

Claims Recovery Specialists LLC

Specialists in Government Subrogation

P.O. Box 1147

Broken Arrow, OK 74013

Contractual Agreement

This is a new contract with Claims Recovery Specialists, LLC (CRS) for Damage Claims Recoveries. This contract establishes a contingency fee of **28%** for the Dollar Amount of Claims Collected for the City of **Broken Arrow** (City) for property damages to City-owned assets (i.e. roadway lighting, traffic signals, signs, guardrail, and any other infrastructure under the care of the City).

CRS agrees to sell the City Recovery and Adjustment Services according to the agreed upon rate. Monthly statements will be submitted based on the **Actual Dollars Collected per month.**

Requirements for Claims Recovery Specialists LLC will be:

1. Sorting and copying collision reports that indicate damages to City property. In the event this process occurs at the City, the use of a copy machine / desk will be provided at no charge to CRS. If the City so chooses, this process may also occur by the City faxing to CRS the monthly police reports or a representative of CRS picking these reports up in person, at no charge to CRS.
2. Investigating the collision scenes to document damages. This may include: recorded statements from involved parties and witnesses, photos of the scene and detailed itemization of damage to City property. The City will also assist in providing detailed repair estimates / repair invoices for CRS to work from.
3. Any claims requiring legal assistance will be referred to the General Counsel for the City at no cost to the City. CRS waives all rights to fees on files referred to the City for pursuit through the courts.
4. Recoveries will be made payable to Claims Recovery Specialists on behalf of the City.
5. **CRS will submit these recoveries to the City, minus CRS's fee, monthly.**
The recoveries when submitted will include a statement, listing collision number, name of insured, damaged property, City amount and CRS amount.
6. For auditing purposes, CRS will keep all documents relating to claims for 1 year from the date of submission.
7. For accident reports that do not indicate insurance coverage, CRS will attempt to contact the driver by phone and send a "No Insurance Letter" to the at fault party, but will not begin their investigation until such time as the at fault party contacts CRS with pursuable insurance information.

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Requirements for the City:

1. Provide access to all city collision reports.
2. Provide detailed repair estimates / repair invoices for CRS to work from.

The Term of this agreement shall begin on the date signed and authorized by the City and end on the 30th day of June 2025. This contract will be renewed on a yearly basis if neither party serves written notice to the other thirty (30) days prior to the date of termination or with 30 days notice during the term of the contract. Notice may be sent via e-mail, phone call or certified mail to CRS's office or the City Clerk's office for the City.



CRS Representative

5-29-2024
Date

City Representative

Date