

**TERM CONTRACT FOR COLLECTION SERVICES
FOR DELINQUENT FEES
(RFP-604885-24/MHH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20__, by and between **DTG HOLDINGS, INC.**, a Foreign Profit Corporation d/b/a Access Receivables Management, duly authorized to conduct business in the State of Florida, whose address is 11350 McCormick Road, EP III, Suite 800, Hunt Valley, Maryland 21031, in this Agreement “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide collection services of delinquent fees for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide COUNTY with collection services and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation.

Section 2. Compensation and Payment.

(a) COUNTY shall compensate CONTRACTOR for the professional services called for under this Agreement with a fee in the full amount of **ELEVEN PERCENT (11%)** of the total amount that CONTRACTOR bills and collects. A pricing proposal is attached and incorporated to this Agreement as Exhibit B.

(b) COUNTY shall make payments to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, as this statute may be amended from time to time.

Section 3. Billing and Payment.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The invoice must be sent to:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 West Lake Mary Boulevard
Sanford, FL 32773
- (4) A copy of the invoice must be sent to:
Seminole County Parks and Recreation Department
100 East 1st Street, 4th Floor
Sanford, FL 32771

(b) COUNTY shall make payment to CONTRACTOR after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

Section 4. Audit of Records.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(b) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will

readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(c) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 5. Responsibility of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality of services provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise any errors or deficiencies in its services without additional compensation.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 6. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

Section 7. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such termination notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 8. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 9. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision,

COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 10. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

Section 11. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 12. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 13. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and

lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 14. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit C. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit C, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit C.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General

Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit C.

(3) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this

Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit C.

(4) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit C.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 13 concerning indemnification or any other provision of this Agreement.

Section 15. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 16. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 17. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 18. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 19. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 20. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 21. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 22. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 23. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 24. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to CONTRACTOR

Section 25. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 26. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Department
500 West Lake Mary Boulevard
Sanford, FL 32773

AND

Seminole County Parks and Recreation Department
100 E 1st Street, 4th Floor
Sanford , FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

DTG Holdings, Inc.
d/b/a Access Receivables Management
11350 McCormick Road, EP III, Suite 800
Hunt Valley, MD 21031

Section 27. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 28. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 29. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

Section 30. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit E. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 31. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit F. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been left intentionally blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: DTG HOLDINGS, INC.

Witness

Print Name

By: _____
THOMAS R. GILLESPIE,
President

Date: _____

Witness

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

Witness

Print Name

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

AFL\sfa 12/17/2024
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- Attachments:
- Exhibit A - Scope of Services
 - Exhibit B - Pricing Proposal
 - Exhibit C - Insurance Requirements
 - Exhibit D - Affidavit of E-Verify Requirements Compliance
 - Exhibit E - Foreign Country of Concern Attestation
 - Exhibit F - Affidavit of Non-Coercion for Labor and Service

EXHIBIT A

Scope of Services

The Agency shall accept for collection all unpaid accounts for Seminole County Utilities Water & Sewer and Parks & Recreation departments.

GENERAL REQUIREMENTS & SCOPE OF SERVICES:

1. The Agency shall implement collection procedures to achieve maximum recovery of debts. Such procedures should include a reasonable number of contacts via telephone and mail efforts. Skip-tracing procedures should be instituted as required to determine if debtor is still located in the area. Written notification by the Agency of any type, verbiage, or format changes must be approved by the County.
2. The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The County will turn accounts over to the Agency as specified by the different areas and the Agency will engage in the appropriate activities required to collect the outstanding receivable within twenty-four (24) hours of receipt and will apply whatever means have been approved by the County.
3. The Agency shall accept initial transactions, additions and/or updates to previously reported transactions electronically, preferably in the County's preferred file format.
4. The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 27.562 Court ordered repayment of services provided by Court appointed attorney, Public Defender; and sections pursuant to Florida Home Rule give the Board of County Commissioners the authority to contract with a collection agency for purposes of collecting outstanding receivables. (s. 938.29, Florida Statute 257.261); refer also Confidentiality: Interpreting the Amended Law.
5. Unless prohibited by applicable law, the County retains all rights to all data, reports, programs, designs and other results of this contract. The Agency or its agent shall not produce or otherwise use the products of this contract without the written consent of the County. The County reserves first publications rights to any products of this contract and the County may place the products in the public domain without permission of the Agency. Nothing herein shall be construed to limit the application of Florida Statutes, Chapter 119, the Public Records Act, by the Agency to the materials produced in connection with the contract. Failure by the Agency to abide by provisions of Public Records Law may result in termination of this contract.
6. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
7. The Agency will adhere to all Federal, State, local laws, and collection regulations which are applicable to collection procedures. The Agency submitting this proposal agrees to

and local governmental agency upon appropriate request, and in accordance with Federal, State, and local provisions.

8. The Agency will provide monthly statements detailing the collections received. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. 8080, Sanford, Florida 32772-8080 and copied to financial contacts in the Utilities Water & Sewer and Parks & Recreation departments.

9. Payments will be remitted to the Agency only when collections are made.

10. **Confidentiality:**

A. Customer information provided by the County to the Agency is of a confidential nature. Agency shall not disclose such information in whole or in part to any governmental body, non-governmental body or private party without the prior written consent of the County, except as required by law, or upon order of a Court or regulatory agency of competent jurisdiction. Agency shall limit access to confidential information to only those of its employees who require the information in the course and scope of their official duties.

B. The Agency shall be fully responsible for all work performed under the contract. Unless otherwise required by the Florida Sunshine law, all information acquired by the Agency in the course of performing services shall be confidential, and shall not be open to examination by the public for any purpose without prior approval from the County. The Agency shall maintain off-site backup storage of County files and records that is secure from environmental and other hazards. All information provided to the Agency is to be used solely for the purpose of collection of those accounts. The Agency shall be required to assume responsibility for the safety and security of all records provided by the County. All information must be securely stored in a manner to prevent access by unauthorized persons.

11. **Reports:** Reports to be provided shall include, but not be limited to:

These reports and all data shall be provided in hard copy and electronically in Microsoft Excel format via email or FTP.

A. An **Acknowledgement Report** verifying that the Agency has received the account. This report shall be sent to the referring Department/Division electronically, hard copy and other acceptable methods within twenty-four (24) hours of transmittal of account. This report shall indicate the number of accounts, date received and total amount referred. (Monthly).

B. A **Remittance Statement** with each check indicating, at a minimum, customer name, account number, bill date, amount referred, amount paid, date paid, balance due, the cumulative total for each account, and Payer type. (Monthly).

C. A detailed **Status Report**, at the beginning of each month, providing the most recent activity for the previous month on each account shall be provided to the referring Department/Division indicating at a minimum, the name, account number, status, original amount and modified amount due, amount paid last month, amount paid to date for each case. Status of accounts shall be indicated such as full

payments, partial pays, canceled and returned, letters sent on each account. All amounts shall be totaled. (Monthly).

- D. A **Cancellation Report** shall be provided by account number, showing the reason for return to the County and outstanding balance. This report shall include legal action recommendations, bankruptcy, deceased, or accounts recalled. If debtor is bankrupt, the bankruptcy case number shall be indicated. If deceased, an indication as to the status of estate. The report shall indicate if collection activity has stopped for any other reason than those outlined above. All original bankruptcy paperwork shall be forwarded to the County within twenty-four (24) hours of receipt. (Monthly).
 - E. An **Annual Report** shall be provided by the Agency which summarizes the activity of all assigned accounts during the previous year. The annual report shall cover the period of October 1st through September 30th and must be submitted no later than October 31 of the following year. (Annual).
 - F. A **Performance Report** shall be provided with a summary of aged receivables by category of debt and a report that shows the number of accounts assigned, collected, collection rate, and number and percentage returned. Invoices and other material needed for payment must be in written form so they can be sent to the County Finance Department. (Monthly).
 - G. The Agency shall prepare an invoice for the fee. In addition to other information required by the County, **monthly invoices** must indicate, at a minimum, Contract Number, gross amount collected last month and fee according to the contract. Agency will provide one consolidated invoice listing the gross amount collected for each Office by account. (Monthly).
12. Disputes of debt by debtor must be referred to the County.
 13. In order to satisfy future requirements, the Agency should attempt asset location in order to satisfy judgments.
 14. The Agency shall not settle any account for anything other than for the full amount unless otherwise directed by the County.
 15. The Agency shall perform collection services for any account referred by the County without regard to the amount of the debt.
 16. The Agency shall suspend either temporarily or permanently on any account placed by the County upon receipt of notification to do so. The County shall have the right to request the return of an account for any reason.
 17. The Agency shall not refer any account to any attorney for action, file a lawsuit, place a lien on property, refer any account to another Contractor, or take any other legal action against the debtor on behalf of the County without written approval by the County.
 18. All copying, faxing, postal costs, etc. of any kind are to be provided by the Agency and reflected in the submitted costs. The sole compensation to the Agency shall be at the rates specified in the resultant contract.
 19. The Agency shall be responsible for contacting the sender of monies when there is insufficient information to identify which case the payment is for.

20. The Agency agrees to not assess or impose "a fee on fee" cost. The Agency shall not add a charge of any kind to an assigned account except for the aforementioned bad check charges.
21. The Agency shall be responsible for collecting on any dishonored items received and processed by the Agency. All checks must clear the bank before the Agency sends payment to the County. As a collection agency for the County, the Agency may collect the service fee for any dishonored check, authorized by Florida Statute 125.0105.
22. The Agency shall inform customers to make remittance to be collected by the Agency payable to the Agency. Agency may take credit card payments. There shall be no additional charges to the County for credit card payments accepted by the Agency.
23. The Agency shall adjust official account balances only from receipts of payment and information received from the County. At no time shall the Agency accept information supplied by a debtor or any other source as evidence to support an account balance. In the case of a dispute by the debtor, the Agency shall direct the debtor to the County. The Agency may, however, update information such as addresses and telephone numbers obtained through skip-tracing efforts.
24. The Agency shall provide the County with a copy of all letters of complaint within ten (10) days of receipt, and indicate what action was taken to achieve an acceptable resolution.
25. If partial payment is received by the Agency, follow up will not be done by the County. The Agency must attempt to collect the full balance due.
26. There will be no charge to the County if the Agency is unable to recover monies on accounts assigned. No adjustment to the fee will be made during the term of the contract.
27. All unusual and customary costs incurred as a result of collecting accounts shall be the sole responsibility of the Agency. Any costs of automation equipment, installation of data lines, printing, postage and equipment costs, etc. will be borne by the Agency.
28. In the event the Agency receives payments for service which are later disallowed by the County, such as bad checks paid directly to the Clerk, or adjustments, the County may offset the amount disallowed from any payment due the Agency.
29. If the contract is terminated, all accounts will be returned to the referring Department/Division regardless of payments made on account or arrangements made. Any fee due at the time will be paid by the County.
30. **Liaison**
 - A. Agency's staff will work with County staff to facilitate transmission of pertinent information between the County and Agency. The Agency must be able to receive and send data electronically or any agreeable method.
 - B. The Agency shall designate a Collection/Project Manager who will have responsibility for the Agency's performance and will be directly responsible for coordinating efforts with County staff.
 - C. The Agency must provide for immediate telephone contact with the Collection/Project Management during County Business hours of 8:00 AM to 5:00

PM. A maximum of one hour turnaround time for responses to inquiries will be required.

- D. A written response shall be provided to all complaints received by the County of all alleged action taken by the Agency and/or its agents. The response shall be provided by the Collection/Project Manager and shall be received by the County within ten (10) days from the date the request is sent to the Agency. The response shall address all questions and statements made by the County concerning the alleged actions.
- 31. Personnel shall be competent, qualified and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success. Agency shall have bilingual capability in Spanish and English, with a preference for multilingual services.
 - 32. Agency must be fully automated for electronic sending and receiving of files as well as providing, for the County, on-line near real time access to County accounts during normal business hours electronically. When requested by the County, Agency shall provide files of specific customer calls for review.
 - 33. Agency shall have the capability to effect collections in all 50 states, U.S. Territories or commonwealths, Caribbean nations and Canada. Agency shall meet interstate collections requirements which may include being certified, insured, licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.
 - 34. **County Responsibilities:**
 - A. The County shall notify the Agency when collection action is to be canceled and returned or suspended temporarily or permanently.
 - B. The County will inform the Agency of adjustments or corrections made to the amount due by referring Department/Divisions.
 - C. Upon the assignment of accounts to the Agency, the County will not be expected to provide any further assistance in the collection of these accounts.
 - D. The County reserves the right to change any portion of the work, outlined herein if there are changes in federal or state law or County ordinance, written rule, resolution or administrative policy or procedure that make it necessary.

DEPARTMENT/DIVISIONS:

1. Utilities Water and Sewer Department:

Accounts which have outstanding balances greater than one (1) month and a minimum of \$50.00, upon review by the County and referred to the Agency, are to be collected.

NSF payments outstanding for more than 30 days from point of contact and exceeding \$50.00 will be turned over to the Agency.

Financial Contact: Customer Service and Billing Manager

2. Parks and Recreation Department:

Accounts which have outstanding balances greater than one (1) month and a minimum of \$50.00, upon review by the County and referred to the Agency, are to be collected.

NSF payments outstanding for more than 30 days from point of contact and exceeding \$50.00 will be turned over to the Agency.

Financial Contact: Financial Business Administrator

PRICE PROPOSAL

PROPOSED FEE

For Seminole County, Florida (FL), Access proposes a standard contingency fee model for the scope of services outlined within this proposal. In this model, Access retains a fixed percentage of the total amount collected on each account, and we only get paid when we recover money for the County. This incentivizes our team to put maximum effort into every account.

Our proposed contingency fees are outlined below.

Line Item	Description	Unit of Measure	Percentage
1	% of Gross Collection of Delinquent Accounts for Water & Wastewater Delinquencies	Each	11.00%
2	% of Gross Collection of Delinquent Accounts for Parks & Recreation Delinquencies	Each	11.00%

Access confirms these contingency fees include all costs required for services outlined within this proposal.

EXHIBIT C
INSURANCE REQUIREMENTS
TERM CONTRACT FOR COLLECTION SERVICES FOR DELINQUENT FEES
RFP-604885-24

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Cyber Liability

	\$ 1,000,000	Per Claim
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D. Employee Dishonesty/Crime

	\$ 50,000	Per Occurrence
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End Exhibit C

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____
Print/Type Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # RFP-604885-24/MHH

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

- 1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the Nongovernmental Entity. They [] are personally known to me or [] have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____