



This agreement made on the ___th day of _____ 2018, between ACCOUNT MANAGEMENT RESOURCES LLC. (AMR), hereinafter-called CONTRACTOR, and City of Norman, OK hereinafter called CUSTOMER.

CUSTOMER and CONTRACTOR agree upon the following terms, conditions, and provisions:

1. CONTRACTOR shall comply with all local, state and federal laws when contacting and recovering accounts, and will use the principles of good business ethics on all matters not covered by law.
2. CONTRACTOR agrees to use professional recovery practices at all times, including complete identification of the account representative, the CONTRACTOR, and the CUSTOMER on every contact.
3. CUSTOMER will forward accounts that are past due by at least sixty (60) days to CONTRACTOR if the amount owed is greater than \$50.00. CONTRACTOR will acknowledge receipt of each account assignment electronically within ten working days, identifying the individual account and the balance owed.
4. CONTRACTOR will remit gross recoveries to CUSTOMER by the 10th of each month.
5. CUSTOMER agrees to pay CONTRACTOR the contingency fee on the amount collected listed below:

25% First Placement Accounts / 25% Legal Accounts

A "First Placement Account" is an account referred to AMR where AMR is the primary recovery vendor attempting collection efforts. A "Legal Account" refers to accounts where voluntary recovery efforts have been unsuccessful, resulting in referral to AMR's legal department for wage garnishment and litigation. Pursuant with Oklahoma Title 11, Section 22-138, CUSTOMER requires CONTRACTOR to add a collection fee to the account to cover costs associated with referring a file to collections.

6. CONTRACTOR shall notify CUSTOMER of its recommendations to initiate litigation through the CONTRACTOR'S attorneys. CONTRACTOR shall not initiate litigation without CUSTOMER'S written consent. In the event of such litigation, the CUSTOMER will supply CONTRACTOR with an itemized statement, written assignment, and verification of the account as well as approval to pursue.
7. CONTRACTOR agrees to advance all monies for initial court costs, provided CUSTOMER has provided written approval to initiate litigation, as stated in Section 6 above. Costs will be repaid out of first monies collected. Any monies recovered through litigation after payment of amount owed to CUSTOMER will be retained by CONTRACTOR to offset the cost of litigation. CUSTOMER will only be billed for court costs if CUSTOMER requests cancellation of the account after initiation of litigation or requests litigation be dismissed. In the event a debtor files a Counterclaim to an action filed on behalf of CUSTOMER,

CUSTOMER may either defend the action with their Attorney at their expense or retain CONTRACTOR'S Counsel for defense at a rate of \$200.00 per hour.

8. Either CUSTOMER or CONTRACTOR can terminate this agreement upon sending a **30-day** written notice to the other party. Upon request, CONTRACTOR will cancel and return any individual accounts assigned. All accounts will be considered canceled on the 30th day of the month following expiration of the 30 day written notice. CONTRACTOR will retain, and CUSTOMER will continue to pay commissions, on any accounts for which CONTRACTOR has filed legal action, liens, and claims with third party payors, have a bona fide promise of payment, or special consideration is given to the account. CONTRACTOR will not cancel any accounts back to the CUSTOMER if CUSTOMER has an outstanding balance owed to the CONTRACTOR.
9. CUSTOMER will not assign debt collection for an account that has been placed with CONTRACTOR to another firm during the term of this contract.
10. CUSTOMER agrees to notify CONTRACTOR of payments it receives on assigned accounts within 48 hours of receipt of payment.
11. CUSTOMER authorizes CONTRACTOR to obtain legal counsel for representation, if necessary, on any accounts for which CONTRACTOR has filed a lien or probate claim. These accounts will be charged the legal rate as listed in section five (5) above.
12. CONTRACTOR and CUSTOMER will indemnify and hold each other harmless from actions brought or claims made by a debtor/consumer/citizen, which claims are a result of negligence or misconduct on the part of the CONTRACTOR or CUSTOMER. In no event shall either party be liable for special, consequential or punitive damages in conjunction with the indemnification obligations herein undertaken.

Customer Legal Name: City of Norman, Oklahoma

CUSTOMER

By:  Date: 4/10/18

Title: Director of Finance

Account Management Resources, LLC.

CONTRACTOR

By: Taylor Fudge  Date: 3/29/2018

Title: Director, Sales & Client Services

CITY OF NORMAN, OKLAHOMA


Approved by CUSTOMER this ____ day of _____, 2018.

BY: _____
Mayor Lynne Miller

ATTEST:

Brenda Hall, City Clerk

Reviewed as to form and legality this 4 day of May, 2018.



City Attorney