

PROFESSIONAL SERVICES AGREEMENT
FOR COLLECTION SERVICES

THIS Professional Services Agreement for Collection Services (hereinafter, the “Agreement”), is made and entered into by and between **The City of Lawton**, Oklahoma, a municipal corporation (hereinafter, “City”), and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, (hereinafter, Perdue”).

WHEREAS, City agrees to employ and does hereby employ Perdue to enforce the collection of debts and accounts receivable including unpaid fees, penalties, interest, and other sums due the City for delinquent utility bills and delinquent court penalties, costs, fines and fees in cases in municipal court in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the court. If City should decide to send receivables other than those specified by this Agreement and Perdue agrees to accept such receivables for collection, an amendment to this Agreement would be necessary.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, City and Perdue agree as follows:

SECTION I. CITY’S COLLECTION OBLIGATIONS

A. City agrees to refer unpaid fees, penalties, interest, and other sums due the City for delinquent utility bills to Perdue for collection. City further agrees to refer delinquent court penalties, costs, fines and fees in cases in municipal court in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the court to Perdue for collection. City shall refer all delinquent accounts by electronic or magnetic medium, or in any other way that is most favorable to City. All delinquent accounts must be in a specified format that will allow Perdue to process the account data.

B. An account (for collection of court penalties, costs, fines, and fees) is considered delinquent when not paid within thirty (30) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date. Utility bill receivables are considered delinquent at a date to be determined by applicable City Code or policy or practice within the applicable City Division or Department.

C. The City, at its sole discretion, will determine which accounts (for collection of court penalties, costs, fines and fees and delinquent utility bills) will be referred to Perdue for collection.

D. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines costs and penalties that are subject to this Agreement.

SECTION II. PERDUE’S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence regarding delinquent utility accounts directly to the City’s Revenue Services Division or as otherwise requested by the City. Perdue reserves the right to return all accounts not being collected within one (1) year of referral by City, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement.

B. Perdue agrees to refer all payments and correspondence regarding delinquent court penalties, costs, fines and fees directly to the court that has assessed or levied the penalties, costs, fines and fees being collected pursuant to this Agreement. Perdue reserves the right to return all accounts not being collected within one (1) year of referral by City, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement.

C. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Agreement.

SECTION III. INDEPENDENT CONTRACTOR

Perdue is acting as an independent contractor of the City, and the employees, agents, consultants and subcontractors of Perdue are not employees of the City.

SECTION IV. COLLECTION FEE

City agrees to add a collection fee pursuant to Title 11 O.S. Section 22-138 on all receivables sent to Perdue for collection. The collection fee is added in addition to the amount already due to the City. The collection fee amount for delinquent utility bill is set at thirty-five percent (35%) and the collection fee for delinquent court costs, fines, penalties and fees is set at thirty-percent (30%). This collection fee shall be paid to Perdue only upon collection of the receivable. If the receivable is not collected by Perdue, Perdue is not entitled to a collection fee as it relates to that particular receivable.

SECTION V. METHOD OF PAYMENT

City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VI. COMMENCEMENT AND TERMINATION OF AGREEMENT

This Agreement is for an initial period beginning on the execution date in 2021 and ending on the same date in 2022. After the initial period, this Agreement may be renewed for two (2) additional one (1) year periods by written agreement of both parties. In the event the Agreement is not renewed after the initial term, it will remain in effect on a month-to-month basis until terminated by either party.

SECTION VII. NOTICES

For purposes of sending notice under the terms of this Agreement, all notices from City shall be sent to Perdue by certified United States mail, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: Tony Fidelie, Partner
900 8th Street, Suite 1100
Wichita Falls, Texas 76301
Telephone Number: (800) 525-2481

Email: tfidelie@pbfc.com

All notices from Perdue shall be sent to the City by certified United States mail, and addressed as follows:

City of Lawton
Attn: City Manager
212 SW 9th Street
Lawton, Oklahoma, 73501

SECTION VIII. VENUE AND CONTROLLING LAW

This Agreement is made and is to be interpreted under the laws of the State of Oklahoma. Venue for any disputes involving this Agreement shall be in the appropriate courts in the City of Lawton, Comanche County, Oklahoma.

SECTION IX. ACCEPTANCE OF AGREEMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said agreement and undertakes performance of said Agreement as set forth above.

SECTION X. LAW FIRM ASSOCIATION

Perdue and City acknowledge that Perdue has entered into an agreement with the Christensen Law Group in pursuing collections for City. City agrees and acknowledges that Perdue may split a portion of the fees paid to Perdue with the Christensen Law Group for the services they provide.

SECTION XI. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Agreement supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Agreement cannot be transferred or assigned by either party without the written consent of all parties.

This Agreement is executed on behalf of City by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Agreements executed on behalf of City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this the ____ day of _____, 2021.
(This date shall also be the execution date as referenced in Section VI of this Agreement.)

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation,

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality on behalf of the City this ____ day of _____, 2021.

JOHN RATLIFF
City Attorney

**PERDUE, BRANDON, FIELDER,
COLLINS & MOTT, L.L.P.**

BY: _____

Name
Partner