RESOLUTION 79

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN SERVICE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND FOX COLLECTION CENTER INC. FOR THE PURPOSE OF COLLECTING DELINQUENT TRAFFIC FINES

WHEREAS; The City of Lakewood has approximately 250,000 dollars in uncollected traffic fines, and;

WHEREAS; Fox Collection Center is a reputable and effective collection agency, and;

WHEREAS; The agency is only paid a percentage when collections are made, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKEWOOD, TENNESSEE:

The Board of Commissioners of the City of Lakewood authorizes the City Manager to execute a certain service agreement between the City of Lakewood and Fox Collection Center Inc. to collect existing and future delinquent traffic fines.

If and section, clause, provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent, jurisdiction, such holding shall not affect any other section, clause, provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

ADOPTION DATE: April 8, 2008

City Recorder

Mayor

Fox Collection Center Inc.

SERVICE AGREEMENT

City of Lakewood- Traffic Violations

It is mutually agreed.

1. Agency agrees to handle, service, and collect your accounts in compliance with Federal Fair Debt Collection Practices Act, Privacy Act and HIPAA standards.

2. *Agency will report to the client on the 10th of each month on all monies collected by it during the preceding month. Remittance will be determined by Client's particular bookkeeping needs.*

3. *Agency shall charge a commission of 30% on all money collected regardless of age or balance. Legal will be 50%. We pay the attorney out of our portion. We do not sue without written authorization from you.*

4. *Agency agrees to act as agent in servicing, making receipts, endorsing and depositing all payments into special trust account and disburse all money due client every thirty days.*

5. Agency shall maintain company records as they pertain to accounts in such a manner as to be audited by the client at any time during normal business hours.

6. Agency shall not refer any claim to an attorney for legal proceedings without the expressed written authorization of the client, and that any information provided by client on the debtor will be used solely for the purpose of skip tracing and/ or collecting the account placed by client.

7. Client agrees to furnish accurate and necessary information when sending accounts and report to agency all payments, including insurance.

8. Agency shall cancel and return any account upon request of the client. Agency will receive commission on any money collected at client's office (including insurance payments.) that is the results of the agency's efforts.

9. It is agreed that all fees and commission due agency will be paid within 30 days of billing and this agreement between client and agency will remain in force without the necessity of yearly renewal, but may be terminated at the option of either party giving 30 day advanced written notice.

10. Agency agrees to indemnify, protect, insure and hold harmless the client against any loss-direct or consequential-resulting from fire, burglary, theft, embezzlement or for any other cause or reason, of the funds collected under this agreement and specifically from any loss-direct or consequential-suffered by the client because of or resulting from agency neglect, failure, refusal or inability for any reason whatsoever to pay over to client the sums, checks or other papers in accordance with this agreement.

We do not disclose any nonpublic personal information about our customers to anyone, except as permitted by law. 313.14, and 313.15

In witness where of parties has executed this agreement on the below-cited date._____Fox Collection Center Inc.