

## COLLECTION AGENCY SERVICES AGREEMENT

This AGREEMENT is by and between Pacific County, Board of County Commissioners, P O Box 187, South Bend, WA 98586 and Dynamic Collectors, Inc., 790 S Market Blvd, Chehalis, WA 98532.

In this AGREEMENT, the party who is contracting to receive services shall be referred to as "the COUNTY" and the party who will be providing the services shall be referred to as "the CONTRACTOR".

The COUNTY occasionally has instances where fees or penalties assessed are not remitted in a timely manner or as required, creating a situation where the funds must be collected. The CONTRACTOR has the ability to perform such collection. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The CONTRACTOR will provide collection services in accordance with their RFP, which is attached to this AGREEMENT (Attachment A) and incorporated herein by reference. The COUNTY will notify the CONTRACTOR when a situation requiring a collections service is needed and provide any necessary information to the CONTRACTOR to allow the CONTRACTOR to complete the collection.
2. **RESPONSIBILITIES.** The CONTRACTOR agrees to provide collections services to the COUNTY. CONTRACTOR agrees to strictly abide to the Federal Fair Debt Collection Practices Act and the Collection Agency Act of Washington and the amendments hereto. CONTRACTOR shall, in accordance with Best Collection Practices, make reasonable efforts to collect assigned debts. CONTRACTOR warrants that all collection efforts will be done with the highest professional standards of conduct, will be handled as efficiently as possible, but with an understanding of the sensitive nature of the image, and shall at all times be firm but fair, aggressive but never abusive.
3. **PAYMENT.** All payments will be received in accordance with the laws of the State of Washington and Section VIII of the CONTRACTOR's RFP (Attachment A).

Disbursements will be made on or prior to the twentieth day of the month following collection together with an account report relating to each payment to meet the COUNTY's requirements. No reduced settlements will be made of the COUNTY's accounts without prior consent.

The COUNTY shall have the right to recall specific accounts from CONTRACTOR, without expense to the COUNTY, provided that the said account is not 'in progress' for which reason the CONTRACTOR shall be allowed to continue its efforts. 'In Progress' shall mean one or more of the following:

- a. A payment has been secured within the past forty-five (45) days.
  - b. A separate civil cause of action initiated by the CONTRACTOR to collect the debt has been initiated.
  - c. The account has been referred to an out of area collection agency and a separate civil cause of action has been initiated by the out of area CONTRACTOR.
4. **TERM.** The term of the AGREEMENT shall be for three (3) years; effective January 1, 2024 through December 31, 2026.
  5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an independent contractor and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.

## 6. INDEMNIFICATION.

- A. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
- B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 7. INSURANCE. Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and, in a form, satisfactory to the COUNTY.

- A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against

COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

8. **ASSIGNMENT.** The CONTRACTOR's obligations under this AGREEMENT may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the COUNTY, unless in the event the individual assigned resides in another state. In the event the individual resides in another state the obligation may be forwarded to a licensed and bonded agency in which the CONTRACTOR has an agreement with. The CONTRACTOR will provide notice to the COUNTY within thirty (30) days detailing the account assigned and the agency.
9. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
10. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between the parties.
11. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the COUNTY pursuant to this AGREEMENT shall, at the option of the CONTRACTOR become its property, and the COUNTY will be paid for service performed up to the date of the contract termination.  
  
Upon termination, if requested in writing, the CONTRACTOR must cancel collection action on all COUNTY accounts within thirty (30) days of the commencement of legal action or receiving such written notice on an account, unless the CONTRACTOR has initiated a civil filing in which termination may be initiated only on a case-by-case basis.
12. **SEVERABILITY.** If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.
14. **APPLICABLE LAW.** This AGREEMENT shall be governed by the laws of the State of Washington. Any suit brought regarding this agreement shall be filed in Pacific County Washington.

15. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DYNAMIC COLLECTORS, INC.**

**PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Olsen, Chair

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APPROVED AS TO FORM

\_\_\_\_\_  
Jerry Doyle, Commissioner

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA #

\_\_\_\_\_  
David Tobin, Commissioner

ATTEST

\_\_\_\_\_  
Amanda Bennett  
Clerk of the Board

\_\_\_\_\_  
Date