

**AGREEMENT BETWEEN LEVY COUNTY, FLORIDA
AND PROFESSIONAL RECOVERY MANAGEMENT, INC. d/b/a FOX COLLECTION
CENTER
CONTRACT NO. 1967**

THIS AGREEMENT (hereinafter referred to as the "Agreement") by and between Levy County, a political subdivision of the state of Florida, (hereinafter referred to as the "County") and Professional Recovery Management, Inc., a Tennessee corporation, d/b/a Fox Collection Center, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 26-3216538.

RECITALS

WHEREAS, the County received notice on November 11, 2021 that its existing collection services firm MJ Altman Companies, Inc. was immediately ceasing taking new accounts and was closing its business entirely on November 30, 2021; and

WHEREAS, pursuant to Sec. 2-204 of the Levy County Code, the Board of County Commissioners may award a contract through a noncompetitive procurement when there are extenuating circumstances and when timeliness of the procurement warrants same; and

WHEREAS, the County is in immediate need of a contractor to provide collection services for the recovery of County's outstanding receivables; and

WHEREAS, Contractor is an insured and bonded entity with the necessary experience to provide the required services; and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **Recitals and Attachments.** The recitals set forth above are incorporated into this Agreement and made part hereof. The following documents are attached to this Agreement and are incorporated herein: None

2. **Services.** Contractor agrees to perform the following described services (the "Services"):

Collection Services - Upon receipt from County of accounts placed for collection, Contractor will in a timely manner: (1) send an acknowledgement to the County via U.S. mail or electronically; (2) employ its best efforts in the collection of the account(s); (3) comply with all applicable federal and state law in the collection of the County's accounts, as now in existence or promulgated during the term of this Agreement. Contractor will send out notices, receive inbound calls, make outbound calls, and update account information. Contractor agrees to pursue all recovery opportunities for the County, including but not limited to setting up payment arrangements and any insurance discovered by either party. Upon written notification from County, Contractor agrees to suspend and review collection activity on any account(s) referred to it by County.

Legal Services: Contractor will initiate legal action on an account only upon written authorization by County. County agrees to advance court costs for any County-authorized legal action on an account including but not limited to summons, execution, property liens, subpoenas, show cause orders, body attachments, and service of process for each. Once collected, Contractor will reimburse County any such advanced court cost from first monies collected.

The Services must be performed by Contractor to the full satisfaction of the County. Contractor must require its employees to perform their work in a manner befitting the type and scope of Services to be performed.

All monies collected by the Contractor on County accounts shall be deposited and held in a Trust Account until remittance to the County in accordance with Section 5 below.

3. County Requirements: To enable the Contractor to provide the Services, the County agrees to:

Provide the following information at the time of placing an account with the Contractor: name and address on account, service date(s), account balance and account number, and if desired by County and where Credit Bureau requirements are met, full social security number and/or date of birth of the debtor, as well as date of delinquency, accounts meeting Contractor's criteria will be reported to the Credit Bureaus at 180 days.

File any discovered insurance, primary and/or secondary and report any payment to the Contractor. County agrees to report to the Contractor any and all payments and/or adjustments received by County from any source.

4. Term and Renewal. The term of this Agreement shall begin December 1, 2021 (the "Effective Date"), and shall continue for a period of one (1) year from the Effective Date, subject to the termination provisions in Section 8 of this Agreement. This Agreement may be renewed upon mutual written agreement of the parties for successive one-year periods.

5. Compensation. The Contractor agrees to provide the Services to the County on a contingency fee basis, based on monies collected, as follows:

Bad Debt Accounts: 30% on all accounts except pre-legal and legal.

Pre-Legal Accounts: 34% on all accounts that are in the pre-legal process.

Legal Accounts: 40% on accounts that are in the legal process.

Contractor agrees to remit and report to County monies collected no later than the month following the collection. The remittance of monies collected will be accompanied with a statement reporting for each account: (1) account name, (2) total amount paid, (3) total amount of collection fee (4) date of payment, and (5) current account balance.

In addition, Contractor agrees to provide the County with any additional documentation requested to substantiate or verify amounts collected or due to the County.

Contractor will not charge the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. Contractor shall deliver any documents requested by the County within fifteen (15) calendar days.

7. Insurance and Bonds. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage and bonds required as set forth below, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees:

Employee Fidelity Bond: (omit)
Errors & Omissions: (\$500,000 limit)
Client Indemnity Bond: (omit)

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability - Occurrence Form: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

Commercial Automobile Liability Insurance: Contractor shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

The Contractor shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers' Compensation. In

the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before the commencement of Services.

8. Termination. The terms of Section 21 titled "Indemnification and Waiver of Liability" shall survive any termination of this Agreement.

Termination for Cause. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any provision of this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Ten (10) days to cure such default. If the default remains uncured after Ten (10) days the County may terminate this Agreement. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for Services rendered as of the date of termination.

Termination for Convenience. The County or the Contractor may, for convenience and without cause, immediately terminate the Services at any time by giving 30 days written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

Termination for Insolvency. The County reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

9. Governing Law, Venue and Waiver of Jury Trial, Sovereign Immunity. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

10. Public Records. Any record created by either party in their performance of this Agreement shall be retained and maintained in accordance with Florida's Public Records Law, Chapter 119, Florida Statutes. Specifically, Contractor must:

- a. Keep and maintain public records.

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Upon expiration or termination of this Agreement, transfer at no cost to the County all public records in possession of the Contractor or keep and maintain the public records in accordance with Florida law. If the Contractor transfers all public records to the County, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records after expiration or termination of this Agreement, the Contractor shall meet all applicable legal requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE: (352) 486-5218, EMAIL: LEVYBOCC@LEVYCOUNTY.ORG, OR MAIL: CUSTODIAN OF PUBLIC RECORDS, P.O. BOX 310, BRONSON, FL 32621.

11. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

12. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	County Coordinator P.O. Box 310 Bronson, FL 32621
--------------------------	---

If to the Contractor:	FOX Collection Center 454 Moss Trail Goodlettsville, TN 37072
------------------------------	---

13. **Assignment.** Contractor shall not assign this Agreement or any part thereof, without advance written consent of the County, which may be granted or withheld in the sole discretion of the County.

14. **Subcontracting.** Contractor shall not subcontract the Services to be performed under this Agreement.

15. **Civil Rights.** Not applicable, this Agreement is not being conducted with or benefiting from Federal assistance.

16. **Compliance with Nondiscrimination Requirements.** Not applicable, this Agreement is not being conducted with or benefiting from Federal assistance.

17. **Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

18. **Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

19. **Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

20. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

22. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

23. Prohibition Against Contracting with Scrutinized Companies. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section

215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria after July 1, 2018. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate any agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the agreement.

24. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

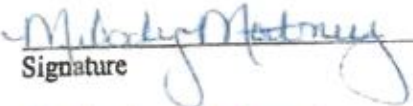
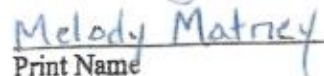
25. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

26. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.


27. Representation of Authority of Signatory. The individual signing this Agreement represents and warrants that they have been duly authorized and have legal capacity to execute and deliver this Agreement on behalf of Contractor and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year set forth in Section 4.

WITNESS:


Signature

Print Name

CONTRACTOR

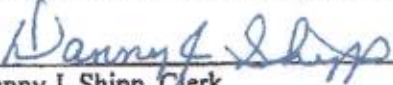
BY: 
JESSA FATE
President

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**




John Meeks, Chair

**ATTEST: Danny J. Shipp, Clerk of
Circuit Court And Ex officio Clerk to
the Board of County Commissioners**



Danny J. Shipp, Clerk

Approved as to form and legal sufficiency:



Nicolle M. Shalley, County Attorney