

AGREEMENT FOR DEBT COLLECTION SERVICES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **MERCHANTS ASSOCIATION COLLECTION DIVISION, INC.**, hereinafter referred to as "the Contractor", duly authorized to conduct business in the State of Florida, with offices located at 134 South Tampa Street, Tampa, FL 33602-5396.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Contractor to render and perform professional debt collection services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #09-3129FL), for the selection of a provider of professional debt collection services in the manner set forth in this Agreement.

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

ARTICLE 1: SCOPE OF SERVICE. The Contractor covenants and represents to the County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Contractor shall comply with the following attachments which are attached and made part of this Agreement:

Attachment "A" --- Scope of Services
Attachment "B" --- Compensation & Payments
Attachment "C" --- Special Conditions
Attachment "D" --- Insurance Certificate

In the event of a conflict between the terms and conditions provided in the Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no agent or employee of the County may authorize an increase in the above amounts as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of three (3) years, commencing upon execution.

B. Renewals or extensions of this Agreement, if any, shall be specified in Attachment C, Special Conditions.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Contractor shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Contractor's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

To Contractor:	Merchants Association Collection Division, Inc., Attn: T. Curtis Flynn, Vice President 134 South Tampa Street Tampa, FL 33602-5396
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To County:	Manatee County Utilities Department Attn: Director 4410 66 th Street West Bradenton, Florida 34210
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Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In Cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Contractor made by any local, State or Federal agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, agents, or subContractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Program or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such

debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of services shall be provided by employees of the Contractor and not by Subcontractors. Nothing herein shall preclude employment of personnel through lease or similar arrangement with the approval of County's representative, or

contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement without prior written consent of the County.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 8: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subContractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor, attorneys fees and expenses associated with such representation; or the rights, privileges

and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Commercial general liability insurance shall be carried in an amount not less than \$500,000 aggregate. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay agency for any services provided or for any costs associated with Contractor's Program for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Jim Seuffert, Director, of the County's Financial Management Department or other employee as may be designated in writing by the County's Administrator shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Debt Collection Services to be duly executed, in duplicate, by their authorized representatives.

CONTRACTORS NAME

By: T. Curt Floyd

Print Name: T. Curtis Floyd

Title: Vice President

Date: June 10, 2010

MANATEE COUNTY GOVERNMENT

By: Dan C.T.G. for the County

Print Name: Daniel T. Gray

Title: Director

Date: 6/28/10

MANATEE COUNTY MANATEE COUNTY
2010 JUN 24 AM 8:48
PURCHASING PURCHASING

Attachment "A"

Scope of Services

A.01 GENERAL REQUIREMENTS

The Contractor will perform all services specified in this Proposal in accordance with generally accepted professional standards. The Contractor will perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, will conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The following generally describes the "Scope of Services" that will be the successful Contractor's responsibility.

- a. The County will assign delinquent accounts to the Contractor for collection. The Contractor will acknowledge receipt of all forwarded accounts within twenty four (24) hours of receipt of forwarded accounts and will use all legal means to effect collection of such accounts.
- b. The County will forward to the Contractor the delinquent account information, credit check request, or any other debt collection information, in report format, via mail or electronic batch file. The Contractor will forward information to the County using the same agreed upon transaction method.
- c. The Contractor shall receive for services performed under standard collection procedures a negotiated percentage of all monies collected upon assigned balance due accounts while in the possession of the Contractor.
- d. The County will reserve the right and authority to withdraw accounts upon discovery of invoicing disputes, legal restrictions to collect and declaration of hardship.
- e. The Contractor shall comply with all provisions of Federal Public law 95-109 title "Fair Debt Collection Practice Act" as amended, with Florida Statute 559 and with all other federal, state or local laws, rules and regulations that may apply.
- f. The Contractor shall continue debt collection procedures on all uncollected accounts for a period of not less than one (1) calendar year unless otherwise notified by the County to discontinue the debt collection effort.
- g. The Contractor will submit to the County its policy on your firm's debt collection procedures. The policy will include, but is not limited to, the acceptance of checks, the acceptance of checks which are returned from a bank as unpaid and insufficient funds, accounts closed, skip tracing and credit checks.

- h. The Contractor shall have a primary contact person and other "key" personnel designated as contacts for the County's Account Manager. The personnel will be available from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Holidays.
- i. The Contractor shall provide credit check services for the County. A one-time fee will be established for processing the credit checks and the Contractor will be required to complete the credit check within 72 hours of receipt of the request.
- j. The Contractor shall provide records management, on a monthly basis, including but not limited to:
 - 1. Account status of all delinquent accounts that the County assigned to your firm documenting the debt collection activity on the accounts.
 - 2. Summary report indicating the accounts that had either part or full payment to either the County or the Contractor.
 - 3. An invoice to the County for commission due for monies collected from delinquent accounts and other Credit activities performed for the County.
 - 4. Summary of reports of requested credit checks.
 - 5. Summary of accounts reported to the Credit Bureau and subsequently released.
- k. The record management reports and time schedules of report transmittals shall be distributed to designated contacts by the referring County departments.
- l. The Contractor shall maintain and keep all reports and records necessary to comply with any Federal, State, or Local law.
- m. The Contractor shall provide web access to the County through a secure website to detailed collection activity by account.
- n. The Contractor shall provide a toll-free number to respond to inquiries concerning collection activity.

Attachment "B"

Compensation & Payments

1. The County shall pay to the Contractor a contingency fee rate of **18%** on all monies collected.
2. The County shall make payment to the Contractor within forty five (45) days after receipt of an invoice and a final actuarial report for the fiscal year that have been approved by the Contract Administrator.

Attachment "C"

Special Conditions

1. This Agreement may be renewed by the mutual agreement of the parties for two (2) additional one (1) year periods. Such renewal shall be in writing, executed by the County's Board of County Commissioners, and the Contractor's officers.

Attachment "D"
Insurance Certificate

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DC MERCH-1	DATE (MM/DD/YYYY) 06/18/10
PRODUCER Lykes Insurance, Inc 400 N. Tampa St., Suite 2200 Tampa FL 33602 Phone: 813-223-3911 Fax: 813-221-1857		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Merchants Association of Florida, Inc., Merchants Association Collection Division, Inc. P.O. Box 972 Tampa FL 33601		INSURERS AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Florida Retail Federation INSURER C: Safeco Insurance Co. INSURER D: INSURER E:	NAIC # 10178 10700

COVERAGES


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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	0006993	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$ 2,000,000	PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY	0010385	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	0006454	04/01/10	04/01/11	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
B C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	52022895 (FL) 02WC569302-10 (CT)	01/01/10 01/01/10	01/01/11 01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

CERTIFICATE HOLDER

CANCELLATION

MANAT-1 Manatee County Government P.O. Box 1000 Bradenton FL 34206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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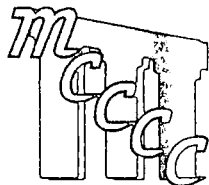
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

July 28, 2010

TO: Merchants Association Collection Division, Inc.
134 South Tampa Street
Tampa, Florida 33602-5396

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

Vicki

RE: **Debt Collection Services** - Agreement with Merchants Association Collection Division, Inc., 18 percent on all funds collected.

ACCEPTED: In open session by the Manatee County Board of County Commissioners on **July 27, 2010.**

RBS:vpj
Enclosure

cc: Board Records
Frank Lambertson, Purchasing Division

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.myanatee.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: July 21, 2010
Subject: Consent Agenda – Clerk's Consent Calendar

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

Merchants Association Collection Division, Inc., 134 South Tampa Street, Tampa, FL 33602-5396

Should you have any questions, please call Frank Lambertson at ext. 3042.

via email 7/29/10 (vj)

RECEIVED

JUL 22 2010

BOARD RECORDS

Enclosure: Agreement (two originals each)

From: Vicki Jarratt
Sent: Thursday, July 29, 2010 11:54 AM
To: 'frank.lambertson@mymanatee.org'
Subject: Debt Collection Services Agreement

Attachments: BC20100727DOCC62.PDF

Attached is a copy of the Debt Collection Services Agreement accepted by the BCC on 7/27/10.

Best regards,

Vicki Jarratt

Board Records

749-1800 Ext. 4185

vicki.jarratt@manateeclerk.com