

Agreement

WHEREAS, the Louisiana Municipal Advisory & Technical Services Bureau Corporation (the "Bureau"), a domestic corporation duly chartered under the laws of the State of Louisiana, has developed a program for the Louisiana Municipal Association for the statewide collection of delinquent municipal debts, including but not limited to utility bills, court fines, court fees, bonds and other receivables due to Municipal and Parochial Corporations; and,

WHEREAS, participating member Municipal or Parochial Corporations have adopted uniform policies with respect to the collection of these receivables; and,

WHEREAS, participating member Municipal or Parochial Corporations pursuant to law, as found at La.R.S. 33:361, are authorized to exercise any power and perform any function necessary, requisite, or proper for the management of their affairs not denied by law, including the power to impose, levy and provide for the collection of fees and taxes authorized by law; and,

WHEREAS, participating member Municipal or Parochial Corporations have determined it to be necessary and proper to the management of their affairs, by resolution duly adopted by their respective governing authorities, to enter into this Agreement with the Bureau for the collection of delinquent debts owed to their Municipal or Parochial Corporations, delinquent payments thereof and the penalties and fees thereon; now therefore,

WITNESSETH

THIS AGREEMENT is made between the Louisiana Municipal Advisory & Technical Services Bureau Corporation (the "Bureau") and the City of _____, Louisiana ("_____") this _____ day of _____, 2016, (collectively referred to as the "Parties") in the city of Baton Rouge, Louisiana.

It is mutually agreed between the Parties as follows:

1. The Bureau will make the necessary investigations, develop a database for _____, establish procedures for researching, contacting and settling all delinquent municipal debts provided by _____ for the period of the last three consecutive years, plus the current one.
2. The Bureau will bear all expenses incurred in connection with the above described services and such other services as described herein to be rendered for and on behalf of _____.
3. The Bureau will deposit all funds received from the collection of the delinquent municipal debt and any penalties and fees in an appropriate account for which accurate records will be maintained and made available to _____. Delinquent municipal debts collected for _____, less the twenty-five percent (25%) service charge payable to the Bureau, as herein agreed upon, shall be disbursed to _____ on a monthly basis, unless otherwise agreed.
4. _____ hereby designates the Bureau its agent for the assessment and collection of the delinquent municipal debts, delinquent payments of said debts and penalties on delinquent payments utilizing all procedures and actions authorized by ordinance or the laws of the state of Louisiana, and such procedures and actions may be invoked in the name of _____ without further authorization or approval by the governing authority of _____.
5. _____ acknowledges that it is an essential element of the program for all such debts to be paid to the Bureau, and no such debt, fee or fine, delinquent payments thereof and associated fees thereon will be accepted, waived or compromised by _____ directly from or with a debtor. All communications from a debtor received by _____ will be promptly sent to the Bureau via certified mail through the United States mail. In the event _____ should accept a payment of the delinquent municipal debt, delinquent payment thereof or a penalty therefore, the same shall be included in the computation of the service charge due to the Bureau under this Agreement.

6. _____ shall provide the Bureau with a report on all outstanding delinquent municipal debts for the last full calendar year (plus the current one) prior to the date of this Agreement.
7. _____ agrees the Bureau shall retain all of the twenty-five percent (25%) fee added to the delinquent municipal debt, fine or fee collected on behalf of _____ pursuant to this Agreement.
8. _____ represents, as evidenced by the attached certified copy of the resolution of its governing authority that it has duly adopted an ordinance authorizing its representative to enter into this Agreement on its behalf for the collection of delinquent municipal debts.
9. This Agreement shall become effective upon acceptance by the Bureau and shall remain in effect until December 31, 2016, and thereafter shall continue existence from year to year unless otherwise terminated in writing, delivered to the Bureau from _____ via certified mail through the United States Mail and postmarked not less than ninety (90) days prior to December 31st. Either party may end this agreement for any reason with a thirty (30) day notice.

LOUISIANA MUNICIPAL ADVISORY & TECHNICAL SERVICES BUREAU CORPORATION



By: _____ Date: _____
 Ronnie C. Harris
 Executive Director, LMA

CITY OF _____, LOUISIANA

By: _____ Date: _____
 Louisiana Municipal Advisory
 & Technical Services Bureau

Mayor