

COURT AGREEMENT

The City of Broken Arrow, Oklahoma, hereinafter referred to as “Municipality” retains American Municipal Services Corporation, hereinafter referred to as “AMSC”, to provide account resolution services for the Municipality. The relationship between the parties is to be governed by the terms of this Agreement.

Municipality agrees to periodically send pending court cases to AMSC for AMSC to work to resolve the outstanding citations, fines, and warrants with the defendants. AMSC agrees to use their best efforts to resolve the cases sent to AMSC. AMSC agrees to skip trace those accounts where it is determined that a current address is not known and to send each defendant a minimum of four letters. AMSC is to contact each defendant by telephone in an effort to have the defendant resolve the case in a manner established by the court. AMSC will limit all telephone calls to between the hours of 8:00 am and 7:00 pm Monday through Friday, and to between 8:00 am and 2:00 pm on Saturdays. No phone calls are to be made to a defendant on Sunday. All contacts between AMSC and defendants are to be by either telephone, mail, or the internet. No personal contacts are to occur.

AMSC is to arrange for defendants to send their payments directly to AMSC. AMSC will process all payments and will deposit all payments into a client account. Within 15 days from final Municipality confirmation of payments for the previous month, AMSC will forward to Municipality payment for all money received by AMSC on behalf of Municipality minus the AMSC collection fee. AMSC is authorized to accept payment by credit card, debit card, and bank account debit and AMSC may add their standard AMSC processing fee for providing this service. AMSC will provide Municipality with periodic reports on payments received and will provide Municipality with reports on payments received daily. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMSC is in the process of resolving, Municipality will notify AMSC of such payment and the fee due AMSC from said payment.

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date

AMSC is authorized to arrange payment schedules with defendants and to establish payment plans with defendants pursuant to guidelines established by the court. AMSC agrees that they will 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. AMSC will provide each defendant on a payment plan with payment coupons, return envelopes, and a payment amortizing schedule. Each payment plan is to be monitored by AMSC for compliance and if a payment is missed AMSC is to contact by telephone or mail the defendant in an effort to bring the payment plan current.

All expenses incurred by AMSC including postage, labor, telephone, skip tracing, etc. shall be paid for by AMSC. AMSC agrees to constantly monitor those staff members working on Municipality cases to ensure that all contact with defendants is done in a polite, courteous, professional, and helpful manner.

Municipality agrees to review on a regular basis with AMSC the amounts paid on those cases referred to AMSC and to answer specific questions on an account when the defendant claims that they have already paid the fine, has served time in jail for the offense, is the wrong person, that the cases has been dismissed, or other matters potentially affecting a case is brought to AMSC attention.

Pursuant to Oklahoma State Statute Title 11 Section 22-138 Municipality will add a Thirty-Five Percent (35%) collection fee to the amount defendant owes for each case sent to AMSC. AMSC is to be paid the Thirty-Five Percent (35%) collection fee on all monies received by Municipality for cases that have been assigned to AMSC to collect and have not been recalled by the Municipality to compensate AMSC for its services. AMSC agrees to invoice Municipality within 15 days from final 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 account is dismissed by the court for whatever reason, or the defendant is arrested.

Municipality owns all accounts sent to AMSC and may withdraw any case at any time. AMSC is required to follow the guidelines set by the court as to payment amounts, payment plans, total amount owed, and letters to be sent defendants. AMSC has no authority to change the amount a defendant owes Municipality, the fees charged a defendant by Municipality, or to dismiss a case. Either party to this agreement may terminate the agreement upon ninety (90) days written notice.

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date



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Carrollton, Texas 75007
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Fax: (469) 568-1119
www.amsltd.us

SIGNATURE PAGE

Municipality: Broken Arrow, OK

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____

Contact Person: _____

Title: _____

Signature: _____ **Date:** _____

American Municipal Services Corporation:

By: _____ **Date:** _____

Gregory L. Pitchford, Chief Financial Officer

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ 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 _____ day of _____, 2018.

American Municipal Services Corporation:

By: _____

Gregory L. Pitchford, Chief Financial Officer

MUNICIPALITY:

City of Broken Arrow, Oklahoma

_____ City Rep Initials

_____ Date

_____ AMS Rep Initials

_____ Date