



City Manager
(503) 538-9421

City Attorney
(503) 537-1208

414 E. First St.
Newberg, Oregon 97132

City FAX
(503) 538-5393

January 10, 1996

Mr. Jim Beukelman
Valley Credit Service, Inc.
PO Box 2046
Salem, Oregon 97308

Re: Newberg Municipal Court Collections

Dear Jim:

Pursuant to our meeting, enclosed herein please find a copy of the Agreement for collection services for the Municipal Court. I have retained the original for our files. Thank you for your assistance. We all look forward to working with you and Valley Credit.

Very truly yours,

Peggy Hall
Paralegal to Terrence D. Mahr
City Attorney

PRH:Enclosure
m:\legal\wp5files\Court\Collection\Valley.lt



**VALLEY CREDIT
SERVICE INC.**

960 BROADWAY ST., N.E.
SUITE FOUR
P.O. BOX 2046
SALEM, OREGON 97308
585-5651
TOLL FREE 1-800-452-0317

AGREEMENT

BELOW ARE THE PROGRAMS OFFERED FOR YOUR SELECTION:
(Indicate with an X).

- () 1. PRECOLLECT LETTER SERVICE: TWO (2) Letters, thirty (30) days to collect. 100% return to Creditor prior to automatic direct assignment. Maximum charge \$6.00 per account.

The above PRECOLLECT SERVICE is billed monthly after services are rendered. NO PAYMENT IS REQUIRED IN ADVANCE. Fees are based on \$3.00 per letter sent to the debtor prior to the service being discontinued or direct assignment.

- (X) 2. DIRECT ASSIGNMENT:
I/We agree to pay a commission rate of 40 % which may be deducted from any amount collected on our behalf. Assignee to have full power to sue for said claim, forward to other bonded collectors, endorse all remittances, and retain all interest collected or earned in trust account deposit. Any of the accounts listed may be withdrawn at any time after twelve (12) months from date assigned upon thirty (30) days written notice listing the accounts to be withdrawn provided no payment is made or arranged; suit commenced or the account forwarded to any associate collector. You are authorized to add interest at the legal rate of 9% from date of last charge in accordance with ORS 82.010. As to any account withdrawn prior to twelve (12) months, assignor agrees to reimburse assignee for expenses then expended on said account, but in no event shall expenses exceed one half of the amount of the account. It is further agreed that from this date, payment received by me/us, either as a direct payment or from any source whatever, assignee shall be entitled to full commission on the payments. If this claim is a covered transaction, we have complied with the Federal Truth in Lending Act and the State Fair Debt Collection Practices Act regarding this account, if it applies. I/We further agree to notify you promptly of any payment made direct to us. This agreement applies to all future assigned accounts.

CREDITOR: Newberg Municipal Court
ADDRESS: 414 E 1st

DATE: 1-8-96
PHONE: 503-337-1203

X BY: Dana R. Cole, City Manager

ACCEPTED BY VALLEY CREDIT SERVICE, INC.:

Janis Beekman

DATE: 1/8/95

VALLEY CREDIT REPORTING

960 BROADWAY ST., N.E.
SUITE FOUR
P.O. BOX 2046
SALEM, OREGON 97308
585-5651
TOLL FREE 1-800-452-0317

AGREEMENT TO ALLOW CREDIT REPORTING

WHEREAS:

1. Valley Credit Service, Inc. provides "collection" services for the undersigned as separately contractually agreed; and
2. Valley Credit Service, Inc. has contracted with Credit Northwest Corporation ;to provide it with "debtor" information for CNC's use in maintaining a computerized consumer credit reporting system which includes not only information; furnished by Valley, but also other information as obtained by CNC from others, including, but not limited to pertinent identifying information, credit history, employment and public records.
3. Credit Northwest Corporation has represented and contracted with Valley to take reasonable measures to limit the availability of consumer credit information obtained from Valley (part of which may consist of information obtained by Valley from your assigned claims) to persons or entities which certify that such information; will be used solely for consumer credit or other purposes which are authorized by applicable Federal and State law, It is understood that CNC may furnish a general credit rating of any individual, but will not furnish any information; which would identify any listed individual as an existing or former customer of Valley or the undersigned.
4. All information provided CNC shall become the property of CNC, but neither CNC, Valley or the undersigned guarantee or warrant the accuracy of completeness of any information; provided; nor shall any party, its officers, employees or agents, be liable to any other for any and all claims or damages caused by or relating in any way to the accuracy, completeness of timeliness of the consumer credit information furnished hereunder.

IN CONSIDERATION OF THE ABOVE and to improve the accuracy and completeness of CNC's existing credit reporting information services, the undersigned hereby agrees as follows:

1. To allow Valley Credit Service, Inc. to provide such information; as Valley has obtained from the undersigned or discovered from other sources to Credit Northwest Corporation for consumer credit information reporting only as allowed by Federal and State law.
2. That to the best of the knowledge of the undersigned, all "debtor": information and claims assigned to Valley Credit Service, Inc. by the undersigned are "undisputed" as defined and limited by the Federal Fair Debt Collection Act and are assignable and not in violation of any Federal or State Fair Debt Collection Act, Except as disclosed to Valley.
3. The undersigned will indemnify and hold Valley harmless from any cost, loss or damage, including attorney's fees, caused by a violation by the undersigned of any State or Federal Fair Debt Collection Act. Likewise, Valley will indemnify and hold the undersigned harmless from any cost, loss or damage, including attorney's fees, caused by a violation by Valley or any State or Federal Fair Debt Collection Act or Fair Credit Reporting Act.

Dated: Jan 8, 1991

UNDERSIGNED:

COMPANY Newberg Municipal
Court

Dana R. Cole
City Manager