

UNIQUE Management Services, Inc.

L i b r a r y D i v i s i o n

AGREEMENT MATERIAL RECOVERY SYSTEM

Library: Town Prescott Valley Public Library ("TOWN")

Address: 7401 E Civic Circle

City, State, Zip: Prescott Valley, AZ 86314

90 DAY NO-RISK TRIAL

We understand that we will be allowed to submit past due patron accounts for ninety (90) days from the date when the first accounts are submitted. UMS will accept accounts up to 60 days past due. All accounts must have \$25.00 balances or greater. We understand that if we are pleased with results and satisfied with the service at the conclusion of the 90 day trial, we will be billed based upon the fees shown below for accounts processed during the trial. At the end of ninety days, if we are not completely satisfied, we may discontinue the service with no cost for the patron accounts processed.

INITIAL PLACEMENT AND SECONDARY PLACEMENT

We hereby assign accounts to Unique Management Services for collection. We may withdraw them at any time. Unique Management Services may proceed with whatever steps are necessary for collection of the accounts. We warrant to Unique Management Services the accuracy of the information furnished to them on accounts submitted.

We understand that we will be billed once per month for the previous month's total submissions at the rate of \$8.95 for each submission if data is submitted electronically. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay.

GUARANTEE

Budget Neutrality: Unique Management Services guarantees not to charge, in collection fees, more than the amount of money recovered plus amounts waived. We understand that Unique Management Services will make adjustments to invoices for the difference between collection fees and the total money received plus amounts waived on accounts submitted to keep the service budget neutral. This will be based on (1) billings to date, (2) cumulative cash recovered, and (3) cumulative amounts waived. (See Conditions for qualifications)

TERM

This Agreement may be canceled by either party upon 60 days written notice. Payment terms are net receipt of invoice.

CONDITIONS

To qualify for budget neutrality guarantee, library must have an acceptable fine structure as determined by Unique Management Services (\$.10 per item/per day up to \$5.00 on adult and juvenile materials), library must submit accounts with fines only balances, accounts submitted must contain a \$10.00 long overdue fee, and be no more than 60 days past due at time of submission. Signature below indicates that Unique Management has determined fine structure is acceptable.

INSURANCE

Without limiting any liabilities or other obligations of UNIQUE hereunder, UNIQUE shall, prior to commencing with the services hereunder, secure and continuously carry with insurers authorized to do business in Arizona the following insurance coverages:

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by UNIQUE, or any person employed by UNIQUE, with a limit of not less than \$1,000,000 each claim.

INDEMNIFICATION

UNIQUE agrees to defend, indemnify and hold harmless the TOWN, its officers, employees and agents and the officers, employees and agents of the-Town of Prescott Valley each severally and separately against any and all liabilities, demands, claims, damages, losses, costs and expenses whatsoever kind or nature arising out of, resulting from, or which would not have occurred or existed but for the negligence of the UNIQUE, its employees or agents. The amount and type of insurance coverage requirements set forth in this Agreement, will in no way be construed as limiting the scope of indemnity as provided in this Section.

NOTICE

Any written notices relating to this Contract shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

TOWN: Town of Prescott Valley
 c/o Town Manager
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

UNIQUE MANAGEMENT SERVICES:

 Unique Management Services
 119 E Maple St
 Jeffersonville, IN 47130

GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona and will be considered made and entered into in Yavapai County.

CONFLICT-OF-INTEREST

This Contract may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

