

**PROFESSIONAL SERVICES
AGREEMENT FOR
DEBT COLLECTION SERVICES**

This Agreement is made as of this ____ day of _____, 2021 by and between PENN CREDIT CORPORATION, a corporation organized under the laws of the State of Pennsylvania, located at 2800 Commerce Drive, Harrisburg, PA 17110 ("PENN CREDIT") and THE CITY OF MARGATE, a Florida municipal corporation, with a mailing address of 5790 Margate Boulevard, Margate, FL 33063 (the "City").

RECITALS

WHEREAS, professional services are desired for debt collection services;
and

WHEREAS, PENN CREDIT, has agreed to provide debt collection services to the City of Margate under the same terms and conditions as in the City of Pembroke Pines and Penn Credit Corporation for Collection Services Agreement dated January 28, 2019 in response to City of Pembroke Pines RFP #FN-18-01 – “Debt Collection Services”; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and PENN CREDIT agree that PENN CREDIT shall provide collection services at prices based on City of Pembroke Pines and Penn Credit Corporation Agreement dated January 28, 2019, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

- A. All references to the City of Pembroke Pines shall be deemed as references to the City of Margate.
- B. All Notices to the City shall be sent to:

City: Cale Curtis, City Manager
 City of Margate
 5790 Margate Boulevard
 Margate, FL 33063
 Telephone: (954) 935-5300
 Facsimile: (954) 935-5304
 citymanager@margatefl.com

Copy: Janette M. Smith, City Attorney
City of Margate
5790 Margate Boulevard
Margate, FL 33063
Telephone: (954) 935-5316
Facsimile: (954) 935-5304
cityatty@margatefl.com

C. The following terms and conditions are hereby incorporated into the Agreement:

1. PUBLIC RECORDS.

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- a) Vendor agrees to keep and maintain public records in Vendor's possession or control in connection with Vendor's performance under this Agreement. Vendor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b) Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- c) Upon request from City custodian of public records, Vendor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by Vendor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f) Any compensation due to Vendor shall be withheld until all records are received as provided herein.
- g) Vendor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

2. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOSEPH KAVANAGH, CITY CLERK
Mailing address: 5790 Margate Blvd., Margate, FL 33063
Telephone number: 954-935-5327
Email: jjkavanagh@margatefl.com

3. SCRUTINIZED COMPANIES.

Vendor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, vendor agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this agreement, for cause, if the vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the vendor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

4. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

5. E-VERIFY

a) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees.

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Agreement with the City of Margate; and
3. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

Section 3. In the event that the City of Pembroke Pines Agreement is amended or terminated, PENN CREDIT shall notify the City within ten (10) business days. In the event the City of Pembroke Pines Agreement is amended or terminated prior to its expiration, this Agreement shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. PENN CREDIT agrees that in the event it enters into a Agreement for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Agreement, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Margate as an additional insured.

Section 6. In all other aspects, the terms and conditions of the City of Pembroke Pines

Agreement are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF MARGATE, FLORIDA

Arlene R. Schwartz, Mayor
____ day of _____, 2021

Cale Curtis, City Manager
____ day of _____, 2021

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2021

Janette M. Smith, City Attorney
____ day of _____, 2021

PENN CREDIT CORPORATION

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021 by _____ as _____ of PENN CREDIT CORPORATION, who is personally known to me and did not take an oath.

seal

Print Name: _____
Notary Public, State of Florida at Large