

**AGREEMENT
BETWEEN**

**WALTON COUNTY, GEORGIA
AND
FLORIDA LEGAL COLLECTIONS, P.A.**

**FOR
PROFESSIONAL COLLECTION SERVICES**

THIS CONTRACT is made and entered into by and between the **Walton County, Georgia (hereinafter the "Client")**, and the law firm of **FLORIDA LEGAL COLLECTIONS, P.A. (hereinafter the "Firm")**.

I.

The Client hereby engages the Firm for non-exclusive professional collection services of the past-due fees, service charges, fines, or costs to which the CLIENT's Probate Court is entitled pursuant to the terms and conditions described in this contract.

- A. **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.
- B. **Assignment:** The Firm may assign this Agreement to a Florida law firm solely owned by Travis R. Walker ("Walker"), Esq.; if assigned to Walker, Walker shall be subject to the same obligations and duties hereunder as the Firm. Otherwise, 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 the Firm shall remain liable for the performance of the contractual provisions of this Agreement. Any activities conducted hereunder for which licensure as a Georgia attorney is required by law shall only be performed by individuals duly licensed as Georgia attorneys.
- C. **Relationship of Parties:** In the performance of this Agreement, the Firm will be acting in the capacity of an independent contractor, and will not act as agent, employee, partner, joint venture, or associate of the Client. The Firm shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Firm in the full performance of this Agreement. Neither Firm, nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Firm for any act related to this Agreement, shall represent, act or purport to act, or be deemed to be an employee or attorney of the Client.

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

II.

- A. The CLIENT agrees to refer delinquent accounts by electronic medium, in a format and frequency to be agreed upon by the parties. An account is considered delinquent and eligible for referral when not paid within ninety (90) days of the scheduled due date, or as otherwise allowed by applicable law. The CLIENT will provide the FIRM with copies of, or access to, information and documentation necessary to collect the fees, fines and costs that are the subject of this contract, and the FIRM will provide the CLIENT with access to account information as agreed upon by both parties. The FIRM shall use account information provided by the CLIENT for the purposes of collection only and shall keep all such information confidential from any third party without express written authority from the CLIENT. The FIRM will provide the CLIENT with account status reports in the frequency and manner agreed to by the parties hereto. Notwithstanding the foregoing, CLIENT shall not be obligated to refer any delinquent accounts to the FIRM, but may do so in its sole discretion. FIRM is not guaranteed to be referred any delinquent accounts from CLIENT. This Agreement shall be not exclusive such that CLIENT may utilize persons other than the FIRM for collection activities, in addition to the FIRM.
- B. Records Management: The Firm understands that the records pertaining to delinquent debtors, which Firm will receive from Client, may be public records, and will permit public access to same in accordance with the laws of Georgia. However, upon receipt of any request for such records or other information, Firm will immediately forward such request to Client for its review and will refrain from releasing any records or information if so directed by Client. Further, Firm represents that it neither asserts nor retains any proprietary or other interest in any such information received hereunder. Firm further understands that the Client remains the official custodian of these records and prohibits Firm's use of the debtor's name and address for commercial solicitation purposes. The Firm recognizes that the integrity of the records to which its employees, agents, and subcontractors will have access under this Agreement is of paramount importance. Accordingly, the Firm ensures that its employees, agents, and subcontractors will not do anything to destroy, alter or compromise the records transferred to it by the Client. The Firm shall maintain and retain all books, records, data in hard copy 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, or longer if so required by applicable Georgia records retention schedules. Firm shall make such records available to Client during regular business hours for inspection and copying.

III.

The FIRM shall forward all payments and correspondence to the CLIENT as mutually agreed. Upon return or recall of any accounts forwarded to the FIRM for collection, neither party will have any obligation to the other party to this contract regarding such returned or recalled accounts. The placement hereunder of delinquent accounts by Client to Firm is a limited, conditional revocable placement. As such, the Client retains full authority to revoke any account placements at any time during the collections process in accordance with the conditions set forth in this Agreement.

- A. Revocation of Placement Without Cause – No Monies Yet Paid to Firm: On accounts for which no money has been paid to Firm, the Client may in his Sole discretion and without cause, revoke the placement of an account by providing written notice pursuant to the Paragraph of this Agreement titled “Notices” or as otherwise directed by the Client. Upon receipt by Firm of Client’s notice of revocation of account placement, Firm shall promptly:
- i. Cease all collection efforts on the revoked account,
 - ii. Not accept any subsequent payments on that account,
 - iii. Not charge or require the Client or debtor/defendant to pay any collection fee(s) on revoked account, and
 - iv. Return the account to the Client.
- B. Revocation of Placement for Cause – Erroneous Placement or Court Action. Any data transmitted by the Client may result in a revocation of an account placement at the Client’s discretion. In addition, if the Client acts 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 placement will be revoked. Upon receipt by Firm of Client’s notice of revocation of account placement, Firm shall promptly:
- i. Cease all collection efforts on the revoked account,
 - ii. Not continue to accept any subsequent payments on that account,
 - iii. Return 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 payer all monies, if any, retained by Firm as its collection fee or any part thereof. However, Client shall be responsible for returning to the payer all monies, if any, transmitted to Client by Firm for payment of the court related financial obligations as appropriate.
- C. Direct Payment to Client: Once Firm has received an account, the Client shall direct defendant/debtor to Firm and no monies shall be collected by the Client unless and except at the Client’s sole discretion.

- D. **Compromise and Settlement:** Firm shall not compromise or settle any delinquent account for less than full amount owed or enter into installment payment plans with debtors, unless otherwise directed in writing by Client. If Firm receives only a portion of the debt due, it shall promptly remit such partial payment to Client in accordance with this Agreement.

IV.

Insurance Requirements: For all periods during which this Agreement is in effect, Firm 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. 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 Agreement. If this coverage is written on claims made form, proof of extended reporting period (minimum of 60 days) coverage is required.
- B. **Commercial General Liability:** Coverage must be afforded, under a per occurrence form policy, including Premise Operation, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement for limits not less than \$1,000,000/general aggregate. \$1,000,000/products – completed operations (aggregate) \$1,000,000 personal injury – advertising liability, \$1,000,000 each occurrence; \$25,000 fire damage legal; \$5,000 medical payment. 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 Firm shall be filed with the Client as the certificate holder before operations commence. The insurance indicated on the certificate shall be subject to approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates.
- D. The Firm shall provide the Client with a certificate of insurance, naming Client as additional named insured for Commercial General Liability. Said certificate shall provide that such coverage shall not be cancelled or reduced without thirty (30) days advanced written notice of cancellation having been provided to Client. The certificate should also indicate if coverage is provided under “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 as this 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 Firm to Client thirty (30) days prior to the date of coverage expiration.

V.

- A. Compensation to Firm. The Firm's sole compensation for the services provided pursuant to this contract shall be an amount equal to forty percent (40%) of the total fees, fines, and costs collected by the Firm on each account referred to the Firm for collection (hereinafter the "Fee Amount"). The Fee Amount shall not be paid by the Client or its Probate Court and shall not be deducted from any of the amounts collected on behalf of the Client. Rather, the Fee Amount shall be collected by Client from the Debtor in addition to the amounts owed by Debtor to Client and its Probate Court. The Fee Amount shall be the sole compensation which the Firm may receive hereunder. All amounts collected from a Debtor shall be allocated first to the debt owed by such Debtor to Client and its Probate Court, and then to the Fee Amount after all debts owed to Client and its Probate Court are satisfied. Client and its Probate Court are not responsible for payment of the Fee Amount and do not guarantee that Firm will be able to collect the Fee Amount from any particular Debtor.
- B. Expenses: Unless otherwise provided for in this Agreement, any expenses incurred by Firm, its employees, agents, and subcontractors, including air and other travel fare, automobile travel mileage, and food and lodging expense are the responsibility of Firm and are not subject to reimbursement by Client or its Probate Court and shall not be deducted from any amounts to which Client or its Probate Court are entitled.
- C. Permits, Laws and Regulations: The Firm shall obtain and pay for all necessary permits, permit application fees, licenses, taxes, and any fees required at no expense to Client or its Probate Court.

VI.

- A. This contract shall become effective upon the signature of both parties and shall be for an initial term of two years, with three additional one-year options. The parties further agree that any and all options to extend the contract shall be deemed to have been exercised, without further action by either party, unless the CLIENT or the FIRM provides written notification of the intention not to renew the contract sixty (60) days prior to the date such option takes effect.
- B. Upon the expiration of the term of this contract, including all options to renew, the contract shall continue on a month-to-month basis until such time as a new contract between the parties hereto is negotiated upon mutually agreeable terms, or the CLIENT enters into a new contract for the services described herein pursuant to other means, or the CLIENT terminates the contract.
- C. The Client shall have the right to terminate this contract prior to its expiration provided upon thirty (30) days written notice. The effect of any termination shall be no longer than ninety (90) days from the date the written notice of termination is received, said notice being deemed adequate for the purpose of Client finding an alternative

solution for the Client's collection needs and for the Firm to complete any work in progress.

- D. The Client is entitled, but not required, to refer additional accounts to the Firm after notice of termination has been given. In any event, the Firm shall be entitled to attempt to recover the applicable Fee Amount(s) from the Debtors under said additional accounts as provided for herein. At the end of the winding down period, all accounts shall be immediately returned to the Client. The agreed upon duration of the winding down period shall be stated in the termination notice.
- E. 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.

VII.

The CLIENT and the FIRM agree that any Walton County entity, in addition to its Probate Court, may use this contract to procure the services of the FIRM pursuant to the terms and conditions contained herein.

VIII.

- A. Notices: All notices, requests and communications required under this Agreement shall be in writing and emailed to the following:

CLIENT: WALTON COUNTY, GA PROBATE COURT
303 S Hammond Drive
Suite 118
Monroe, GA 30655
Email: bwright@co.walton.ga.us

FIRM: FLORIDA LEGAL COLLECTIONS, P.A.
1100 SE Federal Highway, Suite B
Stuart, Florida 34994
Email: leann@floridalegalcollectionspa.com
ATT: Krystal Vasquez

Notices shall be effective upon receipt.

IX.

- A. **Governing Law:** This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto, if any, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.
- B. **Venue:** Any action to enforce the terms of this Agreement shall be brought in the Superior Court of Walton County, Georgia.
- C. **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 into this Agreement or perform any of said party's obligations hereunder.
- D. **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 know, 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 such breach of any provision of this Agreement shall not be construed as a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement.
- E. **Performance:** The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligation under this Agreement does not breach and will not result in a breach or violation of, any lien, agreement, security interest or understanding or obligation to which said party is a party or by which said party is bound.
- F. **Compliance with Law:** In providing services hereunder, Firm shall fully comply with all applicable laws.

X.

- A. This contract is executed on behalf of the parties hereto by its duly authorized representative. The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver, and be bound by the Agreement.
- B. This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed documents exchanged by email shall be binding and enforceable.

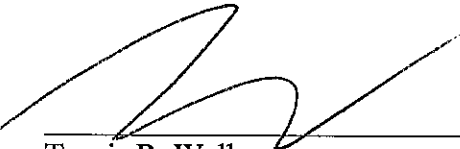
(Signatures appear on following page)

CLIENT

By: _____
David Thompson, Chair
Walton County Board of Commissioners
Walton County, Georgia

Date: _____

FLORIDA LEGAL COLLECTIONS, P.A.

By:  _____
Travis R. Walker
Founder
Florida Legal Collections, P.A.

Date: 3/12/2024