

RESOLUTION NO. 25-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH LINEBARGER GOOGAN BLAIR & SAMPSON, LLP FOR MUNICIPAL COURT COLLECTION SERVICES

WHEREAS, the Lake Forest Park Municipal Court (“Court”) assesses fines and penalties for criminal misdemeanors and civil infractions that take place within the City of Lake Forest Park (“City”); and

WHEREAS, unpaid fines and penalties are referred to a collections agency for continued collection efforts; and

WHEREAS, the current contract with Linebarger Goggan Blair & Sampson (“LGBS”) expires August 12, 2025 and the City would like LGBS to continue providing Court collections services; and

WHEREAS, the Lake Forest Park City Council has determined it is in the best interest of the City to enter into a new agreement with LGBS for continued Court collections services; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Professional Services Agreement for Collection of Unpaid Accounts, in significantly the same form attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 24th day of July 2025.

APPROVED:

Tom French
Tom French (Jul 29, 2025 09:57:46 PDT)

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: July 16, 2025
PASSED BY THE CITY COUNCIL: July 24, 2025
RESOLUTION NO.: 25-2022

ATTACHMENT 1

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT

Agreement Title: Collection Services with Linebarger Goggan Blair & Sampson, LLP for Unpaid Court Accounts

Agreement number: AG-25-032

THIS AGREEMENT is made and entered into by and between the **LAKE FOREST PARK MUNICIPAL COURT**, 17425 Ballinger Way NE, Lake Forest Park, WA 98155, acting herein by and through its governing body (the "COURT"), and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** (the "FIRM"). This agreement creates an attorney-client relationship between COURT and FIRM.

1. FIRM RETAINED

COURT agrees to employ and does hereby employ FIRM to enforce the collection of unpaid accounts receivable pursuant to the terms and conditions described in this contract, including the Scope of Work attached as Exhibit A and incorporated herein by this reference. This contract supersedes all prior oral and written agreements between the parties, and can be amended only if done so in writing and signed by all parties. This agreement is for the benefit of COURT and FIRM. Unless specifically stated, no third-party beneficiaries are intended to be created or are created under this contract. Furthermore, this contract cannot be transferred, delegated or assigned by either party without the written consent of all parties. FIRM and its employees are independent contractors responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by FIRM shall not acquire any rights or status regarding the COURT or City of Lake Forest Park.

2. TERM AND TERMINATION

The term of this agreement shall commence August 13, 2025, and will continue for three (3) years, unless terminated. At the end of the initial three (3) year term, the parties may agree to execute an optional two (2) year renewal term. Either party may, without cause, terminate this agreement by giving the other party ninety (90) days' written notice of termination.

3. REFERRAL OF ACCOUNTS

COURT agrees to refer unpaid accounts to FIRM for collection by electronic medium, in a format and frequency to be agreed upon by the parties. COURT will provide FIRM with copies of, or access to, the information and documentation necessary to effectuate the services that are subject to this agreement. COURT represents that, to the best of COURT's knowledge, the information provided or made available will be current and accurate, and that no account or account defendant will be subject to any bankruptcy stay, discharge or proceeding at the time of referral. FIRM shall use account information provided by COURT for the purposes of account collection only and shall keep all such information confidential from any third party without express written authority from COURT. FIRM will provide COURT with status reports in the frequency and manner agreed upon by the parties. Should it become necessary for FIRM to provide computer hardware, software, programming services and/or in-house personnel to COURT, in order for this

agreement to be performed, a separate agreement and fee structure shall be negotiated and agreed to in writing by both parties hereto. FIRM shall not report accounts to the credit reporting agencies.

4. INSURANCE

FIRM shall comply with the following conditions and procure and keep in force at all times during the term of this contract, at FIRM's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The FIRM's insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII and otherwise acceptable to the City.

- A. Workers' Compensation coverage as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the COURT authorizes sublet work, the FIRM shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the FIRM covers such employees.
- B. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
- C. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this agreement may be substituted for this insurance requirement.
- D. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this contract or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The COURT may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
- E. Upon written request from the COURT, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.
- F. Before the FIRM performs any Work, FIRM shall provide the COURT with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this agreement and that such insurance shall apply as primary

insurance on behalf of such Additional Insured. Receipt by the COURT of any certificate showing less coverage than required is not a waiver of the FIRM's obligations to fulfill the requirements.

- G. FIRM shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. FIRM shall provide the COURT with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this section, the COURT may provide and maintain at the expense of FIRM insurance in the name of the FIRM and deduct the cost of providing and maintaining such insurance from any sums due to FIRM under this agreement, or the COURT may demand FIRM to promptly reimburse the COURT for such cost. Further, the COURT may terminate this contract immediately in the event the insurance required herein is cancelled, in the COURT's sole discretion.
- I. The FIRM shall provide the COURT with written notice of any policy cancellation within two business days of receipt of such notice.

5. INDEMNIFICATION

FIRM shall indemnify, hold harmless and defend COURT for, from and against all liabilities, losses and/or costs, including reasonable legal expenses and attorney's fees, arising from demands, claims or suits for damages or relief of any nature, which may arise as a result of FIRM's negligence in its performance of the services described in this agreement. COURT shall indemnify, hold harmless and defend FIRM for, from and against all liabilities, losses and/or costs, including reasonable legal expenses and attorney's fees, arising from demands, claims or suits for damages or relief of any nature, which may arise from COURT's negligence, its failure to comply with any representation or provision of this agreement (including providing inaccurate account information to FIRM), or from FIRM complying with any specific instruction or requirement of COURT. The indemnity provisions of this agreement shall have no application to any claim or demand which results from the sole negligence or fault of the party seeking indemnification, its officers, agents, employees or contractors. In the event of joint or shared negligence or fault of COURT and FIRM, responsibility and indemnity, if any, shall be apportioned in relation to each party's degree of fault, but without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

6. COMPENSATION AND REMITANCE

- A. Fees Assessed as Court Costs. COURT shall assess as court costs the fees to be paid for the FIRM's collection services, pursuant to RCW 3.02.045(5) and/or RCW 46.63.190(6). A fee in an amount equal to 19% of the total sum due, including accrued interest, from a defendant to COURT shall be assessed to accounts not previously assigned to another collection agency and aged one year or less. A fee in an amount equal

to 26% of the total sum due, including accrued interest, from a defendant to COURT shall be assessed to accounts previously assigned to another collection agency or aged over one year.

By way of example, an account found committed six months ago that has never been assigned to a collection agency, and with \$100 owing to COURT, shall be assessed court costs of \$19. The total owing is now \$119. Upon collection of \$119, the sum of \$100 shall be returned to the COURT and \$19 retained by the FIRM.

On a 19% add-on account, FIRM shall retain 15.97% of the total sum collected (\$19 is 15.97% of \$119), and remit 84.03% to COURT. On a 26% add-on account, FIRM shall retain 22.48% of the total sum collected (\$26 is 20.06% of \$126) and remit 79.94%. Partial payments shall be pro-rated between COURT and FIRM in accordance with this calculation formula.

- B. Pre-Collect Time-Payment Program. Defendants with accounts not previously referred to FIRM for collection may qualify for a time-payment program that is not be subject to the percentage fees described in the preceding paragraph. COURT will refer defendants to contact FIRM to apply for the program and establish the monthly payment amounts, under guidelines approved by COURT. Pursuant to RCW 46.63.190(6), court costs will be assessed in the amount of \$10 for processing an application (successful or not), and in the amount of \$7 per month per defendant accepted into the program. FIRM will attempt a monthly reminder 7 to 10 days in advance of payment due date. (The parties recognize that, for an account referred for full collection and subject to the percentage collection fee described in the preceding paragraph, FIRM may in its discretion set up payment arrangements if deemed desirable based on the financial circumstances of the defendant; in which case the percentage fee will be the FIRM's compensation; and will be deemed to have been assessed under the statutory provision referenced in this sub- section 2.)
- C. General Administrative Order. To effectuate the assessment of court costs for collection agency services under RCW 3.02.045(5) and RCW 46.63.190(6), COURT will issue a General Administrative Order assessing court costs against defendants assigned to collection or pre-collect time-payment, such that no assessment need be made in an individual case file, and addressing any other issues necessary or proper to facilitate the referral of appropriate cases to FIRM for servicing.
- D. Interest. Interest shall accrue at 12% per annum, or the highest rate allowed by law on all unpaid amounts provided that interest shall not be assessed on accounts referred under the pre-collect time-payment program. FIRM agrees to calculate and add accrued interest to the outstanding account balance as an administrative function at the direction and instruction of the COURT.

- E. Legal Action. Litigation costs shall be paid by FIRM at no additional cost to the COURT. This includes any bankruptcy filings or proceedings. FIRM shall be entitled to retain any award for attorneys' fees or costs issued during the course of such litigation.
- F. Remittance. All payments shall be directed to the FIRM. FIRM shall have Automated Clearing House (ACH) transfer capabilities and FIRM shall remit COURT's portion of collected funds to the COURT weekly; FIRM shall retain its portion of collected funds. Payments received by COURT on a referred account from a source other than FIRM will be promptly reported to FIRM; FIRM will then account for such payment in its next invoice to COURT, and deduct its share of the payment from the remittance to COURT. FIRM shall have capabilities to import payment information into the Judicial Information System (JIS) using the COURT's CollectR program.
- G. Interest on Cases Assigned by Previous Collections Agency. As cases are transferred to FIRM from the prior collections agency, FIRM will reset all interest owing to \$0 as of the date the account is transferred to FIRM, thus reducing the fine back to the original base amount owing.

7. CONCURRENT REPRESENTATION

- A. FIRM has specifically advised COURT that FIRM's concurrent representation of COURT and other government entities (whether currently represented by FIRM or those governmental entities who may be represented by FIRM in the future) against a common debtor constitutes a potential conflict of interest. FIRM has advised COURT that, provided COURT and all participating entities consent, FIRM intends to "cross packet" claims owed to all the governmental entities whom FIRM currently represents and whom FIRM may ultimately represent in the future against a common debtor. Although all of the governmental entities represented by, or to be represented by, FIRM have a common interest in the collection of monetary amounts owed by the common debtor, there is a potential conflict regarding the manner in which any proceeds collected from the common debtor are to be disbursed among the various governmental entities represented by FIRM (present and/or future). FIRM proposes, with the consent of COURT and all participating government entities, to disburse all monetary proceeds recovered from a common debtor to each of the government entities on an equal-share basis, provided that the common debtor has not disputed any accounts, in which case, funds will be applied first to non-disputed accounts. Further, any fees charged and/or recovered by FIRM as remuneration for the services provided may constitute charges for services provided to COURT and/or other governmental entities; which although such fees will not exceed the amounts reflected in the Professional Services Agreement entered between FIRM and COURT, said amounts may overlap with charges and fees pertaining to other governmental entities.
- B. FIRM has specifically advised COURT that as among the similarly represented governmental entities there is no right to assert the attorney-client privilege as to communications received by FIRM in connection with this joint representation.

C. COURT acknowledges that it has been fully informed of the nature of any current and/or prospective conflict of interest which may exist or arise as a result of the common representation of COURT and other governmental entities by FIRM against common debtors; that COURT has been provided sufficient opportunity to seek the advice of independent counsel of the COURT's own choosing; and after all due consultations and considerations, COURT HEREBY EXPRESSLY WAIVES ANY CURRENT AND/OR PROSPECTIVE CONFLICT OF INTEREST AND SPECIFICALLY CONSENTS TO FIRM'S REPRESENTATION OF COURT and further directs FIRM to disburse any payments received from a common debtor to all of the governmental entities represented by FIRM equally.

8. NOTICE

For purposes of sending notice under the terms of this agreement, all notices shall be sent by certified United States mail, or delivered by hand or by courier, and addressed as follows:

FIRM:

Linebarger Goggan Blair & Sampson, LLP
Attn: Director of Client Services
PO Box 17428
Austin, TX, 78760

[Or: *Terrace 2, Suite 500*]
[*2700 Via Fortuna Drive*]
[*Austin, TX 78746*]

COURT:

Lake Forest Park Municipal Court
Attn: Court Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

With copy to:

Linebarger Goggan Blair & Sampson, LLP
Attn: Director of Operations
5801 Soundview Drive, Suite SOV
Gig Harbor, WA 98335

9. CHOICE OF LAW AND VENUE

This agreement is made and is to be interpreted under the laws of the State of Washington. In the event that any provision(s) of this agreement shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this agreement, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this agreement. Venue for any lawsuit arising out of this agreement shall be in King County, Washington.

10. COOPERATIVE PURCHASING

The services and terms of this agreement are available to other political subdivisions, as to substantially similar categories of unpaid accounts, and as allowed by applicable law. Pursuant to chapter 39.34 RCW, this agreement shall be open to intergovernmental cooperative purchasing.

11. RECORDS AND AUDITS

FIRM shall maintain books, records and documents of its performance of this agreement in accordance with generally accepted accounting principles. FIRM shall retain information, data, work, and records relating to this agreement for at least six (6) years, or longer if required by the records retention laws of the State of Washington. FIRM shall provide access to its facilities to the COURT, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the work provided under this agreement. The COURT shall give reasonable notice to the FIRM of the date on which an audit shall begin.

12. CITY OF LAKE FOREST PARK BUSINESS LICENSE

FIRM shall obtain a City of Lake Forest Park business license before performing any work under this agreement.

13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

FIRM shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work. FIRM and any vendors used by FIRM for payment processing shall comply with the Payment Card Industry Security Standards ("PCI DDS") and any amendments or restatements of the PCI DDS during the term of this agreement. FIRM accepts responsibility for the security of the customer credit card data in its (or its vendors') possession.

14. WAIVER

Any waiver by the FIRM or the COURT of the breach of any provision of this agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. COMPLETE AGREEMENT

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. MODIFICATION OF AGREEMENT

This Agreement may only be modified in writing signed by authorized representatives of the City and the FIRM.

17. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. CONTRACT ACCEPTANCE

In consideration of the terms and compensation herein set forth, FIRM hereby accepts said employment and undertakes performance of said contract as set-forth above.

This agreement is executed on behalf of COURT by the undersigned, who is authorized by the Lake Forest Park City Council to execute this instrument. This contract may be executed in any number of counterparts and each counterpart shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the City and FIRM have executed this Agreement as of the date first above written

CITY OF LAKE FOREST PARK, WASHINGTON & LAKE FOREST PARK MUNICIPAL COURT By: _____ Tom French, Mayor Date: _____ ATTEST: Matthew McLean, City Clerk Date: _____	LINEBARGER GOOGAN BLAIR & SAMPSON, LLP By _____ Typed/Printed Name: _____ Its _____ Date: _____
 APPROVED AS TO FORM: Kim Adams Pratt, City Attorney Date: _____	

Exhibit A - Scope of Work

1. FIRM will provide the following prior to full collection services (accounts not subject to percentage collection fees), at no additional cost to the COURT:
 - Production and mailing of a 30-day pre-assignment notice to affected defendants.
 - Production and mailing of a one-time amnesty program letter for accounts assigned to a previous collection vendor, with no interest or collection fees. (This letter will also serve as the 30-day pre-assignment notice for affected defendants.)
 - Pre-Collection Time-Payment Program (PTM): FIRM shall establish a monthly payment plan for violators not previously assigned to FIRM for collection (a set-up fee and monthly administration fee will be assessed as court costs in accordance with Section 6.2 of the contract, Compensation and Remittance).
2. FIRM Will provide the following as part of its full collection services (amounts subject to percentage collection fees), at no additional cost to the COURT:
 - License Reinstatement Program (LRP): allows violator to reinstate driver's license while on a monthly payment plan, at no additional cost to the defendant or COURT (court costs for percentage collection fee has already been assessed, but no additional program administration fees will be assessed).
 - Payment plans will be offered to defendants, with the amount of each payment based on the defendant's income and number of dependents.
 - FIRM will skip-trace accounts to locate new addresses and phone numbers.
 - Telephone contact will be attempted with defendants.
 - During telephone contacts, FIRM will offer non-English speakers access to its internal bilingual team, an interpreter service for any other language needs, and hearing-impaired tools.
 - FIRM will receipt payments and remit to COURT weekly.
 - Defendant will have the following payment options at no additional cost to the defendant, provided that FIRM can assess and retain a reasonable transaction fee for electronic payments where an interchange fee or similar fee is assessed on the payment:
 - FIRM will maintain a walk-in payment center in Gig Harbor, WA.
 - Defendants can mail payments
 - Defendants can make payments online at www.lgbpayments.com, by phone, and by mobile device.
 - Two virtualized sites (Gig Harbor and San Antonio, TX) enable usual calling hours from 5:00am to 7:00pm Pacific Time Monday-Thursday, and 5:00am to 6:00pm Pacific Time on Fridays, with additional weekend hours.
 - Garnishments will be initiated only after COURT approval.

3. In addition, FIRM will, at no additional cost to the COURT:
 - Establish a dedicated toll-free number for COURT.
 - Provide real-time online inquiry access via an online portal, with free training to COURT staff as requested.
 - Provide all reports as requested by the COURT of the nature and of the frequency requested by the COURT. This includes, but is not limited to, an annual report comparing the account records of the FIRM with the data provided by the COURT from its case management system. The FIRM will verify the accuracy of the account information and will report to the Court any discrepancies and suggested corrections.
 - Coordinate system synchronizations with the COURT at the frequency set by the COURT. Any discrepancies will be researched and rectified by FIRM.
 - Remit payment to the COURT on a weekly basis via Automated Clearing House (ACH) transfer. Payments can be automated via CollectR, if agreed to by COURT and FIRM.
 - Forward copies of disputes and inability to pay accounts to COURT for response and provide COURT's response to defendants at no additional cost to COURT. FIRM will cease collection activity on accounts where the defendant is incarcerated (COURT will report incarcerations to FIRM where COURT has remanded a defendant into custody who is known by the COURT to have a delinquent account with FIRM).
 - Process defendant's bankruptcy, deceased (probate) or indigent claims on behalf of the COURT for those accounts referred to collections. Indigent debtor accounts will be processed according to guidelines established by COURT and FIRM (such as lower monthly payments or cancel-and-return of account).
 - Perform all collections services for the COURT, including but not limited to commencing legal actions to collect on referred accounts.
4. At its discretion, the COURT may recall, reduce, or amend the amount due on any account, at any time. Recalled accounts will not be subject to collection fees. Collection fees for reduced or amended accounts will be based upon the reduced or amended balance due. FIRM shall make the corrections to such accounts within one (1) business day of the COURT's request for such.
5. FIRM shall not use tactics that may be interpreted as harassment or demeaning, or which may reflect poorly on the COURT.
6. FIRM shall maintain confidentiality for all documents and information provided to the FIRM by the COURT.

RES 25-2022 - LGBS

Final Audit Report

2025-07-29

Created:	2025-07-28
By:	Jessica Halterman (jhalterman@cityoflfp.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH1qCyjJc5sCKSKGUYgGmZ0QPotAn3MVT

"RES 25-2022 - LGBS" History

-  Document created by Jessica Halterman (jhalterman@cityoflfp.gov)
2025-07-28 - 6:34:11 PM GMT
-  Document emailed to Tom French (tfrench@cityoflfp.gov) for signature
2025-07-28 - 6:34:18 PM GMT
-  Document emailed to Matt McLean (mmclean@ci.lake-forest-park.wa.us) for signature
2025-07-28 - 6:34:18 PM GMT
-  Email viewed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)
2025-07-28 - 7:53:21 PM GMT
-  Document e-signed by Matt McLean (mmclean@ci.lake-forest-park.wa.us)
Signature Date: 2025-07-28 - 7:53:35 PM GMT - Time Source: server
-  Email viewed by Tom French (tfrench@cityoflfp.gov)
2025-07-29 - 4:53:22 PM GMT
-  Document e-signed by Tom French (tfrench@cityoflfp.gov)
Signature Date: 2025-07-29 - 4:57:46 PM GMT - Time Source: server
-  Agreement completed.
2025-07-29 - 4:57:46 PM GMT



Adobe Acrobat Sign