



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
Fax: 469-568-1119
Website: www.amsltd.us

COLLECTION AGREEMENT


The City of Harahan, Louisiana Mayor's Court hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services Corporation, ("AMSC"), to perform collection activities for the Municipality, and American Municipal Services Corporation desires to undertake such collection activities. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMSC citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations and/or warrants that will be sent to AMSC is represented or guaranteed by the Municipality. AMSC agrees to use their best efforts to collect those citations and/or warrants sent to AMSC by the Municipality. AMSC agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and/or court costs due to the Municipality. AMSC will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMSC staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMSC agrees to honor a defendant's request to contact the defendant during specified hours, or at a specified location.

AMSC will arrange for all defendants to send their payments directly to the Municipality. In the event a payment is sent to AMSC by a defendant, AMSC will immediately forward that payment to the Municipality. AMSC is authorized to accept payment by credit card, debit card, and bank account debit and the municipality will not be responsible for the processing or convenience fee charged by AMSC for providing this service. AMSC agrees that it will not deposit, endorse or otherwise negotiate any funds belonging to the Municipality.

AMSC is authorized to arrange payment schedules with defendants and to authorize partial payments, provided the entire amount to be paid by the defendant equals the total of the fine and costs established by the Municipality. AMSC agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMSC negotiate a payment plan. When a payment plan is established, AMSC agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to the Court. AMSC agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

X  City Rep Initials
1/24/19 Date

 AMS Rep Initials
1/23/19 Date

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by AMSC. AMSC is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the Municipality. AMSC agrees to constantly monitor their employees to insure all contacts with defendants are done in a polite, courteous, and helpful approach.

The Municipality agrees to review with AMSC on a regular basis the amounts paid on those citations and warrants referred to AMSC and to answer questions on specific accounts when a defendant claims they have already paid the fine, has served time for the offense, is the wrong person, or has had the case dismissed. AMSC agrees to provide the Municipality with a report on all cases sent to AMS for collection within seven days of receipt by AMSC and to monthly report to the Municipality on the cases AMSC has for collection.

The Municipality will add a Thirty Percent (30%) collection fee to the amount a defendant owes for each offense. AMSC, for its collection services with these accounts, is to be paid the Thirty Percent (30%) that is added to each offense. AMSC will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested. AMSC also recommends that the Municipality pass a local ordinance to this effect.

AMSC agrees to invoice within 15 days from final Municipality confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMSC will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

The Municipality may withdraw any citation at any time from AMSC. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least ninety (90) days prior to its renewal date for it not to renew.

α  City Rep Initials
1/24/19 Date

 AMS Rep Initials
1/23/19 Date

SIGNATURE PAGE

Municipality: Harahan, LA Mayor's Court
Address: _____
Telephone: _____ Fax: _____
Contact person: _____

City of Harahan, Louisiana Mayor's Court

Municipality will _____ will not _____ pass a local ordinance (please check one)

X Signature by: *Matthew R. Baulieu* Date: 1/24/19

Print Name: _____ Title: _____

American Municipal Services:

By: *Gregory L. Pitchford* Date: 01/28/19
Gregory L. Pitchford, Chief Financial Officer

X *[Signature]* City Rep Initials
1/24/19 Date

[Signature] AMS Rep Initials
01/28/19 Date

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services Corporation has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services Corporation, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

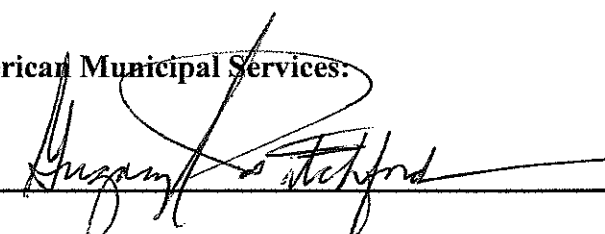
WHEREAS, American Municipal Services Corporation, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services Corporation hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions resulting from any activity of American Municipal Services Corporation, its agents, officers, staff, servants or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations or monies.

Agreed to, this the 23rd day of JANUARY, 2019.

American Municipal Services:


By: _____


Gregory L. Pitchford, Chief Financial Officer

MUNICIPALITY:

City of Harahan, Louisiana Mayor's Court

____ City Rep Initials
____ Date

 AMS Rep Initials
1/28/19 Date