



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to execute Bonneville Collection, Public Agency Collection Service Agreement #22751

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign agreement #22751 with Bonneville Collection and adopt the following motion:

"I move to authorize the Mayor to sign the Public Agency Collection Services Agreement \$22751 with Bonneville Collection."

The reasons for the recommendation are as follows:

- For collection of delinquent parking fines and dishonored checks.

Introduction and History

Collections Bureau Incorporated (CBI) has provided collection services for the city since 1985, they are based out of California and recently went out of business. CBI recommended the city to the company that purchased them States Recovery Systems another California based company. Our City Administrator and Attorney requested we seek a local firm instead.

Analysis

Bonneville Collection and Idaho based company can provide us with the same services that CBI has, we are requesting approval of this agreement.

Financial Impact

The city of Ketchum will not be responsible for any cost or fee for the collection, the fees are recovered from the individual at 23%.

Attachments:
Agreement #22751



COLLECTION AGREEMENT

This agreement is entered into on the 6 day of December 2021 between BONNEVILLE BILLING & COLLECTIONS, Inc., hereafter known as Agency, and City of Ketchum, hereafter known as Client.

Agency and Client agree as follows:

Agency will conduct collection activities on all accounts assigned by Client in compliance with The Fair Debt Collection Practices Act and other Federal, State, and local laws.

Any monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th of each month following collection.

Client agrees to notify Agency within 72 hours of any payments received by them on any account assigned to Bonneville.

If legal action is initiated, all normally incurred court costs and attorney fees will be advanced by the Agency. However, if Client requires the account to be cancelled after legal action has commenced, and after any court costs or attorney fees have been incurred, Client will be responsible for repayment of said costs.

To the best of Client's knowledge, all accounts assigned are valid, and are duly owed. If Client cancels an account on which the Agency has initiated collection action, the Client may be charged Agency's commission at the rate described in this agreement. Client indemnifies Agency if Client assigns an incorrect balance or amount that is not authorized in the contract between Client and Debtor.

In addition to any other indemnification stated in the Agreement, Client and Agency, including respective employees, agents and staff, shall indemnify, defend, and hold harmless against and from all claims, losses, costs, suits, judgments, damages and expenses, arising from their own negligence, errors and omissions.

Agency is hereby authorized, as agent, to endorse for deposit and collections such consumer paper made payable to Client that may be received for payment.

Either party may cancel agreement at any time with written request. Agency will discontinue all collection efforts and return those accounts not in litigation within 45 days.

Accounts will be serviced on the following contingency fees:

23% Regular Accounts

23% Legal Accounts

Client agrees to pay a one-time set up fee of \$ 0.

Client City of Ketchum

Address PO Box 2315

City Ketchum State Idaho Zip 83340

Contact Name Shellie Robel Title Treasurer

E-mail Finance@ketchum-idaho.org

Phone Number 208 806 7065 Fax None

Special Instructions

FOR VALUABLE CONSIDERATION, the undersigned does hereby assign, transfer, and set over unto BONNEVILLE BILLING & COLLECTIONS, Inc., my/our claim and demand against any assigned debtors together with all rights, title, and interest therein and demand represented thereby and all rights of action accrued, or to accrue thereon. BONNEVILLE BILLING & COLLECTIONS may negotiate or keep all interest accrued on the account after assigned for collections. I/we hereby grant BONNEVILLE BILLING & COLLECTIONS full power to sue for, collect for, reassign, or in any other manner enforce collections thereof in its own name.

Agency Date Client Date

November 11, 2021

City of Ketchum
480 East Ave. N
Ketchum, ID 83340

To whom it may concern:

Hi, my name is Lenore Henrie and I am client services for our Boise office. We want to thank you for your interest with wanting to learn more information about our company. We have been in business for 41 years. We have several offices in the Western United States. Our corporate office is located in Ogden, with an office in Boise, Idaho Falls and Vancouver.

To set up services with Bonneville Collections, we have a Collection Agreement that needs to be filled out. This not a contract and does not bind you to Bonneville. Attached is an agreement for you to review. Bonneville is proposing a commission rate of 23% for all accounts assigned for collections from the City of Ketchum. Under Idaho Statute 67-2358 public agencies may add a collection fee to any account assigned to a collection agency. It is incumbent upon the City of Ketchum to add a collection fee of 30% to the debt prior to being assigned to us for the City to be made whole once the total amount has been collected.

If you have any questions, please let me know.

Sincerely,



Lenore Henrie
Client Services
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Fax# (208) 424-8572
lenore.henrie@bonncoll.com