

**SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PENN CREDIT CORPORATION
FOR
PARKING FINES AND FEES DEBT COLLECTION SERVICES**

THIS CONTRACT (the "Contract"), made and entered into this 20 day of Aug., 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and PENN CREDIT CORPORATION (the "PENN CREDIT"), a Pennsylvania corporation authorized to do business in the State of Florida with its principal offices at 916 14th Street, Harrisburg, Pennsylvania 17104.

WHEREAS, the CITY (as the "City") issued a Request for Proposal No. ESC-0462-14 (including all addendums, the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on PENN CREDIT'S response to the RFP dated May 5, 2014 (the "Response"), the CITY has negotiated and awarded this Contract to PENN CREDIT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by PENN CREDIT as specified in the RFP and the Response.

2. **Compensation.** PENN CREDIT will be paid by the CITY for the Services as set forth in the Response.

3. **Maximum Indebtedness.** As required by Section 106.431, Ordinance Code, the CITY's maximum indebtedness, for all products and services under this Contract from the Initial Term shall be a fixed monetary amount not-to-exceed and up to THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$350,000.00).

4. **Term.** This Contract shall commence on the Effective Date and shall expire September 30, 2015 (the "Initial Term"), unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to four (4) additional one (1) year periods by (i) the CITY, in its sole discretion, upon written notice to PENN CREDIT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments or addendum to the RFP
- The RFP as originally issued.
- Any purchase Order under the Contract

- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
Risk Management Division
231 E. Forsyth Street, Suite 470
Jacksonville, Florida 32202

With a copy to:

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to PENN CREDIT:

Penn Credit Corporation
Attn: Rhett Donagher
916 S. 14th Street
Harrisburg, PA 17104

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Jack Shad, Office of Public Parking, 231 East Forsyth Street, Suite 424, Jacksonville, Florida 32202, and PENN CREDIT'S Contract Manager is Philip Mennell, 3801 PGA Boulevard, Suite 600, Palm Beach Gardens, Florida 33410. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the PENN CREDIT. 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. PENN CREDIT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. PENN CREDIT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, 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.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(Remainder of page intentionally left blank. Signature page follows immediately.)

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

By J. Timothy Horkan
Corporation Secretary



By Alvin Brown
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby 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 monies provided therein to be paid.

C. Ronald Belton
Director of Finance
CITY Contract Number: 10035

Form Approved:

John Sanger
Office of General Counsel

ATTEST:

PENN CREDIT CORPORATION, a
Pennsylvania corporation

By Rhett Donagher
Signature
Rhett Donagher
Type/Print Name
Mgr. of Sales & Marketing
Title

By Donald R. Donagher Jr.
Signature
Name Printed: Donald R. Donagher Jr.
Title: CEO