



MASTER COLLECTION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 6th Day of May 2008 by and between City of Ocoee hereinafter "CLIENT") and Merchants Association Collection Division, Inc. d/b/a MAF COLLECTION SERVICES (hereinafter "AGENCY").

WHEREAS, CLIENT desires to engage the services of AGENCY to collect certain delinquent accounts receivable and other monies due and owing to CLIENT from certain third party debtors (hereinafter collectively referred to as "unpaid accounts") upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. Duties of AGENCY:** Subject to the terms, conditions and provisions of this Agreement: (a) AGENCY shall during the term of this Agreement accept for collection on behalf of CLIENT such unpaid accounts as CLIENT may from time to time refer to AGENCY; and (b) by lawful means, AGENCY shall promptly undertake the collection of all such unpaid accounts referred by CLIENT to AGENCY. In connection with the collection of such unpaid accounts, AGENCY shall comply with the Federal Fair Debt Collection Practices Act and such other federal, state and local laws and regulations which may be applicable to the collection of CLIENT's unpaid accounts.
- 2. Duties of CLIENT:** Subject to the terms, conditions and provisions of this Agreement: (a) CLIENT shall not refer unpaid accounts to AGENCY, which accounts have been or are presently involved in a bankruptcy, receivership or insolvency proceeding; (b) Upon CLIENT'S referral of its unpaid accounts to AGENCY, CLIENT shall provide AGENCY with sufficient information to identify the unpaid accounts referred to AGENCY. Said information shall include, but not be limited to, the name and last known address of the account debtor, the social security number of the account debtor (if available), the amount of the unpaid account and date of last service or date account became delinquent. CLIENT warrants that all such information provided to AGENCY shall be true and correct. In the event CLIENT is unable to provide AGENCY with such information on an unpaid account, AGENCY at its option may return the account to CLIENT; (c) From time to time, AGENCY may request from CLIENT such additional information regarding an unpaid account as may be required under the Federal Fair Debt Collection Practices Act or the Fair Credit Reporting Act. CLIENT shall provide AGENCY with such information within a reasonable time, but no later than twenty (20) days, after AGENCY'S request for the same. CLIENT warrants that any such additional information provided to AGENCY shall be true and correct. In the event CLIENT fails to provide such additional information, AGENCY will return the account upon which the additional information is requested from CLIENT; (d) In connection with any unpaid account referred to AGENCY, CLIENT shall not undertake independent collection of the account and CLIENT shall not refer or assign the account to any other collection agency until such time as this Agreement expires or terminates or the subject account is withdrawn by CLIENT in accordance with the provisions of this Agreement; and (e) Within three (3) days after CLIENT receives a payment on an unpaid account referred to AGENCY, CLIENT shall notify AGENCY of the same.
- 3. Hold Harmless:** CLIENT shall defend, indemnify and hold AGENCY harmless from and against any and all claims, suits, actions, liabilities, losses, damages, or expenses (including, but not limited to, attorneys fees and court costs) which AGENCY incurs or which are asserted against AGENCY by a third party as a result of or arising out of CLIENT'S breach of any CLIENT'S aforesaid warranties or duties.
- 4. Term of the Agreement:** This Agreement shall commence as of the date hereof and shall continue thereafter unless terminated by one party giving the other party ninety (90) days prior written notice of its intention to terminate the same. This Agreement shall terminate on the ninetieth (90th) day following the delivery of such written notice. Notwithstanding anything to the contrary elsewhere contained in this paragraph, either party may terminate this Agreement pursuant to Paragraph 9 of this Agreement in the event of the other party's default under this Agreement.
- 5. Authority of AGENCY to Collect Unpaid Accounts:** AGENCY shall have sole and exclusive authority and control over the method and manner of collecting unpaid accounts referred to AGENCY by CLIENT. AGENCY shall stand in the relationship of an independent contractor to CLIENT. AGENCY shall make no representations to CLIENT'S account debtors that the AGENCY occupies any relationship to CLIENT other than that of an independent contractor. Unless otherwise specified in this Agreement, AGENCY shall use its own name and letterhead in connection with all communications of AGENCY with CLIENT'S account debtors. For the purpose of implementing AGENCY'S collection efforts under this Agreement, CLIENT hereby appoints AGENCY as its agent and attorney in fact with full power and authority to negotiate and endorse any check payable to CLIENT and received by AGENCY in payment of an unpaid account.
- 6. AGENCY FEE:** For its services performed pursuant to the terms and conditions of this Agreement, AGENCY shall be paid a fee by the CLIENT equal to 22.0% of the amount collected by AGENCY and CLIENT on each unpaid account. SEE ADDENDUMS if applicable - No
- 7. CLIENT'S Withdrawal of an Unpaid Account:** Upon notice to AGENCY, CLIENT shall have the right to withdraw from AGENCY, with good cause, any unpaid account referred to the AGENCY by CLIENT as long as AGENCY at the time of CLIENT'S notice has not collected any monies on behalf of CLIENT on said unpaid account for a period of sixty (60) successive



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days prior to the date of CLIENT'S notice of withdrawal. Otherwise, CLIENT shall not be entitled to withdraw an account without the consent of AGENCY.

8. **Method of Payment of AGENCY Fee:** Each month AGENCY shall prepare and submit to CLIENT a statement with the name of each account debtor (last name first in alphabetical order) and the amount collected during the prior month from each listed debtor. Said statement shall also reflect the fee earned by AGENCY on each unpaid account and the amount due CLIENT after the deduction of AGENCY'S fee from the amount collected by AGENCY and CLIENT. Along with said monthly statement, AGENCY shall remit to the CLIENT (via check made payable to CLIENT), the sum reflected on the statement as being the total amount collected on CLIENT'S unpaid accounts less the fees earned by AGENCY on said accounts. This statement shall also be deemed an invoice to CLIENT for the fees due and owing to AGENCY, which fees shall be retained by AGENCY out of the amounts collected by AGENCY as reflected in the monthly statement. If for any reason the amount of the fees due AGENCY as reflected in the monthly statement exceed the amounts collected by AGENCY and CLIENT from CLIENT'S account debtors, CLIENT shall remit the remainder of the fee due and owing to AGENCY within thirty (30) days after AGENCY'S submission of the said monthly statement to CLIENT. Any fee which is due AGENCY and not paid within sixty (60) days after the CLIENT is invoiced for the same as set forth above shall accrue interest at the rate of 12% per annum until paid to AGENCY.

9. **Termination for Default:** In the event that a party defaults in the performance of any of its obligations hereunder, the non-defaulting party, upon providing seven (7) days written notice to the defaulting party, may immediately terminate this Agreement if said default is not cured by the defaulting party within said seven (7) day period.

10. **Retention of Accounts after Termination:** In the event this Agreement is terminated for reasons other than AGENCY'S default in its obligations hereunder, AGENCY upon the termination date shall return all unpaid accounts referred by CLIENT to AGENCY except AGENCY, in its sole discretion, may retain those accounts wherein partial payments have been received by AGENCY from an account debtor at least once during each and every successive two month period immediately preceding the termination date. In regard to such post-termination accounts, AGENCY shall provide monthly reports and payments to CLIENT and collect its fees until said accounts are paid in full or otherwise returned to CLIENT pursuant to the terms of this paragraph.

11. **Notices:** Any notice or document to be given or provided under this Agreement shall be given to a party hereto at the address of the party listed under the signature lines of this Agreement. A party may, by giving five (5) days prior notice to the other party in accordance with this provision, designate another address for notices.

12. **Applicable Law, Jurisdiction, Venue, Attorneys Fees, Binding Effect, Conflicts and Amendments:** This Agreement and the interpretation and enforcement of the terms and provisions of this Agreement shall be governed by the laws of the State of Florida. Any suit arising out of the breach of the terms of this Agreement shall be subject to the jurisdiction of the Florida courts and the venue of any such action shall be in Hillsborough County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (including appeal and recovery of judgment costs and fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. If the terms and provisions of this Agreement conflict with the terms and provisions of any agreement previously or contemporaneously executed by AGENCY and CLIENT, the terms and provisions of this Agreement shall control and prevail. This Agreement may only be modified or amended by a writing signed by both CLIENT and AGENCY.

13. **Inspection of Records:** During AGENCY'S normal business hours and after reasonable notification to AGENCY, CLIENT may inspect and copy at AGENCY'S office all records connected solely with the collection of CLIENT'S unpaid accounts.

WITNESS OUR HANDS on this day.

"CLIENT"

City of Ocoee

150 N. Lakeshore Drive

Ocoee, Fl. 34761

"see attached signature page"
Signed By _____

Print Name, Title & Date

"AGENCY"

MERCHANTS ASSOCIATION COLLECTION DIVISION, INC.
d/b/a/ MAF COLLECTION SERVICES

Signed By T. Curtis Flynn
T. Curtis Flynn, Vice President 5/6/08

Print Name, Title & Date

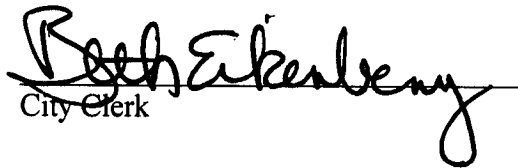


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CITY OF OCOEE SIGNATURE PAGE
FOR MASTER COLLECTION SERVICE AGREEMENT WITH MAF COLLECTION
SERVICES

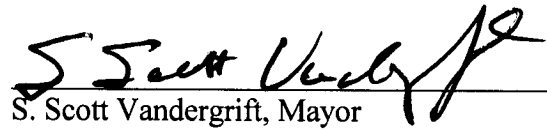
ATTEST:


City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA


S. Scott Vandergrift, Mayor

DATE: June 11, 2008