

WESTERN COLLECTION BUREAU, INC.
MUNICIPAL COURT SERVICE AGREEMENT

CONTRACT TITLE: Western Collection Bureau, Inc. - Service
Agreement - Newberg Municipal Court

This Agreement, made and entered into this 27th day of June, 1996 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called "City" and Western Collection Bureau, Inc., 8040 NE Sandy Blvd., Suite 300, Portland, Oregon 97213, hereinafter called "Contractor," duly authorized to perform services in Oregon.

W I T N E S S E T H:

WHEREAS, the City requires services which Contractor is capable of providing, under the terms and condition hereinafter described; and

WHEREAS, Contractor is able and prepared to provided such services as City does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Duration of Agreement

The contractor's services will begin upon the execution of this agreement by both parties. Either Party may terminate this agreement at any point in this Contract by giving thirty (30) days notice of their intent.

2. Compensation

The Contractor's services will be performed with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Contractor.

a) The Contractor shall be paid in accordance with the following schedule:

1. Contractor shall collect a 7.5% commission on funds collected by Billing procedures. Restitution collected by Contractor as part of the assigned

account will not be subject to a 7.5% commission rate, and will be returned to the City as reimbursement to the victim.

2. Contractor shall collect a thirty percent (30%) commission rate on all accounts assigned to collections after default on billing arrangements. Restitution collected by Contractor as part of the assigned account will not be subject to a 30% commission rate, and will be returned to the City as reimbursement to the victim.
 3. Contractor shall be authorized to add a Twenty-Five and 0/100 Dollars (\$25.00) fee for all NSF check received by Contractor. This fee will be retained by the Contractor.
 4. Contractor shall collect 40% commission on accounts forwarded outside the area, or for legal actions taken by Contractor. Attorney fees and Filing fees shall be added to any Judgment Amount requested on behalf of the City. In the event a debtor declares Bankruptcy or the Contractor loses the case, the City will not be responsible for said costs and filing fees.
- b) Said rates shall be the sole basis for payment to Contractor for services performed pursuant to this Contract.
 - c) All payments made on accounts assigned to Contractor shall be made directly to Contractor and subject to collection by the City.

3. Scope of Work

- a) Contractor will first attempt to collect account utilizing the following billing procedures outlined in the Contractor's proposal to the City.
- b) If a payment default occurs, the Contractor will follow the outlined collection procedures in the Contractors's proposal to the city.
- c) Contractor shall suspend and or terminate collection efforts on any account upon written notice from City.
- d) Contractor shall be available for meetings with the City upon request to discuss Contractor's performance, the status of accounts, and any issues related to this Agreement

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officers, and the Contractor has executed this agreement on the date hereinabove first written.

CITY OF NEWBERG
an Oregon Municipal Corporation

Western Collection Bureau, Inc.

BY 
Duane R. Cole
City Manager

6-30-96
Date

By 
Scott Karn
Vice President

6-27-96
Date

APPROVED AS TO FORM/CONTENT:

By 
Terrence D. Mahr
City Attorney

7/3/96
Date