

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan, Alabama desires to obtain the representation of a law firm on an ongoing basis in court-related collection matters; and

**WHEREAS**, the law firm of Prim & Mendheim, LLC has provided an engagement letter setting out arrangements for billing of services and other terms and conditions of representation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into an engagement agreement with Prim & Mendheim, LLC for representation on an ongoing basis in court-related collection matters with terms and conditions as set out in the engagement agreement, which said agreement is attached to and made part of this resolution.

**Section 2.** That Mark Saliba, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said agreement and any associated documents for and in the name the City of Dothan.

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

H. SAMUEL PRIM, III\*  
LAUREN DONALDSON



**PRIM·MENDHEIM**  
ATTORNEYS AT LAW

R. CLIFF MENDHEIM†  
MORGAN P. HOGGLE‡

\*ALSO LICENSED IN FLORIDA,  
GEORGIA & MISSISSIPPI

†ALSO LICENSED IN TENNESSEE  
‡ALSO LICENSED IN FLORIDA

January 13, 2026

**BY EMAIL ONLY**

City of Dothan  
Attn: Ms. Lynn McInnes  
P.O. Box 2128  
Dothan, Alabama 36302  
[VMcInnes@dothan.org](mailto:VMcInnes@dothan.org)

**RE: Engagement Letter – Collections**

Dear Lynn:

The purpose of this letter is to confirm that your office agrees for Prim & Mendheim, LLC to represent it on an ongoing basis in collection matters. We look forward to a professional relationship with you. Our representation is limited to the matter described above. To the extent you wish to engage us to represent you in other matters, you may be required to sign a separate engagement letter.

This letter sets out our arrangements for billing for our services and other terms and conditions of our representation. We will, of course, be pleased to answer any questions you may have concerning these arrangements.

We will perform collection activity on a contingency basis. Our contingency fee will be 25% of any monies we collect prior to filing suit, and 33% of any monies we collect after filing suit, plus court costs. Our fee to domesticate foreign judgments is \$500.00 plus court costs. This contingency fee will be calculated as a percentage of the amount collected for each claim individually, after all previously advanced or reimbursed court costs have been refunded to City of Dothan. Our law firm's fee assessed against the debtor will be calculated on the outstanding principal and interest of the debt owed to you at the time of placement. We may add fees to debtor accounts depending on the financial responsibility agreement with the debtor. If the financial responsibility agreement allows additional fees our office will add appropriate fees to the debt placed with us, thus in theory lowering your out-of-pocket fee to Prim & Mendheim, LLC.

**Bankruptcy.** Upon notification of a bankruptcy of the debtor, City of Dothan shall promptly notify Prim & Mendheim, LLC. If our investigation reveals that there may be debtor assets available for distribution in connection with a bankruptcy claim, or, if our firm deems it in our client's best interests, our firm shall, unless otherwise notified in writing by our client, file a proof of claim. Our fee for drafting and filing a proof of claim is \$175.00, plus costs. Distribution of funds from bankruptcy trustees is to be made directly to our office and then to our client in the same manner as other collections. If our investigation reveals that there are no debtor assets available for distribution, our office will close the account.

Our firm will remit the net sum of funds collected, less our contingency fee, on a monthly basis, and we will invoice for any pre-approved out-of-pocket expenses incurred during the previous month.

Prim & Mendheim, LLC's primary method of sending and receiving written business communications is by email. While we may occasionally communicate via facsimile, U.S. Mail and/or express carrier, we anticipate that our primary method of communication with you will be by email. We will take such steps as are necessary to timely respond to any email inquiries and/or communications based on the level of urgency thereof. However, you acknowledge and understand that due to the significant number of electronic communications sent and received and information transferred on a daily basis, responses to your electronic communications may not always be instantaneous. Status requests, correspondence and emails on this matter should be sent directly to Lauren Donaldson at Prim & Mendheim via email to: [ldonaldson@pm-firm.com](mailto:ldonaldson@pm-firm.com).

Your office agrees to provide our office with all the documentation necessary to pursue collections. Contingency fees are due for payments on all accounts placed for collection, regardless of the source of payment, and includes payments by insurance companies, Medicaid and Medicare payments made directly to our firm or your office. Additionally, your organization agrees to notify our firm of any payment made directly to your office on accounts placed for collection.

City of Dothan will be responsible for all collection costs including filing fees, recording fees, garnishment fees and other necessary costs if we recommend legal action. We will only recommend suit if we feel confident that monies can and will be recovered barring any unforeseen change in the debtors' situation. In addition, collection costs shall also include any payment receipt and disbursement costs, such as but not limited to, credit card transaction fees, incoming and outgoing bank wire fees, and express or overnight courier fees.

Our firm will adhere to the Fair Debt Collection Practices Act as well as the Fair Credit Reporting Act. In addition, our firm will comply with particular client requirements in addition to the above.

This engagement letter is in no way an agreement that we will represent you on any counterclaim filed with the trial court or any appeal past the trial court. In the event any counterclaim or appeal is filed, further representation will also have to be agreed upon on a case-by-case basis. Any disputes arising out of or relating to this Engagement Letter shall be initiated and litigated in the court of appropriate jurisdiction of Houston County, Alabama. In the event our invoices are not paid as agreed upon, you agree to pay all expenses and costs of collection, including reasonable attorney's fees.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter at your convenience to confirm our representation. If any of the terms set forth above are not in conformance with your understanding of our agreement, please contact me immediately. We look forward to representing you.

Sincerely,

/s/ H. Samuel Prim, III

H. Samuel Prim, III

ACKNOWLEDGED and Agreed to:

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City of Dothan

(sign)

(printed name), as

(title/capacity), for