

**AGREEMENT FOR TAX SALE AND ADJUDICATED PROPERTY SALE SERVICES**

This Agreement for Tax Sale and Adjudicated Property Sale Services ("Agreement") is made and entered into by and between the City of Harahan, Louisiana ("Governing Authority") and Louisiana Municipal Advisory and Technical Services (LaMATS) Bureau ("Contractor"), to be effective as of the date of the last signature to this Agreement ("Effective Date").

Section 1. Contractor's Services. Contractor shall perform each of the services set forth on Schedule 1 to this Agreement attached hereto and incorporated by reference in its entirety (the "Services"). Contractor shall cooperate with Governing Authority and any other contractors providing services to Governing Authority as needed in the performance of the Services. **Contractor shall indemnify and hold Governing Authority harmless from and against all claims arising out of any act or omission by Contractor in the performance of the Services.** Contractor shall not, however, be required to indemnify for any claim resulting from the negligence of any person other than Contractor.

Section 2. Governing Authority's Cooperation. Governing Authority shall provide and / or facilitate the transfer of all information, data and property records, as well as provide access to all personnel deemed necessary or appropriate by Contractor for the performance of the Services. Property records must be provided at no cost to Contractor in a digital format, such as an excel spreadsheet at a minimum.

Section 3. Compensation. **All Services shall be at Contractor's expense and shall cost the Governing Authority no money whatsoever;** however, pursuant to La. Const. art. VII, Sec. 25, and the relevant sections of Title 47 of the Louisiana Revised Statutes, Governing Authority: (a) Shall authorize and encode tax sale related due process costs and adjudicated property related due process and closing costs in the amounts described on Schedule 1 to this Agreement and at the times directed by Contractor, and compensate Contractor in the amount of such costs for the performance of the applicable portion of the Services by Contractor to Governing Authority upon collection; (b) Acknowledges and agrees that the costs set forth on Schedule 1 are the actual costs of the tax sale and adjudicated property sale processes, and closing costs, and are incurred by Contractor; (c) Acknowledges and agrees that once Governing Authority encodes any cost, it shall not waive the costs for any reason, including, without limitation, as a result of removing a property from a sale for reasons of Governing Authority oversight or otherwise and that, in the event that Governing Authority waives the collection of the costs, Governing Authority shall pay the amount of such costs to Contractor; (d) in the event a property fails to sell, Governing Authority shall pay the amount of such costs to Contractor from proceeds generated from the sale of a different property; and (e) Acknowledges and agrees that Governing Authority shall act at all times as the tax collector of the delinquent amounts owed to it and/or described in this Agreement, with ultimate responsibility for giving notice to delinquent taxpayers in the manner required by law, advertising the sale of property for which taxes are delinquent, and selling property on the day of a tax sale, it being recognized by Governing Authority and Contractor that any assistance sought by Governing Authority with those tasks is performed in the name of Governing Authority and that the Services are in no way a wholesale outsourcing of Governing Authority's responsibility to collect delinquent amounts or conduct tax sales.

Section 4. Term; Renewal. **The term of this Agreement shall be 1 year; it can be canceled at any time** and shall commence on the Effective Date and shall continue until the first anniversary of the Effective Date. Unless previously terminated in writing prior to the expiration of the first 1 year term or any extended term, this Agreement shall automatically renew at the end of the first 1 year term and at the end of any extended term for additional and successive one-year periods, with each additional and successive one-year period extending the term of this Agreement.

Section 5. Miscellaneous. Contractor shall not be deemed an employee, servant, agent, partner or joint venturer of Governing Authority but rather shall provide services exclusively as an independent contractor to Governing Authority, as such term is defined in LSA 23:1021(7). All software, technology, systems, processes, discoveries, know-how, materials, procedures, concepts, databases, marks, and any and all other intellectual property used or improved upon during the performance of the Services shall be and remain the sole and exclusive property of Contractor. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

**CITY OF HARAHAH, LOUISIANA**

By: Tina Miceli  
Name: Tina Miceli  
Title: Mayor  
DATE: 5/5/16

**LOUISIANA MUNICIPAL ADVISORY AND TECHNICAL SERVICES BUREAU**

By: \_\_\_\_\_  
Name: Ronnie C. Harris

Title: Executive Director

DATE: \_\_\_\_\_

**SCHEDULE 1**

**ADJUDICATED PROPERTY SALE SERVICES**

Contractor shall perform, administer and otherwise execute on behalf of Governing Authority, or cause to be performed, administered and otherwise executed on behalf of Governing Authority, all sale related activities relative to properties adjudicated to Governing Authority as prescribed by and in compliance with LSA 47:2201, et seq.

- For properties adjudicated to Governing Authority, Contractor shall: (a) Perform a review, inspection and vetting for recording errors or other procedural deficiencies; and (b) Post to www.CivicSource.com properties deemed preliminarily eligible for sale. The sale process on posted property commences upon receipt of deposit, which an investor can place on any posted property directly through www.CivicSource.com.
- For properties receiving a sale-initiating deposit, Contractor shall: (a) Perform a 30-year title abstract; (b) Conduct an Attorney title review and prepare a title opinion; (c) Create a listing of all interested parties identified by the title opinion; (d) Prepare and mail all required notices to all interested parties identified by the title opinion; (e) Prepare and post official journal advertisements and interested party general notice publication; (f) Conduct a property inspection; (g) Perform title insurability underwriting work and analysis; (h) Any other research or certifications related to title insurance that assure the completed sale will result in an insurable title for the purchaser; and (i) Where applicable, issue a Title Insurance Commitment.
- For properties issued a Title Insurance Commitment, Contractor shall conduct an online public auction at www.CivicSource.com that features: (a) Online bidding, with continuous auctions recurring on the first Wednesday of each month (active properties permitting); (b) Recommended minimum bid thresholds; (c) Online access for adjoining landowners to request an alternative sale process; and (d) Electronic checkout and invoicing following the conclusion of the auction.
- For properties sold, Contractor shall provide: (a) HUD-1 settlement statement; (b) Affidavit of Compliance preparation and filing; (c) Non-Warranty Cash Sale Certificate preparation and filing; (d) Closing documentation preparation; (e) Full closing services; (f) Inscription cancellations; and (g) Policy of owner's title insurance.

**PRE-AUCTION DUE PROCESS & CLOSING COSTS**

For property adjudicated greater than 5 years from the filing date of the original tax sale deed or certificate, the following costs shall be encoded once applicable, as directed by Contractor, in Governing Authority's property receivables system and charged to the individual investor who initiates the auction process or to the successful bidder at sale. In the event of a pre-sale redemption, the costs shall payable by the redeeming party. Costs are subject to change.

<b>Pre-Auction Due Process</b>	<b>Cost</b>
Preliminary Property Verification Research (Pre-Listing)	\$175.00
Yard Sign Advertisement	\$50.00
Property Inspection	\$50.00
30-Year Title Abstract	\$175.00
Attorney Title Examination and Report	\$275.00
Interested Party Research and Identification	\$300.00
Legally Compliant First-Class + Certified Notice Sets	\$19.50/each
Yard Sign Notice	\$19.00
FedEx Notice (Where Needed)	\$25.00/each
Interested Party General Notice Publication	As quoted
General Sale Advertisement Publications	As quoted
Title Insurability Underwriting	\$375.00
Title Insurability Update (if necessary)	\$125.00

<b>Closing</b>	<b>Cost</b>
Payment Processing	\$10.00
Title Update	\$75.00
HUD-1 Settlement & Escrow	\$250.00
Closing Documentation	\$175.00
Owner's Title Insurance Policy <sup>1</sup>	\$150.00
Adjudicated Title Insurance Endorsement <sup>2</sup>	\$750.00
Notary Services	\$100.00
Inscription Cancellation	\$75.00/each
Non-Warranty Cash Sale Certificate Filing	As quoted
Statutory Compliance Affidavit Filing	As quoted
Courier & Delivery	\$50.00

**TAX SALE SERVICES**

Contractor shall perform or cause to be performed the following:

- Create delinquent property tax account profile in electronic storage and retrieval system for notices and notice related returns;

<sup>1</sup> Based on coverage of \$12,000 or less.

<sup>2</sup> Based on coverage of \$25,000 or less.

- Generate, digitize and disseminate required tax sale related documents, including: pre and post sale certified and first-class notice to all tax notice parties of record and all tax sale parties identified in the public record, general notice publications, advertisements and tax sale certificates;
- Conduct all public records research and catalogue results;
- Conduct federal bankruptcy and LTC change order research and catalogue results for incorporation into the sale process;;
- Skip trace tax notice parties of record and tax sale parties identified through public record research to ascertain up-to-date contact information to be utilized in notification efforts;
- Process and digitize all certified mail-related articles, including signed green cards and undeliverable mail items;
- Skip trace undeliverable certified mail articles to ascertain forwarding address information and resend certified notice of sale when new address information ascertained;
- Coordinate and facilitate tax debtor address confirmation calls;
- Provide telephone-based taxpayer customer service;
- Process telephone payments;
- Record or maintain logs of all correspondence, telephone calls and/or communications for access by Governing Authority representatives;
- Provide portal to conduct online tax sale;
- Generate, digitize and deliver tax sale certificates to Governing Authority to be filed; and
- Scan and upload filed tax sale certificates to tax sale purchaser accounts.

**TAX SALE COSTS**

<b>TAX SALE COSTS (ACCOUNTS &gt; \$100 ONLY)</b>					
<b>Activity</b>	<b>Specification Authority(ies)</b>	<b>Recuperation Authority(ies)</b>	<b>Amount (Real)</b>	<b>Amount (Mov.)</b>	<b>Encode Date</b>
Delinquent Tax Account Profile Origination in Electronic Storage and Retrieval System for Notices	La. R.S. 47:2122(23); La. R.S. 47:2153C(1); <i>Mennonite</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 10.00	\$ 10.00	Within 30 days of contract
Tax Debtor Skip Tracing Research	La. R.S. 47:2153A(1)(a); <i>Mennonite</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 60.00	\$ 60.00	
Tax Debtor Address Confirmation Calls	La. R.S. 47:2153A(1)(a); <i>Mennonite</i> ; <i>Jones</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 28.00	\$ 28.00	
First-Class Tax Notice Party Notice of Tax Sale <i>(Amount is per Notice)</i>	La. Const. art. VII, Sec. 25(A)(1); La. R.S. 47:2153A(1)(b); <i>Mennonite</i> ; <i>Jones</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 2.00	N/A	
First-Class Tax Notice Party Notice of Seizure & Sale <i>(Amount is per Notice)</i>	La. Const. art. VII, Sec. 25(E); La. R.S. 47:2141A	La. R.S. 47:2141B	N/A	\$ 2.00	
Delinquent Tax Account LTC Change Order Research	La. R.S. 47:2127B	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 12.00	N/A	30 days from prior encode
Tax Debtor Bankruptcy Research	11 U.S.C. 362	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 12.00	N/A	
Certified Tax Notice Party Notice of Tax Sale <i>(Amount is per Notice)</i> <i>(In the name of tax collector.)</i>	La. Const. art. VII, Sec. 25(A)(1); La. R.S. 47:2153A(1)(a); <i>Mennonite</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 17.50	N/A	
Certified Tax Notice Party Notice of Seizure & Sale <i>(Amount is per Notice)</i> <i>(In the name of tax collector.)</i>	La. R.S. 47:2141A	La. R.S. 47:2141B	N/A	\$ 17.50	
Tax Sale Party Public Records Research	La. R.S. 47:2153A(2)(a); <i>Mennonite</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 70.00	N/A	30 days from prior encode
Certified Tax Sale Party Notice of Tax Sale <i>(Amount is per Notice)</i>	La. R.S. 47:2153A(2)(b); <i>Mennonite</i> ; <i>Jones</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 17.50	N/A	
First-Class Tax Sale Party Notice of Tax Sale <i>(Amount is per Notice)</i>	La. R.S. 47:2153A(2)(b); <i>Mennonite</i> ; <i>Jones</i>	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 2.00	N/A	
Official Journal Publication <i>(In the name of tax collector.)</i>	La. Const. art. VII, Sec. 25(A)(1); La. R.S. 47:2153B(1)(a)	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	As quoted	N/A	> 45 and > 15 days prior to sale
Official Journal Publication <i>(In the name of tax collector.)</i>	La. R.S. 47:2141C	La. R.S. 47:2141C	N/A	As quoted	> 35 days prior to sale
Delinquent Tax Account LTC Change Order Research	La. R.S. 47:2127B	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 8.00	N/A	3 days prior to sale
Tax Debtor Bankruptcy Research	11 U.S.C. 362	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 8.00	N/A	
Online Tax Sale <i>(In the name of tax collector.)</i>	La. R.S. 47:2153B(6)	La. Const. art. VII, Sec. 25(B)(1)	\$ 15.00	N/A	

Tax Sale Certificate Filing	La. Const. art. VII, Sec. 25(A)(1); La. R.S. 47:2155	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2155	As quoted	N/A
First-Class Tax Sale Party Post-Tax Sale Notice <i>(Amount is per Notice)</i>	La. R.S. 47:2156	La. Const. art. VII, Sec. 25(B)(1); La. R.S. 47:2244; La. R.S. 47:2247; La. R.S. 47:2291B(2)	\$ 2.00	N/A