

AGREEMENT

Between

CITY OF GREENACRES

and

ACCOUNTS RECEIVABLES, INC.

for

**SPECIALIZED DEBT COLLECTION SERVICES
RFP NO. 15-008**

This is an agreement between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY");

AND

Accounts Receivables, Inc. successors and assigns, (hereinafter the "AGENCY"). This Agreement is dated November 16, 2015.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and AGENCY agree as follows:

ARTICLE I SCOPE OF SERVICES

The AGENCY shall complete all services as enumerated in CITY RFP No. 15-008 for Specialized Debt Collection Services, and AGENCY'S proposal response dated August 13, 2015 attached hereto as Exhibit "A" to this Agreement and by this reference made a part hereof. Specifically, AGENCY will provide collection services for delinquent accounts of services rendered by the CITY, such as unpaid ambulance transportation bills, parking citations, false alarm fees and any other collectibles deemed eligible for collection agency service by the CITY.

ARTICLE II TERM

The term of this Agreement shall be for one (1) year beginning November 23, 2015 and ending November 22, 2016. At the end of the one (1) year period, this Agreement may, at the CITY's sole option, be extended for up to four (4) additional one (1) year terms upon thirty (30) days prior written notice to the AGENCY.



ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

The sole compensation to be paid to the AGENCY by the CITY for the services rendered hereunder shall be twenty percent (20%) for first time placements and twenty-eight percent (28%) for second time placements of the total amount of debts recovered, collected, and remitted to the CITY by AGENCY hereunder whether paid by a debtor to AGENCY or directly to CITY.

ARTICLE IV
AGENCY RESPONSIBILITIES

- 4.1 The CITY hereby agrees to present to AGENCY, from time to time, evidence of indebtedness described in Article I of this Agreement and as further identified by CITY in accordance with the requirements of this Article. AGENCY shall have full right and power to do in its own name and on its own behalf all of the things that may be legally required and permissible to enforce and collect the debts identified in this Agreement and to receive payment in accordance with the terms of this Agreement. However, AGENCY shall not file suit against any debtor unless specifically authorized by CITY through an appropriate resolution adoption by the Greenacres City Council.
- 4.2 AGENCY shall endeavor to collect all sums due, and shall use its best efforts and professional judgment in collecting, settling, and compromising all accounts assigned hereunder. Upon receipt of payment by CITY as provided in Article V of this Agreement, AGENCY shall promptly execute and deliver, as appropriate, any release(s) or satisfaction(s) of the applicable debt(s).
- 4.3 Except as provided in this Agreement to the contrary, AGENCY shall undertake to collect any debt described in Article I.
- 4.4 Upon the request of CITY, AGENCY agrees to release all of its right, title and interest in any debts presented to AGENCY, to cease all activities to recover the sums due, and further agrees that all right, title and interest in any such recalled debt shall thereafter remain with CITY.
- 4.5 AGENCY shall render the amounts recovered hereunder by check of such collected amounts to Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida 33463, Attention: Accounts Receivable, not later than ten (10) days following the end of each calendar month for the collection period. The report submitted with the collected amount shall detail each account collected (gross amount) and the 20% or 28% due the AGENCY deducted from the check amount. Any expenditure by AGENCY on debts that are uncollectible for any reason, are the sole responsibility of said AGENCY and not subject to reimbursement by the CITY.

ARTICLE V
RECORDS

- 5.1 AGENCY shall keep such records and accounts and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the services rendered hereunder. All such records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete and incorrect entries in such records will be grounds for CITY'S disallowance of any fees based upon such entries.
- 5.2 AGENCY shall submit to the CITY, on a monthly basis, data reports which will reflect the following information:
- (A) A listing of all accounts extracted from the public records for collection.
 - (B) A listing of accounts presented by the CITY to AGENCY for collection.
 - (C) Each listing shall include, at a minimum, the following:
 - 1. The dollar amount of debts outstanding.
 - 2. The dollar amount of debts collected for the month.
 - 3. The dollar amount of debts collected cumulative to date.
 - 4. Final disposition and justification of non-collectability.
 - 5. Performance Analysis Report
 - 6. Trust Account Bank Statement
 - 7. Any such other information, which the CITY may from time to time request.

ARTICLE VI
MISCELLANEOUS

6.1 **OWNERSHIP OF DOCUMENTS**

All documents and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the services provided hereunder are fully completed.

6.2 TERMINATION

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, AGENCY shall be paid its compensation for services performed to termination date. In the event that AGENCY abandons this Agreement or causes it to be terminated by CITY, AGENCY shall indemnify CITY against any loss pertaining to this termination. All finished or unfinished documents, data and reports prepared by AGENCY shall become the property of CITY and shall be delivered within five (5) calendar days by AGENCY to CITY.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. AGENCY'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to AGENCY of a written notice of such breach or default; or
2. AGENCY'S occupational business license terminates for any reason; or
3. AGENCY becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or has a petition under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
4. Any assignment by AGENCY of any choice in action or debt presented to it by the CITY, any assignment of this Agreement in whole or in part, or any of AGENCY'S rights and obligations hereunder;

AGENCY recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the CITY and/or a selected successor to AGENCY with an orderly transition and disposition of all accounts previously presented by the CITY to AGENCY. AGENCY shall be paid in accordance with Article III for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

6.3 EQUAL OPPORTUNITY EMPLOYMENT

AGENCY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

6.4 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, AGENCY through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.5 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by AGENCY, under any circumstances, without prior written consent of CITY.

6.6 INDEMNIFICATION OF CITY

6.6.1 AGENCY shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of AGENCY, its agents, or employees in the performance of services under this Agreement.

6.6.2 AGENCY further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of AGENCY resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

6.6.3 AGENCY acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by AGENCY, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

6.7 INSURANCE

AGENCY shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance with minimum coverage amounts acceptable to CITY.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. AGENCY shall specifically protect CITY by naming the CITY OF GREENACRES as an additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference this Agreement, and copies of said policy shall be provided to the CITY Purchasing Administrator and Contract Coordinator.

- 6.7.1 Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).
- 6.7.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.
- 6.7.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit Liability. Coverage must be afforded on a form to more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent CONTRACTORS,
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY OF GREENACRES is to be named as additional insured with respect to liability arising out of operations performed for CITY by or on behalf of AGENCY or acts or omissions of AGENCY in connection with such operation.

6.7.4 AGENCY shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6.7 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.8 PERFORMANCE OF WORK BY AGENCY

It is expressly agreed that AGENCY is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to AGENCY'S sole direction, supervision and control. AGENCY shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects AGENCY'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

In the event AGENCY, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, AGENCY must secure the prior written approval of CITY'S Purchasing Agent.

6.9 LAWS AND REGULATIONS

It is further understood by the parties that AGENCY will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws including, but not limited to, the Fair Debt Collection Practices Act. AGENCY agrees to pursue only reasonable collection techniques and will not use any collection techniques which reflect adversely upon the CITY. If the CITY deems any technique utilized by AGENCY, in its sole discretion, to be unreasonable or not in the best interest of the CITY, AGENCY shall cease and desist from using such techniques upon notice by the CITY.

6.10 CONTRACT ADMINISTRATOR

The CITY'S Contractor Administrator during the performance of services pursuant to this Agreement shall be the CITY'S Director of Finance.

6.11 NO CONTINGENT FEE

AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AGENCY 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 AGENCY any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.12 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.13 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.14 AUTHORITY TO ENGAGE IN BUSINESS

AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinator or Purchasing Administrator upon request.

6.15 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.16 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF GREENACRES:

Director Of Finance
City Of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

WITH A COPY TO:

City Attorney
City Of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

FOR AGENCY:

Melissa L. Nash, President / CEO
Account Receivables, Inc. dba ARI
314 Clematis Street, Ste 201
West Palm Beach, FL 33401

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 16th day of November, 2016.

(Seal)

CITY OF GREENACRES
A Municipal Corporation of the State of Florida.
ATTEST:

Denise McGrew

City Clerk - Denise McGrew



Thomas A. Hughes

Director of Finance / Tom Hughes
Purchasing Agent

ENDORSED AS TO FORM AND SUFFICIENCY:

James Stokes

City Attorney - James Stokes

Accounts Receivables, Inc

WITNESSES:

[Signature]
[Signature]

(Corporate Seal)

By: Melissa R. Led

Pres / CEO
Print Name and Title

SWORN TO and SUBSCRIBED before me this 5 day of Nov, 2015.



(Notary Seal)

Signature:

Colleen B. Sullivan
Notary Public - State of Florida

Colleen B. Sullivan
Printed Name

Commission No. FF 65914 Commission Expires: 10/24/17



Department of Finance
5800 Melaleuca Lane
Greenacres, FL 33463
(561) 642-2000
(561) 642-2037 Fax

Samuel J. Ferreri
Mayor

Andrea McCue
City Manager

NOTICE OF AGREEMENT RENEWAL

June 8, 2016

Account Receivables, Inc. dba ARI
Melissa L. Nash, President / CEO
314 Clematis Street, Ste 201
West Palm Beach, FL 33401

Subject: Renewal of RFP No. 15-008 – Specialized Debt Collection Services

Attn: Ms. Melissa L. Nash

The agreement for the RFP referenced above expires on November 22, 2016. As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. This will be the first of four possible renewals of the agreement. The new agreement term will be from November 23, 2016 through November 22, 2017.

Please complete and return this form to the Purchasing Division by Wednesday, June 15, 2016 at 5:00 p.m. Your response may be faxed using the City fax number (561) 642-2037 with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2039.

Sincerely,

Monica Powery, CPPB
Purchasing Administrator

X I hereby agree to a one-year extension of the subject agreement.

_____ I am unable to extend the agreement for an additional one-year period.

Signature

6/13/2016

Date