) the county clerk of courts, and (b) any local or state officials, including but not limited to local supervisors of elections (SOEs), the Department of State, and Department of Corrections. This request covers, but is not limited to, any record memorializing any information-sharing arrangement on this subject between the above parties (e.g., contract, memorandum of agreement, memorandum of understanding, etc.).

Please provide all responsive records from November 6, 2018, to the date of the search.

All responsive records can be found on the attached disk in the pst file titled "American Oversight Email Search."

3. All records reflecting how information regarding the completion or incompletion of all terms of a sentence for a felony offense, including if an individual owes any outstanding fees, fines, or restitution, is tracked and shared between (a) the county clerk of courts, and (b) any collections agents under contract by the county. This request covers, but is not limited to, any record memorializing any information-sharing arrangement on this subject between the above parties (e.g., contract, memorandum of agreement, memorandum of understanding, etc.).

Please provide all responsive records created or in effect from November 6, 2018, to the date of the search.

Please find contracts between the Clerk's Office and various collections agency located in the "Collections Contract" folder on the attached disk. Please note that only the contract with Linebarger is still in effect, but the contracts with the other two vendors were in effect during a portion of the requested time period.

4. All records pertaining to how information regarding the completion or incompletion of all terms of a sentence for a felony offense, including if an individual owes any outstanding fees, fines, or restitution, is verified. This request covers any policies, procedures, or contract terms, as well as any audits or other investigative records, including final reports, related to the accuracy and verification of this information.

Please provide all responsive records created or in effect from November 6, 2018, to the date of the search.

The only responsive records would be each individual defendant's printout of the case fee summary from the Clerk's case management system reflecting the balance due on the case. Please note there are approximately 208,000 felony cases with balances due. Please let me know if you would like me to prepare a cost estimate to produce those case fee summary sheets.

Sincerely,

Brian M Corrigan

Brian Corrigan

Senior Manager to the Clerk – Public Information Officer

AGREEMENT
BETWEEN
DUVAL COUNTY CLERK OF THE CIRCUIT AND COUNTY COURTS
AND
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
FOR
PROFESSIONAL COLLECTION SERVICES INCLUDING THE COLLECTION OF DELINQUENT FEES, FINES AND COSTS

THIS AGREEMENT, made and entered into in duplicate this 15 day, of April, 2011 by and between DUVAL COUNTY CLERK OF THE CIRCUIT COURT (hereinafter referred to as "CLERK"), and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, authorized to do business in the State of Florida, with an office at 8130 Baymeadows Circle West, Suite 203 Jacksonville, FL 32256, (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the CLERK hereby engages the CONSULTANT for professional collection services in accordance with the following:

ATRICLE 1: Engagement and Performance of CONSULTANT

CLERK hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CLERK professional services for the Project, as described in and according to the provisions of: "Scope of Services", attached hereto as Exhibit "A" (the "Services") and, by this reference, made a part hereof. The CLERK is engaging the CONSULTANT exclusively in CONSULTANT's capacity as a registered collection firm in all fifty states, including the State of Florida. In providing the Services the CONSULTANT will not use profanity or abusive language with any debtor; not shall the CONSULTANT make representation of being a law enforcement officer, friend of the court, or representative of any of them; nor shall the CONSULTANT make representation of being a federal, state or local governmental employee; nor shall CONSULTANT make repeated telephone calls with the purpose to harass a debtor; nor make collect telephone calls; not make threats. The CONSULTANT shall be courteous in all relationships with the debtor. The CONSULTANT shall not make collection calls to debtors prior to 8:00 AM or after 9:00 PM; nor shall CONSULTANT make such calls on Sundays, holidays, or periods of religious observance. Should it become necessary for the CONSULTANT to provide computer hardware, software, programming services and /or in –house personnel to CLERK, in order to perform the Services, a separate written agreement and fee structure shall be negotiated, as an amendment hereto. This engagement of CONSULTANT is non exclusive. The CLERK does not warrant or guarantee that it will send CONSULTANT all or any of its delinquent accounts. Failure of the CLERK to send CONSULTANT any such delinquent accounts shall not be a breach of or a default under this Agreement.

ARTICLE 2: Coordination and Services Provided by Clerk

CLERK shall designate, for the Services received, a Project Coordinator who will, on behalf of the CLERK, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all project related activities with the designated Project Coordinator.

(a) The CLERK shall provide the following services: send to the CONSULTANT, delinquent accounts as mutually agreed to by the parties hereto, by electronic medium, in a format and frequency to be agreed upon by the parties; report to the CONSULTANT any payments received by the CLERK for accounts previously referred to the CONSULTANT; and research disputed accounts referred from the CONSULTANT and provide and/or certify the validity of the debt; provide CONSULTANT with copies of or access to, information and documentation necessary for CONSULTANT to collect fees, fines and costs that are subject to this Agreement.

ARTICLE 3: Referral/Return of Accounts.

For purposes of this agreement, an account is considered delinquent and eligible for referral to CONSULTANT when not paid within the time allowed by Florida law. CONSULTANT reserves the right to return any delinquent accounts in which the debtor, obligor, or defendant has been identified as being in bankruptcy, jail or prison, or deemed indigent or otherwise unable to pay by a court of competent jurisdiction. With respect to these returned accounts, neither party shall have any further obligations to the other party under this Agreement.

ARTICLE 4: Duration of Agreement, Termination and Renewal Option:

The term of this Agreement shall commence upon the signature of both parties hereto, and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, for a period of two (2) years thereafter. In the event this Agreement is terminated, the CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of notice of termination. This Agreement may be renewed for up to three (3) additional one (1) year renewal periods under mutually agreed upon terms and conditions. The CLERK and CONSULTANT agree that each additional renewal period shall be deemed to have been exercised without any further action unless, at least sixty (60) days prior to the renewal date, either party hereto gives written notice to the other party of the intention not to continue the Agreement into the next renewal period. Upon its expiration and at the mutual agreement of the parties, this Agreement may continue on a month-to-month basis until such time as the CLERK is able to negotiate a new agreement with CONSULTANT or find another consultant to provide the same or similar services to the CLERK.

ARTICL 5: Termination.

During the term of this Agreement, either party shall have the right to terminate the same for cause or default of either party prior to its expiration date in accord with the time periods specified in section (a) below. Cause for termination shall include, but is not limited to, unsatisfactory performance, acts or omissions. The party giving notice of the cause shall grant the receiving party a period of sixty (60) days, from receipt of the written notice, the opportunity to cure the default. In the event the party receiving notice does not cure the default to the satisfaction of the party giving notice, the party giving the notice may terminate this agreement by giving written notification of termination as specified in Section (a) below;

(a) The effective date for any termination shall be six (6) months from the date the written notice of termination is received. The parties agree that the said six (6) month period is adequate for the purpose of the CLERK finding an alternative solution to its collection needs; and for the CONSULTANT to complete any work in progress upon receipt of notice of termination.

(b) The CLERK is entitled, but is not required, to refer additional accounts to the CONSULTANT after a notice of termination has been given. In any event, the CONSULTANT shall be entitled to payment of its fees on all amounts collected on referred accounts during the six (6) month winding down period specified in Section (a) above. At the end of said winding down period, all accounts shall immediately be returned to the CLERK.

ARTICLE 6: Delays

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ATRICLE 7: Suspension of Services

The CLERK may suspend the performance of the Services rendered by providing five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the CONSULTANT shall resume the full performance of the Services when directed in writing to so by the Project Coordinator. Suspension of services for reasons other than the CONSULTANT's negligence or failure to perform, shall not affect the CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 8: Payments for Services of Consultant

The CLERK will compensate the CONSULTANT for the Services rendered hereunder in accordance with the following terms:

(a) This is a contingent fee agreement, made and entered into pursuant to Section 28.246-, Florida Statutes, the CLERK is authorized to add and recover costs of collections in an amount not-to-exceed forty percent (40%) of the total fines, fees and costs owed (the "Collection Fee"). Therefore, for each delinquent account, sent to the CONSULTANT, the Collection Fee will be determined and added by the CLERK. The total amount is the "Collection Amount." Once having determined the Collection Amount, the application and collection of the Collection Fee will be as specified in Sections (b) and (c) of this article.

(b) For all such Collection Amounts collected by the CONSULTANT, the CONSULTANT will earn the Collection Fee, as compensation. Such Collection Fee shall become the property of the CONSULTANT immediately upon collection for the Collection Amount and the CONSULTANT shall deposit the balance of the Collection Amount, as provided in the Scope of services, attached hereto as Exhibit "A". The CONSULTANT shall send the CLERK a written report of all collections, on a monthly basis, specifying the collection of the Collection Amounts for the previous month. Entitlement to the Collection Fee depends on Collection Amounts being collected. There shall be no compromise on amount of the delinquent fines and charges that make up part of the Collection Amount.

(c) The CLERK's maximum indebtedness under this Agreement is zero dollars ($0) because this is a legislatively authorized contingent fee arrangement, relative to monies that have not yet been collected or earned.

ARTICLE 9: General Indemnity

The CONSULTANT including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend the CLERK, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the CONSULTANT's, its employees, agents, and/or subconsultant's performance of the Agreement or work performed thereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 9, relating to General Indemnity shall survive the tenure of this Agreement, for events that occur during the term of this Agreement.

ARTICLE 10: Insurance

Without limiting its liability under this Agreement, the CONSULTANT shall procure and maintain at its sole expense during the term of the term of the Agreement, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employers Liability	\$100,000 Each Accident
(Including appropriate Federal	\$500,000 Disease Policy Limit
Acts and other	\$100,000 Each Employee/Disease
States Endorsement)	
Comprehensive General Liability	\$2,000,000
Including Premises operations, and	\$2,000,000 Product/Comp Ops Aggregate
Contractual liability	\$100,000 Personal/Advertising Injury
Each Occurrence	\$100,000
Fire Damage	\$50,000
Medical Expenses	\$5,000

Duval County Clerk of the Courts shall be named as additional insured's under all of the above Comprehensive General Liability coverage.

Automobile Liability	1,000,000 Combined Single Limit
(all automobiles owned, hired or non-owned)	
Professional Liability	\$1,000,000

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the annual expiration date of the policy.)

Bonding: Each employee of CONSULTANT must have a minimum of \$25,000 Employee Dishonesty Coverage and a minimum of Depository Forgery Coverage naming the CLERK and the Clerk of Courts as additional insured's or the CONSULTANT must provide a third party fidelity bond in the same amounts listed herein in favor of the CLERK.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriters right of subrogation in favor of the CLERK. Such Insurance shall be written by an insurer with an A. M . Best Rating of "AX" or better. Prior to commencing any work on the project, Certificates of Insurance, approved by the CLERK's Division of Insurance & Risk Management, demonstrating the maintenance of said insurance shall be furnished to the CLERK. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the CLERK. Anything to the contrary notwithstanding, the liabilities of the CONSULTANT under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage's. Neither approval nor failure to disapprove insurance furnished by the CONSULTANT shall relieve the CONSULTANT or its subconsultants from responsibility to provide insurance as required by this Agreement.

ARTICLE 11: Accuracy of Work

The CONSULTANT shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT and be responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

ARTICLE 12: Nonwaiver

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CLERK's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 13: Compliance with State and Other Laws

In providing the Services under this Agreement, the CONSULTANT must comply with any and all applicable federal, State and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations may include, but are not limited to laws, rules and regulations, of any jurisdiction governing collections, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Non-Discrimination Provisions

The CONSULTANT represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The CONSULTANT agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that the CONSULTANT shall not be required to produce, for inspection, records covering periods of time more than one

(1) year prior to the day and year first above written. The CONSULTANT agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: Equal Employment Opportunity

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment if the Handicapped clause in Title 20, part 741.3, of the code of Federal Regulations, the Listing of Employment openings for Veterans Clause in Title 41, Part 50-250.2 of the Code of Federal Regulations and the Disabled veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If the CONSULTANT is exempt from any of the above cited terms, written, evidence of such exempt status must be provided to the CLERK.

ARTICLE 16: Contingent Fees in Obtaining Agreement Prohibited

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the CLERK shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. As disclosed in CONSULTANT'S proposal to Request for Proposal (P-129-01), CONSULTANT does have a longstanding agreement with attorney Sonny Holtzman, who acts as the CONSULTANT's Florida Counsel. This provision does not apply to that agreement because the amounts paid to Mr. Holtzman are for services rendered to the CONSULTANT pursuant to this and other contracts CONSULTANT has throughout Florida.

ARTICLE 17: Truth in Negotiation

The CONSULTANT understands and agrees that execution of this Agreement by the CONSULTANT shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement. Pursuant to such certificate, the CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CLERK determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

ARTICLE 18: Independent Contractor

In the performance of this Agreement, the CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the CLERK. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the Services rendered under the provisions of this Agreement.

ARTICLE 19: Retention of Records/Audit

The CONSULTANT and its subcontractors shall maintain all books of accounts, documents, papers, accounting records, receipts and invoices and other records pertaining to casts incurred in the performance of the Services and shall make such materials available at all reasonable times, during the period of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection and/or audit by the CLERK. All such documents relating to the services performed or money expended under this agreement shall be open to the CLERK's inspection and audit during the CONSULTANT's regular business hours.

ARTICLE 20: Governing State Law/Venue/Severability

The rights obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of this Agreement shall be in the courts located in Jacksonville, Duval County, Florida. Should any provision of this Agreement determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired

ARTICLE 21: Article Headings

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 22: Construction

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Preferentum" shall not be applied to the interpretation of this Agreement.

ARTICLE 23: Successors and Assigns

The CLERK and the CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the CONSULTANT of its interests in this Agreement without the prior written consent of the CLERK shall be void, in the sole discretion of the CLERK. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the CLERK.

ARTICLE 24: Notice

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following

As to the CLERK:

The Honorable Jim Fuller
Clerk of the Circuit and County Courts
Duval County Courthouse
330 East Bay Street
Jacksonville, FL 32202

As to the CONSULTANT:

Linebarger Goggan Blair & Sampson, LLP
Attn: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

ARTICLE 24: Parties Defined

A. As used herein, the term "CONSULTANT" shall include, but not be limited to Linebarger, Goggan, Blair & Sampson L.L.P; its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

B. As used herein the term "CLERK" shall mean the Duval County Clerk of the Courts, Florida, a municipal corporation, and shall include the Clerk of the Circuit and County Courts, as that office exists, pursuant to article 12 of the Charter of Duval County Clerk of the Courts, Chapter 94-341, Laws of Florida, together with all their respective directors, officers, employees agents and elected officials.

ARTICLE 25: Ethics

The CONSULTANT represents that it has reviewed and shall comply with all applicable ethics guidelines.

ARTICLE 26: Conflict of Interest

The CONSULTANT shall comply with all applicable guidelines with respect to disclosures by public officials who have or acquire a financial interest in a bid or contract with the CLERK.

ARTICLE 27: Public Entity Crimes

The parties are aware and understand that a person or affiliate who has been placed on the state of Florida Convicted Vendor List, following a conviction for a public entity crime, may not be transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 28: Entire Agreement/Amendments

This agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONSULTANT hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

ARTICLE 29: Order of Precedence

In the event of any conflict between or among the provisions of this Agreement and any exhibits attached hereto, the order of precedence shall be this Agreement then the exhibit, but only to the extent of any conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

By: Thomas E. Hughes

Thomas E. Hughes
Type/Print Name

DUVAL COUNTY CLERK OF THE CIRCUIT COURT

By:
Jim Fuller, Clerk of the Circuit
& County Courts

ATTEST:

By:

Kelly Burnette
Type/Print Name

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By:
Michael T. Vallandingham, Partner

EXHIBIT A

SCOPE OF SERVICES

Professional debt collection services may include all delinquent financial obligations collectible by or owed to CLERK. The CLERK reserves the right to determine which delinquent accounts are to be turned over to the CONSULTANT for collection.

A. The CONSULTANT will undertake collection of delinquent accounts referred for collection. The CONSULTANT must have the ability and equipment for collecting in state as well as out-of-state.

B. CONSULTANT will remit all funds collected daily. Monday through Friday, except holidays, via ACH, no later than two (2) days from the date of collection from the Debtor to:

SunTrust Bank
200 West Forsyth Street
Jacksonville, Florida 32202

Routing/Transit number and banking account information will be provided.

C. CLERK will provide a file layout from the applicable Information Technology Division.

The file will include the following information (if available) at a minimum:

Name
Driver's license number
Vehicle tag number
Address
Date of birth
Race
Sex
Violation
Violation date
Amounts owed

The initial backlog of accounts, if any, will be provided as agreed upon between the CLERK and CONSULTANT. It is the intent of the CLERK to transmit the files in reverse chronological order by years. Upon completion of the transmission of the backlog of accounts the current and future data will be provided in a flat file nightly. Monday through Friday, excluding holidays, to be pulled from a lock box after 8:00 PM Eastern time. The CONSULTANT shall provide a return file with the citation number, dollar amount and address in a format compatible with ITD requirements to update the records of TVB. No files will be sent on holidays or weekends. Any new accounts will be included in the file created the next business day.

D. When applicable, upon collection of payment, the CONSULTANT shall issue DHSMV Form 75006, Proof of Compliance, to the customer and forward copies (white and yellow) to Department of Highway Safety and Motor Vehicles, Division of driver's Licenses, Tallahassee FL 32399-0575.

E. The CONSULTANT shall not litigate or compromise any undisputed bill for less than its full value.

F. The CONSULTANT shall not submit any disputed account to the CLERK for review and research before continuing with the collection process.

G. Unless otherwise stated, any uncollected accounts may be cancelled and returned to the CLERK at three hundred and sixty (360) days after the date of assignment.

H. CONSULTANT shall provide the following reports electronically for each account placed with the CONSULTANT.

1. Acknowledgment Report (number of files and dollar amount pulled from ITD): daily.
2. Collection Report (number of accounts/listings of accounts and amount remitted, and date of collection): daily.
3. Cancel and Return Report Inventory Listing: weekly
4. Inventory Listing: weekly

Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.

I. CONSULTANT will be required to acknowledge all accounts received by the Agency in any calendar month. Payment activity must be reported electronically on a daily basis.
J. From time-to-time the CLERK may direct changes and modifications in the Scope of Services as contained herein, as may be necessary to carry out the purpose of the contract. The CONSULTANT shall accommodate such changes. Such changes shall be in the form of a written amendment to the contract reflecting, as appropriate, an amendment to the Scope of Services rendered.
K. The CLERK will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the CONSULTANT for collection of past due accounts.

L. The CONSULTANT shall charge a uniform fee for all accounts. The CONSULTANT shall retain the collection fee and report that amount with each transmittal of collections to the CLERK.
M. The CONSULTANT will describe forms of payment allowed for payment by customers. If the CONSULTANT allows payment by check, the CONSULTANT will specify the period for check clearances and remittance to the clerks.

AGREEMENT FOR DEBT COLLECTION SERVICES BETWEEN THE DUVAL COUNTY CLERK OF COURTS AND PENN CREDIT CORPORATION

THIS AGREEMENT, made and entered into this 12th day of October, 2010, by and between the CLERK OF THE CIRCUIT AND COUNTY COURTS, IN AND FOR DUVAL COUNTY, FLORIDA ("CLERK") and PENN CREDIT CORPORATION ("COLLECTOR").

WITNESSETH:

WHEREAS, the CLERK has a need for debt collection services for the collection of fees, service charges, fines and court costs pertaining to dispositions that remain unpaid after ninety (90) days ("Delinquent Accounts"), as mandated by Section 28.246(6), Florida Statutes; and

WHEREAS, the COLLECTOR is a collection agent within the contemplation of Section 28.246(6), Florida Statutes, that is registered and in good standing pursuant to Chapter 559, Florida Statutes, and that has conducted similar debt collection services in other Florida counties, including but not limited to the collection of similar Delinquent Accounts for other Florida Clerks of Court; and

WHEREAS, the CLERK and the COLLECTOR have negotiated mutually satisfactory terms for the execution of a non-exclusive agreement for professional services collection of the Delinquent Accounts, which terms the CLERK finds to be cost effective.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the CLERK and the COLLECTOR hereby agree as follows:

ARTICLE 1: Engagement and Performance of COLLECTOR

The CLERK hereby engages the COLLECTOR and the COLLECTOR hereby accepts said engagement for the purpose of providing to the CLERK professional debt collection services for the Delinquent Accounts, to wit: fees, service charges, fines and court costs pertaining to fines and dispositions that remain unpaid after ninety (90) days, all as contemplated by Section 28.246(6), Florida Statutes. The CLERK is engaging the

COLLECTOR exclusively in the COLLECTOR's capacity as a registered or otherwise authorized debt collector in all fifty (50) states, including the State of Florida. The COLLECTOR is not being engaged as a law firm for legal services. In providing the services the COLLECTOR shall at all times protect the reputation and ethic of the CLERK. In so doing, under no circumstances, shall the COLLECTOR use profanity or abusive language with any debtor; nor shall the COLLECTOR make representation of being a law enforcement officer, friend of the court, or representative of any of them; nor shall the COLLECTOR make representation of being a federal, state or local governmental employee; nor shall COLLECTOR make repeated telephone calls with the purpose to harass a debtor; nor make collect telephone calls; nor make threats. The COLLECTOR shall be courteous in all relationships with the debtor. The COLLECTOR shall not make collection calls to debtors prior to 9:00 AM or after 9:00 PM; nor shall COLLECTOR make such calls on Sundays, holidays, or periods of religious observance. Should it become necessary for the COLLECTOR to provide computer hardware, software, programming services and/or in-house personnel to CLERK, in order to perform the services, a separate written agreement and fee structure shall be negotiated, as an amendment hereto. This engagement of COLLECTOR is non-exclusive. The CLERK does not warrant or guarantee that COLLECTOR will be sent any or all of CLERK's Delinquent Accounts. Failure of the CLERK to send COLLECTOR any such Delinquent Accounts shall not constitute a breach of or a default under this Agreement.

ARTICLE 2: Coordination and Services Provided by CLERK

(a) CLERK shall designate, for the services received, a Project Coordinator who will, on behalf of the CLERK, coordinate with COLLECTOR and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of COLLECTOR to coordinate all project related activities with the designated Project Coordinator. The Clerk's Project Coordinator shall be:

Jerry Benson
Assistant to the Clerk
330 East Bay Street, Room 403
Jacksonville, FL 32202

(b) The CLERK shall provide the following services: send the Delinquent Accounts being referred to the COLLECTOR hereunder by electronic medium, in a format and frequency to be agreed upon by the parties; report to the COLLECTOR any payments received by the CLERK for Delinquent Accounts previously referred to the COLLECTOR; research disputed accounts referred from the COLLECTOR and provide and/or certify the validity of the debt; and provide COLLECTOR with copies of or access to, information and documentation necessary for COLLECTOR to collect fees, fines and costs that are subject to this Agreement.

ARTICLE 3: Return of Accounts

For purposes of this Agreement, an account is considered delinquent and eligible for referral to COLLECTOR when not paid within ninety (90) days of the scheduled due date. The COLLECTOR reserves the right to return to CLERK all Delinquent Accounts not collected within one (1) year of referral by the CLERK. The COLLECTOR also reserves the right to return any Delinquent Account in which the debtor, obligor, or defendant has been identified as being in bankruptcy, jail or prison, or deemed indigent or otherwise unable to pay by a court of competent jurisdiction. The CLERK reserves the right to recall any Delinquent Account submitted to the COLLECTOR. With respect to these returned or recalled accounts, neither party shall have any further obligations to the other party under this Agreement.

ARTICLE 4: Duration of Agreement, Termination and Renewal Option

The term of this Agreement shall commence on the date all required signatures are completed, or on the date of successful completion of testing computer and other mechanical interface of equipment of the parties, whichever shall last occur, and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, for a period of one (1) year thereafter, unless sooner terminated by CLERK or COLLECTOR, with or without cause, by providing written noticed pursuant to Article 23 of this Agreement. In the event this Agreement is terminated, the COLLECTOR shall be paid for any unpaid billings for all services performed hereunder up to the date of notice of termination. This Agreement may be renewed for up to three (3) additional one-year renewal periods under mutually agreed upon terms and conditions. The COLLECTOR may decline the renewal of this Agreement by providing the CLERK written notification no later than sixty (60) days prior to the renewal date of the subsequent Agreement year. Upon its expiration and at the mutual agreement of the parties, this Agreement may continue on a month-to-month basis until such time as the parties reach a new agreement or either party unilaterally chooses to terminate the month-to-month carryover by giving the other party a fifteen (15) day written notice of termination.

ARTICLE 5: Termination

Subject to the time periods specified in subsection (a) of this Article, either party may terminate this Agreement, with or without cause, by giving written notice of termination. If, however, the termination is for a default of this Agreement including, but not limited to, unsatisfactory performance, acts or omissions, the complaining party shall grant the accused party a period of sixty (60) days, from receipt of the written notice, within which to cure the default. In the event the accused party does not cure the default within the allotted sixty (60) day period to the satisfaction of the complaining party, the complaining party may then terminate this Agreement by giving written notification of termination, subject to the time periods specified in subsection (a) of this Article.

(a) The effective date of termination shall be as follows:

1. for terminations without cause, no sooner than sixty (60) calendar days from the date notice is provided pursuant to Article 23 of this Agreement;

2. for terminations with cause, no sooner than fourteen (14) calendar days from the date notice is provided pursuant to Article 23 of this Agreement unless the stated cause justifies a shorter effective date of termination; and

3. for terminations following an uncured default, no sooner than seven (7) calendar days from the date notice is provided pursuant to Article 23 of this Agreement.

(b) The CLERK may refer additional Delinquent Accounts to the COLLECTOR after a notice of termination has been given. In any event, the COLLECTOR shall be entitled to payment of its fees on all amounts collected on Delinquent Accounts referred by CLERK during the winding down period specified in subsection (a) above. At the end of said winding down period, all Delinquent Accounts shall be immediately returned to the CLERK.

ARTICLE 6: Delays

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 7: Suspension of Services

The CLERK may suspend the performance of the services rendered hereunder by providing five (5) days written notice of such suspension. Schedules for performance of the services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of services, the COLLECTOR shall resume the full performance of the services when directed in writing to do so by the Project Coordinator. Suspension of services for reasons other than the COLLECTOR's negligence or failure to perform, shall not affect the COLLECTOR's compensation as outlined in this Agreement.

ARTICLE 8. Payments for Services of COLLECTOR

The CLERK will compensate the COLLECTOR for the services rendered hereunder in accordance with the following terms:

(a) This is a contingent fee agreement, made and entered into pursuant to Section 28.246(6), Florida Statutes, which amongst other things authorizes the CLERK to add a Collection Fee, to wit: "an amount not to exceed 40 percent of the amount owed at the time the account is referred to the (COLLECTOR) for collection". Therefore, for each Delinquent Account sent to the COLLECTOR, the Collection Fee will be determined by the CLERK and added to the amount of fines and costs owed. The total amount is the "Collection Amount". Once having determined the Collection Amount, the application and collection of the Collection Fee will be as specified in subsections (b) and (c) of this Article.

(b) For all such Collection Amounts collected by the COLLECTOR, the COLLECTOR will earn a pro-rated Collection Fee as COLLECTOR's sole compensation. Such Collection Fee shall become the property of the COLLECTOR immediately upon collection for the Collection Amount and the COLLECTOR shall deposit the balance of the Collection Amount due the Clerk, as provided in the Scope of

Services, attached hereto as Exhibit "A". The COLLECTOR shall send the CLERK a written report of all collections, on a monthly basis, specifying the collection of the Collection Amounts for the previous month. Entitlement to the Collection Fee depends on Collection Amounts being collected. There shall be no compromise on amount of the delinquent fines and charges that make up part of the Collection Amount.

(c) The CLERK's maximum indebtedness under this Agreement is zero dollars ($0.00) because this is a legislatively authorized contingent fee arrangement, relative to monies that have not yet been collected or earned. No government or other taxpayer funds are encumbered by or for this Agreement; and this recitation of the maximum indebtedness is made by the CLERK only to voluntarily comply with the spirit of Section 106.431, Jacksonville Ordinance Code.

ARTICLE 9: General Indemnity

The COLLECTOR including its employees, agents and subconsultants, shall hold harmless, indemnify, and defend the CLERK, his deputies, officers, employees, representatives, and agents against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising our of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or incidental to the COLLECTOR's, its employees', agents, and/or subconsultants' performance of this Agreement or work performed thereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 9, relating to General Indemnity, shall survive the tenure of this Agreement, for events that occur during the term of this Agreement.

ARTICLE 10: Insurance

Without limiting its liability under this Agreement, the COLLECTOR shall procure and maintain at its sole expense during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers' Compensation	Florida Statutory Coverage
Employers' Liability (including appropriate Federal Acts and other	\$100,000 Each Accident \$500,000 Disease Policy Limit

States Endorsement)	$100,000 Each Employee/Disease
Comprehensive General Liability (Including Premises operations, and contractual liability)	$2,000,000 General Aggregate $2,000,000 Product/Comp. Ops Agg. $100,000 Personal/Advertising Injury $100,000 Each Occurrence $50,000 Fire Damage $5,000 Medical Expenses

(The CLERK shall be named as additional insureds under all of the above Comprehensive General Liability coverage)

Automobile Liability (all automobiles owned, hired or non-owned)	$1,000,000 Combined Single Limit
Professional Liability	$1,000,000

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration of the policy.)

Bonding: Each employee of COLLECTOR must have a minimum of $25,000 Employee Dishonesty Coverage and a minimum of Depository Forgery Coverage naming the CLERK as an additional insured, or the COLLECTOR must provide a third party fidelity bond in the same amounts listed herein in favor of the CLERK.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CLERK. Such Insurance shall be written by an insurer with an A.M. Best Rating of "AX" or better. Prior to commencing any work under this Agreement, Certificates of Insurance, approved by the City of Jacksonville's Division of Insurance & Risk Management, demonstrating the maintenance of said insurance shall be furnished to the CLERK. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the CLERK. Anything to the contrary notwithstanding, the liabilities of the COLLECTOR under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by the COLLECTOR shall relieve the COLLECTOR or its subconsultants from responsibility to provide insurance as required by this Agreement.

ARTICLE 11: Accuracy of Work

The COLLECTOR shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the COLLECTOR of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

ARTICLE 12: Nonwaiver

Failure by either party to insist upon strict performance of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CLERK's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver or any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 13: Compliance with State and Other Laws

In providing the services under this Agreement, the COLLECTOR must comply with any and all applicable Federal, State and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations, may include, but are not limited to laws, rules and regulations, of any jurisdiction governing collections, Chapter 119, Florida Statutes (the Public Records Act), and Section 286.011, Florida Statutes (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Non-Discrimination Provisions

In voluntary compliance with the spirit of Section 126.404, Jacksonville Ordinance Code:

The COLLECTOR represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The COLLECTOR agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the COLLECTOR shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The COLLECTOR agrees that, if any of the services to be provided pursuant to this Agreement are to be preformed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: Equal Employment Opportunity

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, the Listing of Employment openings for Veterans Clause in Title 41, Part 50-250.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If the COLLECTOR is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to the CLERK.

ARTICLE 16: Contingent Fees In Obtaining Agreement Prohibited

In voluntary compliance with the spirit of Section 126.306, Jacksonville Ordinance Code:

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

ARTICLE 17: Independent Contractor

In the performance of this Agreement, the COLLECTOR shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the CLERK. The COLLECTOR shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the services rendered under the provisions of this Agreement.

ARTICLE 18: Retention of Records/Audit

The COLLECTOR and its subcontractors shall maintain all books of accounts, documents, papers, accounting records, receipts and invoices and other records pertaining to costs incurred in the performance of the services and shall make such materials available at all reasonable times, during the period of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection and/or audit by the CLERK or any State entity charged with the duty or authority to audit the CLERK. All such documents relating to the services performed or money expended under this Agreement shall be open to the CLERK's or such auditor's inspection and audit during the COLLECTOR's regular business hours. No such audit or examination shall be made until the auditing entity has made a written recommendation to the CLERK that such examination or audit should, or in the alternative, should not be conducted.

ARTICLE 19: Governing State Law/Venue/Severability

The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of this Agreement shall be in the courts located in Jacksonville, Duval County, Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

ARTICLE 20: Article Headings

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 21: Construction

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

ARTICLE 22: Successors and Assigns

The CLERK and COLLECTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the COLLECTOR of its interests in this Agreement without the prior written consent of the CLERK shall be void, in the sole discretion of the CLERK. Nothing herein shall be construed as creating any personal liability on the part of the CLERK or any officer, employee or agent of the CLERK.

ARTICLE 23: Notice

All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt, to the following:

As to the CLERK:

The Honorable Jim Fuller
Clerk of the Duval County Courts
Duval County Courthouse
330 East Bay Street, Room 103
Jacksonville, FL 32202

As to the COLLECTOR:

Donald C. Donagher Jr., Chief Executive Officer
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104

With a copy to:
Thomas F. Foley Jr., Chief Operating Officer
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104.

ARTICLE 24: Parties Defined

A. As used herein, the term "COLLECTOR" shall include, but not be limited to Penn Credit Corporation, its officers, employees, agents, subcontractors and other persons, firms, partnerships, corporations or other entities working for it or on its behalf.

B. As used herein the term "CLERK" shall mean the Clerk of the Circuit and County Courts in and for Duval County, Florida, acting solely within the scope of his authority under Article V, Florida Constitution (1968), as revised and amended, and in the exercise of his rights and obligations derived therefrom.

ARTICLE 25: Ethics

In voluntary compliance with the spirit of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, the COLLECTOR represents that it has reviewed the provisions thereof.

ARTICLE 26: Conflict of Interest

In voluntary compliance with the spirit of Section 126.112, Jacksonville Ordinance Code, the parties will follow the provisions thereof with respect to disclosures by public officials who have or acquire a financial interest in a bid or contract with the CLERK.

ARTICLE 27: Public Entity Crimes

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not be awarded or perform work as a consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 28: Entire Agreement/Amendments

This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the COLLECTOR hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

ARTICLE 29: Order of Precedence

In the event of any conflict between or among the provisions of this Agreement and any exhibits attached hereto, the order of precedence shall be this Agreement then the exhibit, but only to the extent of any conflict.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By: Thomas E Hiers
Signature

THOMAS E. HIERS
Type/Print Name

DUVAL COUNTY CLERK OF THE CIRCUIT COURT

By:
Jim Fuller, Clerk of Courts

ATTEST:

By: Maryanne Kreiser
Signature

Maryanne Kreiser
Type/Print Name

PENN CREDIT CORPORATION

By:

DONALD C DONAGHER JR CEO
Type/Print Name and Title

EXHIBIT A

SCOPE OF SERVICES

The professional debt collection services addressed herein are restricted to the collection of fees, service charges, fines and court costs pertaining to dispositions that are due and payable to the State of Florida through the CLERK and remain unpaid after ninety (90) days ("Delinquent Accounts"), and that have been referred to COLLECTOR by CLERK, all as contemplated by Section 28.246(6), Florida Statutes. The CLERK reserves the right to determine which Delinquent Accounts, if any, are to be turned over to the COLLECTOR for collection pursuant hereto.

A. The COLLECTOR will undertake collection of Delinquent Accounts referred for collection. The COLLECTOR must have the ability and equipment for collecting in state as well as out-of-state.

B. With the exception of those Collection Fees fully earned by the COLLECTOR pursuant to Article 8 of this Agreement, the COLLECTOR will remit daily to the CLERK all Delinquent Account funds collected Monday through Friday, except holidays, via ACH, no later than two (2) days from the date of collection to:

SunTrust Bank
200 West Forsyth Street
Jacksonville, FL 32202

Routing/Transit number and banking account information will be provided to COLLECTOR by CLERK's Project Manager on or before the date the CLERK refers the first Delinquent Account(s) hereunder to the COLLECTOR.

C. The CLERK will provide a file layout from the applicable IT Division.

The file will include the following information (if available) at a minimum:

Case number
Name
Driver's license number
Vehicle tag number
Address
Date of birth
Race
Sex
Violation
Violation date
Collection Amount owed

Collection Fee owed

Collection data will be provided nightly by the CLERK to the COLLECTOR in a flat file, Monday through Friday, excluding holidays. The COLLECTOR shall provide a return file with the case number, dollar amount and address in a format compatible with ITD requirements to update the records of TVB. No files will be sent on holidays or weekends. Any new accounts will be included in the file created the next business day.

D. When applicable, upon collection of payment, the COLLECTOR shall issue DHSMV Form 75006, Proof of Compliance, to the customer and forward copies (white and yellow) to the Florida Department of Highway Safety and Motor Vehicles, Division of Driver's Licenses, Tallahassee, FL 32399-0575.

E. The COLLECTOR shall not litigate or compromise any undisputed bill for less than its full value.

F. The COLLECTOR shall submit any disputed account to the CLERK for review and research before continuing with the collection process.

G. The COLLECTOR, in its sole discretion, may return to CLERK all Delinquent Accounts not collected within one (1) year of referral by the CLERK.

H. The COLLECTOR shall provide the following reports electronically for each Delinquent Account referred for collection hereunder as follows:

1. Acknowledgment Report (number of files and dollar amount pulled from ITD): to be provided **TIME FRAME DETERMINED BY CLERK**
2. Collection Report (number of accounts/listings of accounts and amount remitted and date of collection): to be provided **TIME FRAME DETERMINED BY CLERK**
3. Cancel and Return Report Inventory Listing: to be provided **TIME FRAME DETERMINED BY CLERK**
4. Inventory Listing: to be provided **UPON REQUEST**
5. Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.

I. The COLLECTOR will be required to acknowledge all Delinquent Accounts received in any calendar month. Payment activity must be reported electronically on a daily basis.

J. From time to time the CLERK may direct changes and modifications in the Scope of Services as contained herein, as may be necessary to carry out the purpose of this Agreement. The COLLECTOR shall accommodate such changes. Such changes shall be in the form of a written amendment to the contract reflecting, as appropriate, an amendment to the Scope of Services rendered.

K. The CLERK may review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the COLLECTOR for collection of the Delinquent Accounts.

L. The COLLECTOR shall retain the Collection Fee and report that amount with each transmittal of collections to the CLERK.

M.

- For payments made to COLLECTOR by check, COLLECTOR shall be entitled to delay remittance of said funds to CLERK for a period of seven (7) days or other time period mutually determined by COLLECTOR and CLERK.
- For payments made to COLLECTOR by credit card, COLLECTOR shall be entitled to delay remittance of said funds to CLERK for a period of two (2) days or other time period mutually determined by COLLECTOR and CLERK.

ASSIGNMENT AND ASSUMPTION OF
COLLECTION SERVICES AGREEMENT

Pioneer Credit Recovery Inc. ("Assignor"), for good and other valuable consideration, the receipt and sufficiency of which are acknowledged, hereby assigns, transfers, conveys, and delivers unto Gila LLC d/b/a Municipal Services Bureau ("Assignee"), and to the successors and assigns of Assignee, all of Assignor's claims, rights, titles and interests in and under that certain Collection Services Agreement (the "Contract") between Assignor, as Consultant, and ,Duval County Clerk of Court, a political subdivision of the State of Florida, dated March 23, 2016, for the provision of certain Collection Services and more particularly described in the Contract, together with and including all of Assignor's claims, rights, titles and interests in and under the Contract and in and to the Collection Services, including without limitation all of Assignor's claims, rights, titles and interests in and to the collection fees due and owing under the Contract, just as though Assignee had been the original Consultant named in the Contract.

Assignee hereby accepts such assignment and hereby assumes all of the liabilities and other obligations of the "Consultant" under the Contract.

This Assignment and all of its terms and provisions shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

Dated: May 18th, 2016.

ASSIGNOR:

Pioneer Credit Recovery, Inc.
By: Chad Wilson
Name: Chad Wilson
Title: VP Ops

ASSIGNEE
Gila LLC d/b/a Municipal Services Bureau
By: [signature]
Name: Barbara Fugler
Title: VP Finance/Controller

APPROVED AS TO FORM AND SUBSTANCE:

Duval County, Florida

By: [signature]
Name: Krystal Watson
Title: Chief Administrative Officer

SC SERVICES & ASSOCIATES

PIONEER
A Sallie Mae Company

COLLECTION SERVICES AGREEMENT

This "Collection Services Agreement" (hereinafter "Agreement") is entered into and effective on this the 6 day of December, 2011 by and between Duval County Clerk of Court (hereinafter "Client") on behalf of SC Services and Associates, a division of Pioneer Credit Recovery, Inc., a Delaware corporation (hereinafter "Consultant").

-RECITALS-

Whereas, Florida Statute 28.246 allows the Client to engage the services of a collection agency or a private attorney to collect any fine or installment of a fine and

Whereas, the Client, upon evaluation of various collection services utilized by the Client in the State of Florida and in accordance with Florida Statute 28.246 does hereby retain the Consultant to furnish collection services for all court related collections.

1. **General Requirements**

A. Scope. Collection Services are sought by the Client for delinquent accounts owed by violators or defendants (hereinafter "Debtor") for court related collections.

B. Initial Transmission. Initial transmission of information to the Consultant from the Client will include dates to be determined and agreed upon by the Client and Consultant.

C. Data Format. Format for information transmitted by the Client and information transmitted by the Consultant to the Client should be in the agreed format.

D. Information Communicated to Debtor. The Client may review and have final editorial approval of all written collection notices to Debtors. The Consultant shall remain solely responsible for including debtor collection language required by State and Federal law on all written notices and verbal communications.

E. Transmission of Payments by Consultant. The Consultant will electronically remit all full and partial payment information in the agreed format (see item 3 ii) once payment is received and verified. Payment information totals on the statement must match the ACH transactions to the Client's bank account or by payment in the form of a check. The Consultant will retain the collection fee on those accounts paid (see Article 3) and report this amount with the payment information. In addition, Consultant will be required to report the most recent mailing address of the Debtor and include this information in the daily transmission to the Client.

2. **Effective Date, Initial Term & Extended Terms.**

A. Effective Date. This Agreement shall become effective on the day and year as specified above or upon execution of both parties.

B. Initial Term. The initial term of this Agreement shall be for a period commencing with the Effective Date and continue through Dec. 13, 2013.

C.. Subsequent Extensions: At the expiration of the Initial Term, if this Agreement is in full force and the parties have performed all terms and conditions thereof, and provided the Client has not given prior written notice to Consultant of its intention not to extend this Agreement, this Agreement shall be automatically extended upon the same terms and conditions as herein provided, for successive one (1) year terms until notice of termination or non-renewal is given as provided in this Agreement. Consultant agrees to give the Client ninety (90) days notice prior to the renewal.

3. **Compensation.** Consultant's total compensation for services rendered hereunder shall be the collection fee authorized under Florida Statute 28.246.

A. Subject to the terms hereof, Consultant shall be entitled to assess and collect this fee, which shall:

I. Be in addition to the court related collection for all fines and costs owed by the defendant/debtor.

II. Equal 40% of court related collections referred to Consultant.

III. Represent all services performed by Consultant, including but not limited to, all expenses incurred by Consultant for its collection processes, and

IV. Be considered a monetary obligation owed by the Debtor to Consultant, and shall under no circumstances be deemed an obligation of the Client.

B. The Consultant's fee shall be allocated and retained by Consultant as follows:

I. On receipt of payment in full Consultant shall remit the full amount of the original debt to the Client retaining 40%,

II. On partial payments received from a Debtor the payments shall be distributed at 71% to the Client and 29% to the Consultant until the Debtor has satisfied the debt in full.

4. **Assignment.** The assignment hereunder of delinquent accounts by the Client to Consultant is a limited, conditional revocable assignment. As such, the Client retains full authority to

revoke any account assignments at any time during the collection process in accordance with the conditions set forth in this Agreement.

5. **Revocation of Assignment - Conditions.**

A. Without Cause - No Monies Yet Paid to Consultant. On accounts for which no money has been paid to Consultant, the Client may in his sole discretion and without cause, revoke the assignment of an account by providing written notice pursuant to (Article 13 Paragraph L) of this Agreement titled "Notices". Upon receipt by Consultant of Client notice of revocation of account assignment, Consultant shall promptly:

I. Cease all collection efforts on the revoked account,

II. Not retain any subsequent payments on that account,

III. Not change or require the Client or Debtor to pay any collection fee(s) on the revoked account and

IV. Return the account to the Client.

B. For Cause - Erroneous Assignment or Court Action. Any error in data transmitted by the Client may result in revocation of an assignment. In addition, if the Court takes action on a citation resulting in dismissal of the charges, or if the court takes other action for which the Client deems account revocation becomes necessary, the assignment will be revoked. Written notice pursuant to (Article 13 Paragraph L) of this Agreement titled "Notices". Upon receipt by Consultant of Client notice of revocation of account assignment, Consultant shall promptly:

I. Cease all collection efforts on the revoked account,

II. Not continue to retain any subsequent payments on that account,

III. Return the account to the Client, and

IV. Not charge or require the Debtor to pay any collection fee(s) on the revoked account, and return to the payor all monies, if any, retained by Consultant as its collection fee or any part thereof. However, the Client shall be responsible for returning to payor all monies, if any, transmitted to the Client by Consultant for payment of the court-related financial obligations where appropriate.

6. **Direct Payment to the Client**

Once Consultant has received account, the Client shall direct Defendant/debtor to Consultant to remit payment. If a Defendant/Debtor attempts to make payment at an office of the Client, the Client shall collect the total balance due, to include the 40% Consultant's fee and shall remit payment of the Consultant's fee within 30 days of receipt

7. **Records Management.**

A. Consultant understands that the information pertaining to delinquent Debtors, which Consultant will receive from the Client, is a public record, and will permit public access to same in accordance with the laws of Florida. Further, Consultant represents that it neither asserts nor retains any proprietary or other interest in any of such information received hereunder. Consultant further understands that the Client remains the official custodian of these records.

B. Consultant recognizes that integrity of the records to which its employees, agents and subcontractors will have access under this Agreement is of paramount importance. Accordingly, Consultant ensures that its employees, agents and subcontractors will not do anything to destroy, alter or compromise the records transferred to it by the Client.

C. Consultant shall maintain and retain all books, records, data via hardcopy or in electronic files and other related and relevant documentation related to this Agreement and the services performed hereunder for a minimum of three (3) years after the expiration of this Agreement or any extension thereof. Consultant shall make such records available to Client during regular business hours for inspection and copying.

8. **Indemnification.**

Consultant agrees to indemnify, defend and save the Client harmless from and against any and all claims, demands, damages, liabilities and costs incurred by the Client, including reasonable attorney's fees arising out of the willful or gross negligence of Consultant or its employees during the performance of its duties required pursuant to this contract.

The Client agrees to indemnify, defend and save Consultant (including its officers, agents and employees) harmless from and against any and all claims, demands, damages, liabilities and costs incurred by the Consultant, including reasonable attorney's fees arising out of the willful or gross negligence of the Client or its employees during the performance of its duties required pursuant to this contract.

The indemnified party shall be permitted to participate in the defense and settlement of any lawsuit at no cost to the indemnified party. The indemnified party may retain, in its sole discretion and at its expense, separate counsel to represent the indemnified party. In the event of any conflict of interest necessitating separate defense counsel for the indemnified party and the indemnifying party, the indemnifying party shall remain responsible for payment of all reasonable fees and costs of the law firm representing the indemnified party; the indemnified and indemnifying parties shall agree to a mutually acceptable billing arrangement for such law firm. The indemnified party shall not compromise or settle any such claim or litigation without the prior written consent of the indemnifying party, which consent will not be unreasonable withheld; provided, however, that if the indemnified party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the indemnifying party shall not settle or compromise such claim or litigation without the prior written consent of the indemnified party.

9. Insurance Requirements.

For all periods during which this Agreement is in effect, Consultant shall maintain insurance coverage in the forms and minimum coverage amounts set forth below:

A. Errors and Omissions/Professional Liability - Coverage must be afforded under an "occurrence" form policy or "claims made" form in limits not less than $1,000,000.00. It is required that "Errors and Omissions/Professional Liability" Insurance coverage be provided for all acts and omissions that occur during the term of the Collection Services Agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required.

B. Commercial General Liability - Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, for limits not less than $500,000/general aggregate; $500,000/products - completed operations (aggregate) $500,000/personal injury-advertising liability; $500,000/each occurrence; $25,000/fire damage legal; $5,000 medical payments. Coverage at the herein-specified limits for tort claims shall include, but not be limited to, personal injury or property damage/loss related to libel, false arrest and slander.

C. Certificate of Insurance - Certificates of all insurance required from the Consultant shall be filed with the Client as the certificate holder, before operations are commenced. The insurance indicated on the certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates.

The Consultant shall provide to the Client a certificate of Insurance naming the Client as additional named insured for the Commercial General Liability coverage. If the certificate of insurance is cancelled the Consultant will notify the Client within forty-five (45) days from the notice of cancellation. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which shall be the same date of this Collection Services Agreement.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished by Consultant to the Client within thirty (30) days of coverage expiration.

10. **Termination**.

This contract shall become effective as of the date of signing and shall continue in effect until such time as the contract is terminated by either party. This contract may be terminated by either party with thirty (30) days written notice to the other party. Consultant shall retain any account in repayment or litigation at the time of termination until such time as the account is paid-in-full or closed and returned as uncollectible.

I. Additional 120-Day Collection Period. In the event of such termination, Consultant may continue collection activity on previously assigned accounts for a period of 120 days from receipt of Client's notice of termination.

II. Ongoing Procedures and Reports. All procedures for money transmittal and reports related to these accounts shall remain operative:

A. During this 120 day period, and

B. For all times subsequent to the expiration of this 120 day period in the event Consultant receives post-termination payments.

III. Expiration of 120-Day Period. Upon the expiration of this 120 day period, Consultant shall:

A. Cease all collection efforts and no longer be due collection fees on accounts assigned as a result of this Agreement,

B. Forward to the Client any monies received at that time for accounts which had been assigned hereunder,

C. Forward to the Client any monies received subsequently for accounts which had been assigned hereunder, and

D. Return to the Client all assigned accounts.

IV. Final Accounting. Within 30 days following the expiration of this 120 day period, Consultant shall submit to the Client a final accounting of all assigned accounts for which a fine/court cost balance remains due.

V. Under no circumstances will any damages be paid as a result of termination hereunder.

11. **Default**. The failure of either party to comply with any provision of this Agreement shall place that party in default.

A. Notice. In the event of a default, the non-defaulting party shall notify the defaulting party in writing. Such notification shall make specific reference to the event, act or omission, which gave rise to the default, as well as the provision of this Agreement to which such default pertains.

B. Cure. The defaulting party shall be given seven (7) business days from receipt of such notification in which to cure the default.

C. Termination. If the default is not cured within the allotted time, the non-defaulting party may terminate this Agreement. In the event of such termination, the provisions of Article 10 Section I - III of this Agreement shall be followed.

D. Non-waiver of Rights. The failure of either party to exercise any right hereunder shall not be considered a waiver of such right in the event of any further default or non-compliance.

12. **Miscellaneous Provisions.**

A. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This agreement supersedes all previous agreements, communications and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein.

B. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally. Amendments, supplements, changes and waivers shall be deemed effective and binding only if accomplished by a written instrument signed by both parties hereto.

C. Assignment. No party may assign its duties or obligations under this Agreement, without written consent of the other party, to any person or entity, in whole or in part.

In the event of an agreed-upon assignment, the parties understand that Consultant shall remain liable for performance of the contractual provisions of this Agreement.

D. Authority. The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver and be bound by this Agreement.

E. Compliance with Laws.
Consultant shall comply with all applicable Federal and State laws, ordinances, regulations and requirements applicable to the work contemplated by this Agreement. Consultant is familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work hereunder.

F. Compromise and Settlement. Consultant shall not compromise or settle any delinquent account for less than the full amount owed or enter into installment payment plans with Debtors, unless otherwise directed in writing by the Client. If Consultant receives only a portion of the debt due, it shall promptly remit upon request such partial payment to the Client in accordance with Section 3 of this Agreement.

G. Expenses. Unless otherwise provided for in this Agreement, any expenses incurred by Consultant, its employees, agents, and subcontractors including but not limited to air or other travel fare, automobile travel mileage, and food and lodging expenses are the responsibility of Consultant.

H. Governing Law. This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

I. No Legal Actions. There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened (or for which any basis exists) that in any way questions or jeopardizes (or could question or jeopardize) the ability of either party to enter to this Agreement or perform any of said party's obligations hereunder.

J. No Waiver. The failure or delay of either party at any time to require performance by the other of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

K. Performance. The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligations under this Agreement do not breach, and will not result in a breach or violation of, any agreement, lien, security interest or understanding or obligation to which said party is a party or by which said party is bound.

L. Notices. All notices, requests and other communications required under this Agreement shall be in writing and shall be faxed or mailed to the following:

CLIENT
Duval County Clerk of Court
Attn: Hon. Jim Fuller
Duval County Courthouse, Room 103
330 East Bay Street
Jacksonville, Florida 32202
By Facsimile: (904) 630-2950

CONSULTANT
SC Services and Associates
A Division of Pioneer Credit Recovery, Inc.
Attn: LeAnn Klinger, Regional Account Director
197 SW Waterford Court
Lake City, Florida 32025
By Facsimile: (386) 752-0166

M. Permits Laws & Regulations. The Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

N. Relationship of Parties. In the performance of this Agreement, the Consultant will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the Client. The Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Consultant in the full performance of this Agreement. Neither consultant nor any of its employees, officers, agents or any other individual directed to act on behalf of the Consultant for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the employee of the .

O. Severability. If any provision of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

P. Subcontractors. Consultant shall not subcontract, in whole or in part, its duties or obligations under this Agreement without prior written consent of the Client. In the event of an agreed-upon subcontract, the parties understand that Consultant shall remain liable for performance of the contractual provisions of this Agreement.

Q. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this contract, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party's reasonable control and occurring without its fault or negligence, including but not limited to, failure to perform any term or condition of the contract as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performance of the contract, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met.

IN WITNESS WHEREOF, the parties have caused this Collection Services Agreement between the Client and Pioneer Credit Recovery, Inc. to be executed for the uses and purposes therein expressed on the day and year first above-written.

By: ____________________

Name: Hon. Jim Fuller

Title: Duval County Clerk of Court

Witness: ____________________

PIONEER CREDIT RECOVERY, INC.

By: ____________________

Name: Jack Frazier Jr.

Title: President, Pioneer Credit Recovery, Inc.

Witness: ____________________