SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

BID #: ESC-0496-18 **OPEN DATE: 8/8/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Circuit Court

BASIS OF AWARD: Highest Scoring Bidder(s) Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED: 10** **OTHER: 2**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second of three (3) one (1) year renewal options with Harris & Harris, LTD and Linebarger, Goggan, Blair & Sampson, LLP for Debt Collection Services for the Duval County Clerk of the Circuit and County Courts. Period of service for Harris & Harris, LTD will be from December 9, 2023 through December 8, 2024. Period of service for Linebarger, Goggan, Blair & Sampson, LLP will be from January 14, 2024 through January 13, 2025. There is no cost to the City. All other terms and conditions will remain the same.

To be executed for formal contract amendment #2 through the Office of General Counsel. (Contract No. 10718 and 10738).

Attachments: Recommendation Memo, Vendor Email, Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit Court

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Ola, Ruben

From: Kelly Burnette <Kelly.Burnette@lgbs.com>
Sent: Monday, November 20, 2023 11:32 AM
To: Tomlin, Victoria L
Subject: Re: Duval County Clerk of Court Renewal

EXTERNAL EMAIL: This email originated from a non-Clerk email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.
Good morning Victoria,

I hope you are doing well.

Our firm is very grateful to represent the Duval County Clerk's office and appreciate the opportunity to continue our partnership for another year.

Best regards,

Kelly Burnette
Capital Partner
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
Jacksonville, Florida
Kelly.Burnette@lgbs.com
Mobile: (904) 838-1827
http://www.lgbs.com/

CONFIDENTIALITY STATEMENT
This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

From: Tomlin, Victoria L <Victoria.Tomlin@DuvalClerk.com>
Sent: Monday, November 20, 2023 11:11 AM
To: Kelly Burnette
Subject: Duval County Clerk of Court Renewal

Good Morning Kelly,

It is that time of year again for our renewal. We have two one-year renewals left on our current contract and wanted to verify we are okay to move forward with the second out of three one-year renewals. If we could please get confirmation to this email, or a letter confirming I would greatly appreciate it.

Thank you,

Victoria Tomlin
Specialist to Clerk of Court
Finance and Accounting - Purchasing

Duval County Clerk of Courts
501 West Adams St, Jacksonville, FL 32202
Direct: 904-255-2369
Main: 904-255-2000

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT
DUVAL COUNTY, FLORIDA

November 6, 2023

To: Dustin Freeman, Chief of Procurement

Thru: Jennifer Spinelli, Chief Financial Officer

From: Victoria Tomlin, Purchasing Specialist

Subject: Renewal to Contract 10718 – Harris & Harris, LTD

The Clerk of the Circuit and County Courts is requesting to utilize one of the remaining two one-year renewals with Harris & Harris, LTD. Under contract 10718, this is our debt collection service used for delinquent fines and fees of various types of cases withing the Clerk's Office.

Funding: No cost to the Clerk's Office.

Attached: Contract 10718
Amendment # 1

#10718
AMD #1

FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
HARRIS & HARRIS, LTD
FOR
DEBT COLLECTION SERVICES
FOR
CLERK OF THE CIRCUIT AND COUNTY COURTS

THIS FIRST AMENDMENT to the Agreement for debt collection services is made and entered into this 25 day of May, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **HARRIS & HARRIS, LTD**, a foreign profit corporation with a principal address at 111 West Jackson Boulevard, Suite 400, Chicago, Illinois 60604 (the "Consultant").

WITNESSETH:

WHEREAS, on December 9, 2019, City and Consultant made and entered into City of Jacksonville Contract No. 10718 (the "Agreement") for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of three one-year renewal options, thereby extending the period of service from December 9, 2022, through December 8, 2023, with all other provisions, terms, and conditions of said Agreement remaining unchanged, now therefore

IN CONSIDERATION of the premises and mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Article 4 of said Agreement is amended by exercising the first of three one-year renewal options, thereby extending the period of service from December 9, 2022, through December 8, 2023, and as amended shall read as follows:

"ARTICLE 4: Duration of Agreement, termination, and Renewal Option:

The term of this Agreement shall commence on the date of execution and shall continue and remain in full force and effect as to all its provisions, terms, and conditions as set forth herein for a period of four (4) years, with two (2) one-year renewal options thereafter unless sooner terminated by City or Consultant, with or without cause, as provided herein upon verbal notice with written Confirmation following. In the event this Agreement is terminated, Consultant shall be paid for any unpaid billings for all Services performed up to the date of notice of termination. Consultant may decline the renewal of

this Agreement by providing City 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 City is able to negotiate a new Agreement with Consultant or find another consultant to provide the same or similar services to City."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

Print/Type Name

Title

HARRIS & HARRIS LTD

Sal Hazday
Print/Type Name

President/CEO
Title

Form Approved:

Office of General Counsel

GC-#1549283-v1-Harris_&_Harris_10718_Amd#1_Debt_Collection.docx

SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

BID #: ESC-0496-18 **OPEN DATE: 8/8/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Circuit Court

BASIS OF AWARD: Highest Scoring Bidder(s) Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 10 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of three (3) one (1) year renewal options with Harris & Harris, LTD and Linebarger, Goggan, Blair & Sampson, LLP for Debt Collection Services for the Duval County Clerk of the Circuit and County Courts. Period of service for Harris & Harris, LTD will be from December 9, 2022 through December 8, 2023. Period of service for Linebarger, Goggan, Blair & Sampson, LLP will be from January 14, 2023 through January 13, 2024. There is no cost to the City. All other terms and conditions remain the same.

To be executed for formal contract amendment through the Office of General Counsel. (Contract No. 10718 and 10738)

Attachments: Recommendation Memo, Previous Award, Vendor Email

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
JUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit Court

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 **MEMBERS DISAPPROVING** 0 **DATE:** 8/8/2022

_____ **OTHER:** _____

_____

_____

_____

_____

ACTION OF AWARDING AUTHORITY **DATE** 12/9/2022

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

Brian Hughes
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No: 2019-02

SIGNATURE OF AUTHENTICATION _____

SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

BID #: ESC-0496-18

OPEN DATE: 8/8/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Courts

BASIS OF AWARD: Highest Scoring Bidder(s) Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 10 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the top two (2) highest scoring contractors, Harris & Harris and Linebarger, Goggan, Blair & Sampson, as a result of negotiations. Negotiations were unsuccessful with the third contractor, GC Services Limited Partnership, and it will not be recommended for award. Period of service is for three (3) years from date of contract execution with three (3) one (1) year renewal options. There is no cost to the City. Contractors will collect a 30% fee for each account collected in full.

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Evaluation Criteria and Previous Awards

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ GREGORY TEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 6/13/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/13/19

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No. 2015-05

SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

BID #: ESC-0496-18 **OPEN DATE:** 8/8/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Courts

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 10 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to end negotiations and reject Penn Credit for failure to comply with the requirements of the RFP as outlined in Sections 2.17, Contractor Representation and 4.4, Contractor Qualifications. Recommend approval to begin negotiations with the fourth highest scoring vendor, GC Services Limited Partnership, as one of three (3) contractors for this project. The results of negotiations will be presented to the Committee for approval.

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Rejection Letter

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 4/11/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 4/11/19

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No 2015-05

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HARRIS & HARRIS, LTD
FOR
DEBT COLLECTION SERVICES
FOR
THE CLERK OF THE CIRCUIT AND COUNTY COURTS

10718

THIS AGREEMENT is made and entered into in duplicate this 9 day of Dec., 2019, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Clerk of Circuit and County Courts (hereinafter together referred to as the "CITY") and HARRIS & HARRIS, LTD, with offices at 111 WEST JACKSON BOULEVARD, SUITE 400, CHICAGO, ILLINOIS 60604 (hereinafter referred to as the "CONSULTANT" or "Agency").

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (ESC-0496-18) for Professional Services for delinquent fines and fees for various types of cases which are unpaid for more than ninety (90) days, or as allowed by law, including but not limited to traffic citations (non-criminal and criminal), misdemeanor cases, felony cases, and any future cases deemed lawful for collection (the "Project"); and

WHEREAS, CONSULTANT submitted a proposal to City and was selected by City as one of the two highest scoring consultants to provide services for the Project; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of this Project;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for professional services for the Project in accordance with the following:

ARTICLE I: Engagement and Performance of CONSULTANT

CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the "Scope of Services," attached hereto as **Exhibit A** and, by this reference, made a part hereof (the "Services"). In providing the Services, CONSULTANT shall at all times protect the reputation and ethic of the CITY and the Clerk of the Circuit and County Courts and comply with all Fair Collection Practices.

ARTICLE 2: Coordination and Services Provided by City

(a) CITY shall designate for the Services received a Project Coordinator who will, on behalf of the CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be:

Allison Luker
Chief Financial and Administrative Officer
501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

(b) CITY shall provide the following services: send to CONSULTANT all delinquent fines or fees by electronic medium in a format and frequency to be agreed upon by the parties; report to CONSULTANT any payments received by CITY for delinquent fines and fees previously referred to the CONSULTANT (it is CITY's intent not to accept any payments referred for collection); research disputed accounts referred from CONSULTANT and provide and/or certify the validity of the debt; and, 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: Return of Accounts.

For purposes of this Agreement, an account is considered delinquent and eligible for referral to CONSULTANT when not paid within ninety (90) days of the scheduled due date or as allowed by law. CONSULTANT reserves the right to return all delinquent accounts not collected within one (1) year of referral by CITY. CONSULTANT also 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 on the date of execution 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 three (3) years, with three (3) one-year renewal options thereafter unless sooner terminated by CITY or CONSULTANT, with or without cause, as provided in Article 4 of this Agreement, upon verbal notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be

paid for any unpaid billings for all Services performed up to the date of notice of termination. CONSULTANT may decline the renewal of this Agreement by providing CITY 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 CITY is able to negotiate a new agreement with CONSULTANT or find another consultant to provide the same or similar services to the City.

ARTICLE 5: Termination.

During the term of this Agreement, either party shall have the right to terminate the same prior to its expiration date in accord with the time periods specified in Section (a) below; *provided however,* if the termination is for a default, including but 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 three months from the date the written notice of termination is received. The parties agree that the said three month period is adequate for the purpose of CITY's finding an alternative solution to its collection needs and for the purpose of CONSULTANT's completing any work in progress upon receipt of notice of termination.

(b) CITY is entitled, but not required, to refer additional accounts to CONSULTANT after a notice of termination has been given. In any event, CONSULTANT shall be entitled to payment of its fees on all amounts collected on referred accounts during the ninety (90) day winding down period specified in Section (a) above. At the end of said winding down period, all accounts shall immediately be returned to CITY.

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

CITY 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, CONSULTANT 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 CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 8: Payments for Services of Consultant

CITY will compensate 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 938.35, Florida Statutes, and Section 112.114, *Ordinance Code*. Under Section 983.35, Florida Statutes, the Clerk is authorized to recover costs of collections in an amount not-to-exceed forty percent (40%) of the total fines and costs owed (the "Collection Fee"). Therefore, for each delinquent account sent to CONSULTANT, the Collection Fee is added to the amount of fines and costs owed. The total amount is the "Collection Amount." As negotiated, the current collection amount is thirty percent (30%).

(b) For all such Collection Amounts collected in full by CONSULTANT, the CONSULTANT will earn the Collection Fee as compensation. Such Collection Fee shall become the property of CONSULTANT immediately upon collection of the Collection Amount, in full, and CONSULTANT shall deposit the balance of the Collection Amount, as provided in the Scope of Services, attached hereto as **Exhibit A**. CONSULTANT shall send CITY 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 in full. There shall be no compromise on amount of the delinquent fines and charges that make up part of the Collection Amount.

(c) The CITY's maximum indebtedness under this Agreement is a total amount not-to-exceed $0.00; *provided however*, since this is a legislatively authorized contingent fee arrangement relative to monies that have not yet been collected or earned, no CITY funds are encumbered by or for this Agreement, and the recitation of the maximum indebtedness is made only to satisfy the requirements of Section 106.431, *Ordinance Code*.

ARTICLE 9: General Indemnity

CONSULTANT, including its employees, agents, and subconsultants, shall hold harmless, indemnify, and defend the City, 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 subconsultants' performance of this Agreement or work performed hereunder. 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, CONSULTANT 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 States Endorsement)	$100,000 Each Accident $500,000 Disease Policy Limit $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 City of Jacksonville and the Clerk of Courts 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 date of the policy.)

Bonding: Each employee of CONSULTANT must have a minimum of $25,000.00 Employee

Dishonesty Coverage and a minimum of Depository Forgery Coverage naming the CITY and the Clerk of Courts as additional insureds, or CONSULTANT must provide a third party fidelity bond in the same amounts listed herein in favor of CITY and the Clerk of Courts.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Said insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY. Said insurance shall be written by an insurer with an A.M. Best Rating of "A- VII" or better. Prior to commencing any work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. 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 CITY. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages. Neither approval of nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT or its subconsultants of the responsibility to provide insurance as required by this Agreement.

ARTICLE 11: Accuracy of Work

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 Consultant, have 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 any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY'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 from 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

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

In conformity with the requirements of Section 126.404, *Ordinance Code*, 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 employee relations throughout the term of this Agreement. 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 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. 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 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 and to the extent applicable. If CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees in Obtaining Agreement Prohibited

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not

employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 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, CITY 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: Truth in Negotiation

In conformity with Section 126.305, *Ordinance Code*, CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars. Pursuant to such certificate, 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, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent 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, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. 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

CONSULTANT and its subcontractors shall maintain all books of accounts, documents, papers, accounting records, receipts, 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 five (5) years from the date of final payment under this Agreement for inspection and/or audit by CITY. All such documents relating to the Services performed or money expended under this Agreement shall be open to CITY's inspection and audit during CONSULTANT's regular business hours. No such audit or examination shall be made until the Council Auditor has made a recommendation to the Council President that such examination or audit should, or in the alternative, should not be conducted, and until the Council President has approved conducting such examination or audit.

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 courts of competent jurisdiction 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 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.

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 CITY:

The Honorable Ronnie Fussell
Clerk of the Circuit and County Courts
501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

As to the CONSULTANT:

Harris & Harris, Ltd.

111 West Jackson Boulevard, Suite 400
Chicago, Illinois 60604
Attn: Arnold S. Harris

ARTICLE 24: Successors and Assigns

CITY and 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 CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 25: Consultant Defined

As used herein, the term "CONSULTANT" shall include, but not be limited to, Harris & Harris, Ltd., its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or other entities working for it or on its behalf.

ARTICLE 26: Ethics

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY.

ARTICLE 28: 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 or 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 29: Entire Agreement/Amendments

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by 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 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 30: 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 above written.

ATTEST:

By James R McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

ATTEST:

By
Its Executive Vice President

HARRIS & HARRIS, LTD

By
Its President

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Administration and Finance
City Contract # 10718

Form Approved:
James R. McCain
Office of General Counsel

Exhibit A

Scope of Services

1. CONSULTANT shall provide debt collection services to collect delinquent fines and fees

for various types of cases which are unpaid for more than ninety (90) days or as allowed by law. Collection items may include, but are not limited to:

- Traffic Citations (Non-Criminal)
- Traffic Citations (Criminal)
- Misdemeanor Cases
- Felony Cases
- Any future case type deemed appropriate for collection

2. CLERK shall distribute debts equally as agreed between the two highest Consultants selected to provide collection services.

3. CONSULTANT shall seek prior written approval from the CLERK of written correspondence or telephone debt collection scripts prior to implementing them in the debt collection process. Any changes to the content of such correspondence or scripts used by CONSULTANT require written approval from the CLERK.

4. CLERK maintains sole ownership of collection data and shall have the right to recall, at any time, a case previously referred for collections efforts.

5. CONSULTANT must provide the appropriate language regarding the timeline and reinstatement process for both in- and out-of-state violators in their correspondence and communication. The current D-6 process is electronic unless the violator/defendant possesses an out-of-state driver's license.

6. CONSULTANT must meet programming needs to automate clearance of the license suspension (D-6 Clearance) for defendants placed in diversion program.

7. File templates listed in ESC-0496-18 as Appendix A and Appendix B are minimum fields required for processing in the CLERK's case management system. Format, file type, and frequency will be provided as agreed upon between the CLERK and CONSULTANT.

8. CONSULTANT must provide a secure FTP site and maintain the site for incoming and outgoing files.

9. Daily transaction files must match the invoice and be processed as a single file to include all transactions (i.e., payment transactions, reversals, chargebacks, or any additional transactions related to cases). Detailed information including customer name, case number, and amount of the fine paid must be provided for all transactions. Reversals, chargebacks, etc. must have customer name, case number and amount of fine reversed. A separate invoice and ACH should be sent based on case type. There must be a total line matching the amount of the ACH sent to the Clerk.

10. Daily payment files shall not contain any payment transactions that are waiting final payments, or contain financial holds.

11. CLERK and CONSULTANT will establish file transfer times. Any changes must be communicated in advance, and agreed upon by both parties. CONSULTANT is expected to provide consistent and timely transfers; however, with the understanding that exceptions can occur, CLERK must be notified as soon as reasonably possible so that CLERK can make adjustments and accommodate the exceptions.

12. CONSULTANT will submit case payments to CLERK daily after receipt, minus the collection fee. An ACH matching the amount of the invoice will be sent daily. Deposit

amounts for multiple invoices will not be combined on a single ACH. Routing/Transit number and banking account information will be provided during implementation.

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

14. CONSULTANT will submit any disputed case to CLERK for review and research before continuing with collection.

15. CONSULTANT shall maintain sufficient safeguards to prevent unauthorized access to information, such as secure handling and storage of all data and computer equipment. CONSULTANT is responsible for ensuring the safety and security of all Clerk records, including a backup and Disaster Recovery Program.

16. CONSULTANT shall provide CLERK the ability to generate reports or provide electronically for each account with the CLERK. Reports will be provided on a daily, weekly, and/or monthly basis, or as requested by CLERK. An example of such reports include:

    (a) Acknowledgment Report
    (b) Daily Payment Transmittal Report
    (c) Daily Adjustment Report
    (d) Summary of Account Activity Report
    (e) Agency Activity Report
    (f) Collection Analysis Report

Many reports are pre-defined as provided in ESC-0496-18; however, customizable reports directly relate to the scope of services, or such reports mutually agreed upon may be requested as needed.

17. CONSULTANT shall not be entitled to collection fees on declared Amnesty day(s). Consultant acknowledges the Clerk reserves the right to declare Amnesty day(s), and additional Amnesty days(s) may occur as directed by the judiciary, legislature, or as required by law as specified in ESC-0496-18; Section 4.11.

ADDENDUM TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HARRIS & HARRIS, LTD
FOR
DEBT COLLECTION SERVICES
FOR
THE CLERK OF THE CIRCUIT AND COUNTY COURTS

THIS ADDENDUM TO AGREEMENT is made and entered into in duplicate this ___ day of _____, 2019, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Clerk of Circuit and County Courts (hereinafter together referred to as the "CITY") and HARRIS & HARRIS, LTD, with offices at 111 WEST JACKSON BOULEVARD, SUITE 400, CHICAGO, ILLINOIS 60604 (hereinafter referred to as the "CONSULTANT" or "Agency").

The CONSULTANT hereby accepts the following addendum to Debt Collections Services Agreement.

Article 8(a) is amended to include Florida Statute Section 28.246(6), referenced below.

ARTICLE 8: Payments for Services of Consultant

CITY will compensate 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 938.35, *and 28.246(6)* Florida Statutes, and Section 112.114, *Ordinance Code*. Under Section 983.35, Florida Statutes, the Clerk is authorized to recover costs of collections in an amount not-to-exceed forty percent (40%) of the total fines and costs owed (the "Collection Fee"). Therefore, for each delinquent account sent to CONSULTANT, the Collection Fee is added to the amount of fines and costs owed. The total amount is the "Collection Amount." As negotiated, the current collection amount is thirty percent (30%).

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Debt Collection Services Agreement the day and year written above.

ATTEST:

By James R. McCain, Jr., Corporation Secretary

CITY OF JACKSONVILLE

By Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM APPROVED

James R. McCain, Jr.
ASSISTANT GENERAL COUNSEL

ATTEST:

By
Its COO

HARRIS & HARRIS, LTD

By
Its CEO

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT
DUVAL COUNTY, FLORIDA

November 6, 2023

To: Dustin Freeman, Chief of Procurement

Thru: Jennifer Spinelli, Chief Financial Officer

From: Victoria Tomlin, Purchasing Specialist

Subject: Renewal to Contract 10738 – Linebarger, Goggan, Blair & Sampson

---

The Clerk of the Circuit and County Courts is requesting to utilize one of the remaining two one-year renewals with Linebarger, Goggan, Blair & Sampson. Under contract 10738, this is our debt collection service used for delinquent fines and fees of various types of cases within the Clerk's Office.

Funding: No cost to the Clerk's Office.

Attached: Contract 10738
Amendment # 1

FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP
FOR
DEBT COLLECTION SERVICES
FOR
CLERK OF THE CIRCUIT AND COUNTY COURTS

THIS FIRST AMENDMENT to the Agreement for debt collection services is made and entered into this 21 day of March, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP**, a General Partnership with an office at 8130 Baymeadows Circle West, Suite 203, Jacksonville Florida 32256, and with principal offices located at 1949 South I. H. 34, Austin, Texas 78741 (the "Consultant").

WITNESSETH:

WHEREAS, on January 14, 2020, City and Consultant made and entered into City of Jacksonville Contract No. 10738 (the "Agreement") for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of three one-year renewal options, thereby extending the period of service from December 9, 2022, through December 8, 2023, with all other provisions, terms, and conditions of said Agreement remaining unchanged, now therefore

IN CONSIDERATION of the premises and mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Article 4 of said Agreement is amended by exercising the first of three one-year renewal options, thereby extending the period of service from January 14, 2023, through January 13, 2024, and as amended shall read as follows:

"ARTICLE 4: Duration of Agreement, termination, and Renewal Option:

The term of this Agreement shall commence on the date of execution and shall continue and remain in full force and effect as to all its provisions, terms, and conditions as set forth herein for a period of four (4) years, with two (2) one-year renewal options thereafter unless sooner terminated by City or Consultant, with or without cause, as provided herein upon verbal notice with written Confirmation following. In the event this Agreement is terminated, Consultant shall be paid for any unpaid billings for all Services performed up to the date of notice of termination. Consultant may decline the renewal of

this Agreement by providing City 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 City is able to negotiate a new Agreement with Consultant or find another consultant to provide the same or similar services to City."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

ATTEST:

James R. McCain Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

Print/Type Name

Title

LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP

Kelly Burnette
Print/Type Name

Partner
Title

Form Approved:

Office of General Counsel

SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

BID #: ESC-0496-18 **OPEN DATE: 8/8/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Circuit Court

BASIS OF AWARD: Highest Scoring Bidder(s) Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 10 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of three (3) one (1) year renewal options with Harris & Harris, LTD and Linebarger, Goggan, Blair & Sampson, LLP for Debt Collection Services for the Duval County Clerk of the Circuit and County Courts. Period of service for Harris & Harris, LTD will be from December 9, 2022 through December 8, 2023. Period of service for Linebarger, Goggan, Blair & Sampson, LLP will be from January 14, 2023 through January 13, 2024. There is no cost to the City. All other terms and conditions remain the same.

To be executed for formal contract amendment through the Office of General Counsel. (Contract No. 10718 and 10738)

Attachments: Recommendation Memo, Previous Award, Vendor Email

ANALYST: _____ RUBEN OLA **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit Court

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 12/8/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 12/9/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

10738

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP
FOR
DEBT COLLECTION SERVICES
FOR
THE CLERK OF THE CIRCUIT AND COUNTY COURTS

THIS AGREEMENT is made and entered into in duplicate this 14 day of Jan., ~~2019~~ 2020, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Clerk of Circuit and County Courts (hereinafter together referred to as the "CITY") and LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP, with offices at 8130 Baymeadows Circle West, Suite 203, Jacksonville, Florida 32256, and with principal offices located in Austin, Texas (hereinafter referred to as the "CONSULTANT" or "Agency").

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (ESC-0496-18) for Professional Services for delinquent fines and fees for various types of cases which are unpaid for more than ninety (90) days, or as allowed by law, including but not limited to traffic citations (non-criminal and criminal), misdemeanor cases, felony cases, and any future cases deemed lawful for collection (the "Project"); and

WHEREAS, CONSULTANT submitted a proposal to City and was selected by City as one of the two highest scoring consultants to provide services for the Project; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of this Project;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for professional services for the Project in accordance with the following:

ARTICLE I: Engagement and Performance of CONSULTANT

CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to

the provisions of the "Scope of Services," attached hereto as **Exhibit A** and, by this reference, made a part hereof (the "Services"). In providing the Services, CONSULTANT shall at all times protect the reputation and ethic of the CITY and the Clerk of the Circuit and County Courts and comply with all Fair Collection Practices.

ARTICLE 2: Coordination and Services Provided by City

(a) CITY shall designate for the Services received a Project Coordinator who will, on behalf of the CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be:

Allison Luker
Chief Financial and Administrative Officer
501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

(b) CITY shall provide the following services: send to CONSULTANT all delinquent fines or fees by electronic medium in a format and frequency to be agreed upon by the parties; report to CONSULTANT any payments received by CITY for delinquent fines and fees previously referred to the CONSULTANT (it is CITY's intent not to accept any payments referred for collection); research disputed accounts referred from CONSULTANT and provide and/or certify the validity of the debt; and, 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: Return of Accounts.

For purposes of this Agreement, an account is considered delinquent and eligible for referral to CONSULTANT when not paid within ninety (90) days of the scheduled due date or as allowed by law. CONSULTANT reserves the right to return all delinquent accounts not collected within one (1) year of referral by CITY. CONSULTANT also 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 on the date of execution 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 three (3) years, with three (3) one-year renewal options thereafter unless sooner terminated by CITY or CONSULTANT, with or without cause, as provided in Article 4 of this Agreement, upon verbal notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of notice of termination. CONSULTANT may decline the renewal of this Agreement by providing CITY 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 CITY is able to negotiate a new agreement with CONSULTANT or find another consultant to provide the same or similar services to the City.

ARTICLE 5: Termination.

During the term of this Agreement, either party shall have the right to terminate the same prior to its expiration date in accord with the time periods specified in Section (a) below; *provided however*, if the termination is for a default, including but 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 three months from the date the written notice of termination is received. The parties agree that the said three month period is adequate for the purpose of CITY's finding an alternative solution to its collection needs and for the purpose of CONSULTANT's completing any work in progress upon receipt of notice of termination.

(b) CITY is entitled, but not required, to refer additional accounts to CONSULTANT after a notice of termination has been given. In any event, CONSULTANT shall be entitled to payment of its fees on all amounts collected on referred accounts during the ninety (90) day winding down period

specified in Section (a) above. At the end of said winding down period, all accounts shall immediately be returned to CITY.

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

CITY 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, CONSULTANT 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 CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

ARTICLE 8: Payments for Services of Consultant

CITY will compensate 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 938.35, and 28.246(6) Florida Statutes, and Section 112.114, *Ordinance Code*. Under Section 983.35, Florida Statutes, the Clerk is authorized to recover costs of collections in an amount not-to-exceed forty percent (40%) of the total fines and costs owed (the "Collection Fee"). Therefore, for each delinquent account sent to CONSULTANT, the Collection Fee is added to the amount of fines and costs owed. The total amount is the "Collection Amount." As negotiated, the current collection amount is thirty percent (30%).

(b) For all such Collection Amounts collected in full by CONSULTANT, the CONSULTANT will earn the Collection Fee as compensation. Such Collection Fee shall become the property of CONSULTANT immediately upon collection of the Collection Amount, in full, and CONSULTANT shall deposit the balance of the Collection Amount, as provided in the Scope of Services, attached hereto

as **Exhibit A.** CONSULTANT shall send CITY 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 in full. There shall be no compromise on amount of the delinquent fines and charges that make up part of the Collection Amount.

(c) The CITY's maximum indebtedness under this Agreement is a total amount not-to-exceed $0.00; *provided however*, since this is a legislatively authorized contingent fee arrangement relative to monies that have not yet been collected or earned, no CITY funds are encumbered by or for this Agreement, and the recitation of the maximum indebtedness is made only to satisfy the requirements of Section 106.431, *Ordinance Code*.

ARTICLE 9: General Indemnity

CONSULTANT, including its employees, agents, and subconsultants, shall hold harmless, indemnify, and defend the City, 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 subconsultants' performance of this Agreement or work performed hereunder. 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, CONSULTANT 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	$100,000 Each Accident
appropriate Federal Acts and other	$500,000 Disease Policy Limit

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

(The City of Jacksonville and the Clerk of Courts 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 date of the policy.)

Bonding: Each employee of CONSULTANT must have a minimum of $25,000.00 Employee Dishonesty Coverage and a minimum of Depository Forgery Coverage naming the CITY and the Clerk of Courts as additional insureds, or CONSULTANT must provide a third party fidelity bond in the same amounts listed herein in favor of CITY and the Clerk of Courts.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Said insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY. Said insurance shall be written by an insurer with an A.M. Best Rating of "A- VII" or better. Prior to commencing any work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. 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 CITY. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages. Neither approval of nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT or its subconsultants of the responsibility to provide

insurance as required by this Agreement.

ARTICLE 11: Accuracy of Work

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 Consultant, have 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 any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY'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 from 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

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

In conformity with the requirements of Section 126.404, *Ordinance Code*, 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 employee relations throughout the term of this Agreement. 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 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. 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 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 and to the extent applicable. If CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

ARTICLE 16: Contingent Fees in Obtaining Agreement Prohibited

In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 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, CITY 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: Truth in Negotiation

In conformity with Section 126.305, *Ordinance Code*, CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars. Pursuant to such certificate, 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, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent 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, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. 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

CONSULTANT and its subcontractors shall maintain all books of accounts, documents, papers, accounting records, receipts, 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 five (5) years from the date of final payment under this Agreement for inspection and/or audit by CITY. All such documents relating to the Services performed or money expended under this Agreement shall be open to CITY's inspection and audit during CONSULTANT's regular business hours. No such audit or examination shall be made until the Council Auditor has made a recommendation to the Council President that such examination or audit should, or in the alternative, should not be

conducted, and until the Council President has approved conducting such examination or audit.

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 courts of competent jurisdiction 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 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.

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 CITY:

The Honorable Ronnie Fussell
Clerk of the Circuit and County Courts
501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

As to the CONSULTANT:

Linebarger, Goggan, Blair & Sampson, LLP
Attention: Director of Client Services
2700 Via Fortuna Drive, Suite 500
Austin, Texas 78746

ARTICLE 24: Successors and Assigns

CITY and 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 CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 25: Consultant Defined

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

ARTICLE 26: Ethics

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY.

ARTICLE 28: 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 or 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 29: Entire Agreement/Amendments

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by 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 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 30: 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 above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

ATTEST:

By _____
Its Office Assistant

LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP

By _____
Its Partner

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Administration and Finance
City Contract # 10738

Form Approved:

_____
Office of General Counsel
GC-#1290491-v1-LINEBARGER_ET_AL_DEBT_COLLECTION_62619.doc

Exhibit A

Scope of Services

1. CONSULTANT shall provide debt collection services to collect delinquent fines and fees for various types of cases which are unpaid for more than ninety (90) days or as allowed by law. Collection items may include, but are not limited to:

   - Traffic Citations (Non-Criminal)
   - Traffic Citations (Criminal)
   - Misdemeanor Cases
   - Felony Cases
   - Any future case type deemed appropriate for collection

2. CLERK shall distribute debts equally as agreed between the two highest Consultants selected to provide collection services.

3. CONSULTANT shall seek prior written approval from the CLERK of written correspondence or telephone debt collection scripts prior to implementing them in the debt collection process. Any changes to the content of such correspondence or scripts used by CONSULTANT require written approval from the CLERK.

4. CLERK maintains sole ownership of collection data and shall have the right to recall, at any time, a case previously referred for collections efforts.

5. CONSULTANT must provide the appropriate language regarding the timeline and reinstatement process for both in- and out-of-state violators in their correspondence and communication. The current D-6 process is electronic unless the violator/defendant possesses an out-of-state driver's license.

6. CONSULTANT must meet programming needs to automate clearance of the license suspension (D-6 Clearance) for defendants placed in diversion program.

7. File templates listed in ESC-0496-18 as Appendix A and Appendix B are minimum fields required for processing in the CLERK's case management system. Format, file type, and frequency will be provided as agreed upon between the CLERK and CONSULTANT.

8. CONSULTANT must provide a secure FTP site and maintain the site for incoming and outgoing files.

9. Daily transaction files must match the invoice and be processed as a single file to include all transactions (i.e., payment transactions, reversals, chargebacks, or any additional transactions related to cases). Detailed information including customer name, case number, and amount of the fine paid must be provided for all transactions. Reversals, chargebacks, etc. must have customer name, case number and amount of fine reversed. A separate invoice and ACH should be sent based on case type. There must be a total line matching the amount of the ACH sent to the Clerk.

10. Daily payment files shall not contain any payment transactions that are waiting final payments, or contain financial holds.

11. CLERK and CONSULTANT will establish file transfer times. Any changes must be

communicated in advance, and agreed upon by both parties. CONSULTANT is expected to provide consistent and timely transfers; however, with the understanding that exceptions can occur, CLERK must be notified as soon as reasonably possible so that CLERK can make adjustments and accommodate the exceptions.

12. CONSULTANT will submit case payments to CLERK daily after receipt, minus the collection fee. An ACH matching the amount of the invoice will be sent daily. Deposit amounts for multiple invoices will not be combined on a single ACH. Routing/Transit number and banking account information will be provided during implementation.

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

14. CONSULTANT will submit any disputed case to CLERK for review and research before continuing with collection.

15. CONSULTANT shall maintain sufficient safeguards to prevent unauthorized access to information, such as secure handling and storage of all data and computer equipment. CONSULTANT is responsible for ensuring the safety and security of all Clerk records, including a backup and Disaster Recovery Program.

16. CONSULTANT shall provide CLERK the ability to generate reports or provide electronically for each account with the CLERK. Reports will be provided on a daily, weekly, and/or monthly basis, or as requested by CLERK. An example of such reports include:

    (a) Acknowledgment Report
    (b) Daily Payment Transmittal Report
    (c) Daily Adjustment Report
    (d) Summary of Account Activity Report
    (e) Agency Activity Report
    (f) Collection Analysis Report

Many reports are pre-defined as provided in ESC-0496-18; however, customizable reports directly relate to the scope of services,.or such reports mutually agreed upon may be requested as needed.

17. CONSULTANT shall not be entitled to collection fees on declared Amnesty day(s). Consultant acknowledges the Clerk reserves the right to declare Amnesty day(s), and additional Amnesty days(s) may occur as directed by the judiciary, legislature, or as required by law as specified in ESC-0496-18; Section 4.11.

Linebarger

SUBJECT: Debt Collection Services for the Duval County Clerk of the Circuit and County Courts

3100.19

BID #: ESC-0496-18

OPEN DATE: 8/8/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Courts

BASIS OF AWARD: Highest Scoring Bidder(s) Based on Evaluation Criteria

200237
1962

NUMBER OF BIDS INVITED: 5 **NUMBER RECEIVED:** 10 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the top two (2) highest scoring contractors, Harris & Harris and Linebarger, Goggan, Blair & Sampson, as a result of negotiations. Negotiations were unsuccessful with the third contractor, GC Services Limited Partnership, and it will not be recommended for award. Period of service is for three (3) years from date of contract execution with three (3) one (1) year renewal options. There is no cost to the City. Contractors will collect a 30% fee for each account collected in full.

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Evaluation Criteria and Previous Awards

ANALYST: Annette Bumby

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 6/13/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/13/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No. 2015-05

Ola, Ruben

From: Ola, Ruben
Sent: Monday, November 20, 2023 11:23 AM
To: Van Sickle, Angel B; Tomlin, Victoria L; Spinelli, Jennifer E
Cc: Leslie-Burney, Annette
Subject: RE: Requisition: CLCL-500480-24, Requisition: CLCL-500481-24 for GGAC Award

Great, thanks for the update.

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

A New Day.

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.

Please click on the links below for any of the following for Bids and Awards:
For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)

From: Van Sickle, Angel B <Angel.VanSickle@DuvalClerk.com>
Sent: Monday, November 20, 2023 11:11 AM
To: Ola, Ruben <RubenO@coj.net>; Tomlin, Victoria L <Victoria.Tomlin@DuvalClerk.com>; Spinelli, Jennifer E <Jennifer.Spinelli@DuvalClerk.com>
Cc: Leslie-Burney, Annette <ABurney@coj.net>
Subject: RE: Requisition: CLCL-500480-24, Requisition: CLCL-500481-24 for GGAC Award

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Ruben,

We are working to obtain the letters but with the holiday, it may be delayed.

We will forward as soon as received.

Thanks,

Angel Van Sickle
Senior Manager to Clerk of Court
Finance and Accounting, Purchasing

Duval County Clerk of Courts
501 West Adams St, Jacksonville, FL 32202
Direct: 904-255-2085
Main: 904-255-2000

From: Ola, Ruben <RubenO@coj.net>
Sent: Monday, November 20, 2023 10:56 AM
To: Tomlin, Victoria L <Victoria.Tomlin@DuvalClerk.com>; Van Sickle, Angel B <Angel.VanSickle@DuvalClerk.com>; Spinelli, Jennifer E <Jennifer.Spinelli@DuvalClerk.com>
Cc: Leslie-Burney, Annette <ABurney@coj.net>
Subject: RE: Requisition: CLCL-500480-24, Requisition: CLCL-500481-24 for GGAC Award

EXTERNAL EMAIL: This email originated from a non-Clerk email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.
Good Morning,

This is just a follow up for the email below, can we get the letter by today? Appreciate the help.

Sincerely,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

A New Day.

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating

that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.
Please click on the links below for any of the following for Bids and Awards:
For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)

From: Ola, Ruben
Sent: Friday, November 17, 2023 11:25 AM
To: Tomlin, Victoria L <Victoria.Tomlin@DuvalClerk.com>; Van Sickle, Angel B <Angel.VanSickle@DuvalClerk.com>; Spinelli, Jennifer E <Jennifer.Spinelli@DuvalClerk.com>
Subject: Requisition: CLCL-500480-24, Requisition: CLCL-500481-24

Good Morning,

Do you have supplier acceptance letter or email agreeing to utilize the 2nd and 3rd renewal options for ESC-0496-18 Debt Collection Services for the Duval County Clerk of the Circuit and County Courts?

Please send to attach in our GGAC award request.

Thanks,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

A New Day.

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.
Please click on the links below for any of the following for Bids and Awards:
For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)