

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

BETWEEN: City of Portland

AND: Receivables Performance Management, LLC

This Settlement Agreement and Release ("Agreement") is entered into between Receivables Performance Management, LLC ("RPM") and the City of Portland ("City"). Collectively, RPM and the City shall be referred to as "parties" and each may individually be referred to as "party."

RECITALS

A. **WHEREAS**, on or about September 1, 2004, the City entered into Contract No. 35561 with Active Credit Services, Inc. ("ACS") for the purpose of collecting on past-due accounts on behalf of the City. Contract No. 35561, and all amendments to it are collectively referred to hereinafter as "the contract." In 2006, ACS and City entered into Amendments No. 1 and No. 2 to the contract.

B. **WHEREAS**, on or about April 1, 2008, ACS sold its assets to RPM. On or about June 30, 2008, ACS and the City entered into Amendment No. 3 to the contract, substituting RPM in the place of ACS.

C. **WHEREAS**, in June 2011, the City terminated the contract with RPM.

D. **WHEREAS**, on or about March 5, 2012, RPM filed a Complaint in the Multnomah County Circuit Court (Case No. 1203-02831) naming the City of Portland as the Defendant and claiming that the City had breached the contract with RPM. The Complaint sought damages against the City in the amount of \$141,952.57 and requested that the Court order the City to provide an accounting for all revenue collected by the City for accounts assigned to RPM for collection.

E. **WHEREAS**, the parties agreed to submit the case to binding arbitration before Arbitration Services of Portland and on or about June 6, 2013, the parties filed a Stipulated General Judgment of Dismissal without Prejudice in the Multnomah County Circuit Court.

NOW, THEREFORE, the parties agree as follows:

FOR THE SOLE CONSIDERATION of the sum of Fifty-Five Thousand Dollars (\$55,000) paid by the City to RPM, it is understood and agreed that RPM hereby consents to a voluntary dismissal with prejudice of Case No. 1203-02831 and ASP No. 130613 and releases and forever discharges the City, its Bureaus, officers, employees, agents, assigns, and successors from any and all claims that have or could have been brought arising out of the contract or its performance of the contract. The City Releases RPM, its officers, employees, agents, assigns, and successors from any and all claims that were or could have been brought against it arising out of the contract.

IT IS UNDERSTOOD AND AGREED that the execution of this agreement is to compromise doubtful and disputed claims and shall not be construed as an admission of liability by either party for any of the claims that have or could have been brought by RPM or the City.

IT IS UNDERSTOOD AND AGREED that in exchange for the consideration and covenants by the City described in this Agreement, RPM covenants not to prosecute or hereafter maintain or institute any

action at law, suit or proceeding in equity, administrative or any proceeding of any kind or nature whatsoever against City for any reason related in any way to the contract.

IT IS UNDERSTOOD AND AGREED that if RPM ever asserts any claim, action or suit against the City or against any of the City's commissioners, officers, bureaus, employees, agents or insurers and their successors, individually or collectively, related in any way to the contract, the City may plead this Agreement as an absolute defense to any such claim, action or suit. Furthermore, in the event any claim, action or suit is asserted, this Agreement shall be construed to allow the City to sue in its defense any and all matters, evidence, testimony, documentation and records that exist or existed prior to the execution of this Agreement.

IT IS UNDERSTOOD AND AGREED that this Agreement is a complete, integrated agreement that supersedes and cancels all prior negotiations and understandings of any kind that may previously have been made with regard to the claims noted herein. Further, the parties agree that this Agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied, in order to induce them to settle, that are not contained herein.

IT IS UNDERSTOOD AND AGREED that this Agreement shall be construed according to the statutes and common law of the State of Oregon, without reference to its conflict of laws provisions. Any disputes now or hereafter arising in connection with the execution or operation of these documents shall be governed and determined by the applicable laws of the State of Oregon.

IT IS UNDERSTOOD AND AGREED that the parties are not and shall not be liable for any of the other party's attorney fees or costs incurred in connection with the resolution of the dispute or preparation or execution of this Agreement. The parties agree and expressly represent that any and all claims for attorney fees arising out of their respective claims are expressly discharged by this Agreement.

IT IS UNDERSTOOD AND AGREED that upon payment of the consideration under this Agreement by the City to RPM, RPM will report the matter as settled to arbitrator Dale Koch.

IT IS UNDERSTOOD AND AGREED that any unpaid costs and fees charged by arbitrator Koch will be split evenly by the City and RPM.

IT IS UNDERSTOOD AND AGREED that the parties have been represented and advised by legal counsel throughout all negotiations that preceded the execution of this Agreement and with respect to the execution of this Agreement.

IT IS UNDERSTOOD AND AGREED that every provision contained in this Agreement is intended to be severable. In the event a court or agency of competent jurisdiction determines any term or provision contained in this Agreement to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other terms and provisions in this Agreement and the remainder of the Agreement shall continue in full force and effect.

IT IS UNDERSTOOD AND AGREED that the parties have had an opportunity to provide, edit, and alter the language of this Agreement, and that they have had an opportunity to review it with counsel. Therefore, the parties stipulate and agree that this Agreement shall not be automatically construed for or against either party in order to resolve any ambiguity of any of the terms of this settlement.

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IT IS UNDERSTOOD AND AGREED that this Agreement may be signed in counterparts and the signature pages bearing the notarized signatures of the parties may be transmitted electronically and attached to this Agreement. Such notarized and electronically transmitted signatures shall constitute an original.

CITY OF PORTLAND

Thomas Lannom, Director
City of Portland, Revenue Division

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this _____ day of _____, 2016 by Thomas Lannom.

NOTARY PUBLIC FOR OREGON
My Commission expires: _____

RECEIVABLES PERFORMANCE MANAGEMENT, LLC

Howard George, President
Receivables Performance Management, LLC

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this _____ day of _____, 2016 by Thomas Lannom.

NOTARY PUBLIC FOR OREGON
My Commission expires: _____