

RESOLUTION NO. R24-07

A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH
COLLECTION BUREAU SERVICES, INC. FOR THE COLLECTION OF LAUREL
CITY COURT RECEIVABLES.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Contract with Collection Bureau Services, Inc., for the collection of Laurel City Court receivables (hereinafter "Collection Contract"), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Collection Contract on behalf of the City.

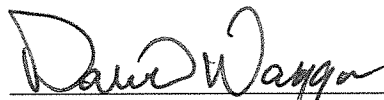
Introduced at a regular meeting of the City Council on the 13th day of February, 2024, by Council Member Canape.

PASSED and APPROVED by the City Council of the City of Laurel the 13th day of February, 2024.


APPROVED by the Mayor the 13th day of February, 2024.



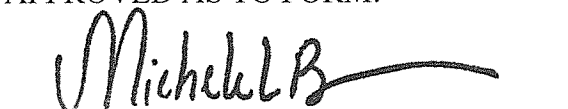
CITY OF LAUREL


Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

CONTRACT FOR COLLECTION SERVICES

Whereas LAUREL CITY COURT hereafter named as "Client," desires to engage a private collection agency for recovery of its delinquent accounts, and; Whereas Collection Bureau Services, Inc. (CBS) desires to provide these services; CBS will be the exclusive third-party collection agency used by Client for all new bad debt accounts referred to outside collection by Client after the Effective Date, as stated below.

Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client does hereby assign, transfer, and set over to CBS all debts currently in CBS' possession, hereby reaffirming all past assignments, transfers, and set overs, as well as all debts referred to CBS in the future, including, but not limited to, service fees, damages, costs, or any other fees or amounts allowed by law or agreement with the debtor, authorizing and granting CBS full right and power to collect, bring legal action, and discharge said indebtedness or claim in its own name and to do whatever it deems necessary to collect said amount. The undersigned covenants and represents that said amounts are justly due as of the received date and will provide verification upon request. Although payment may be received by Client from the government, an insurance carrier, the debtor or any other source, this does not revoke or in any manner affect the assignment or CBS's right to the funds.

Documentation

CBS may require certain documentation on accounts assigned for collection. Client agrees to furnish CBS with said documents, within 7 business days of CBS' written request.

Notice of Bankruptcy

Client agrees it shall inform CBS anytime it has reason to believe a consumer has filed for bankruptcy protection after Client has listed that consumer's account for collection with CBS.

Fee Schedule

The CLIENT will accept the following fee schedule as provided by CBS:

Accounts collected in the State of Montana

CBS will retain 20% of monies collected on those cases where judgment was entered prior to October 1, 2003. CBS will add 25% of the principal amount of the balances on those cases where judgment was entered on or after October 1, 2003. This 25% is to be CBS's fee in accordance with MCA 46-17-303; MCA 46-19-102. CBS will retain any allowed costs above the amount of the original judgment. The CLIENT will be responsible for filing satisfaction of these judgments.

Accounts collected outside the State of Montana

1. CBS will retain 50% of monies collected.
2. CBS will retain any allowed costs above the amount of the original judgment.

3. The CLIENT will be responsible for filing satisfaction of these judgments.

CBS will remit payment monthly to CLIENT.

Indemnity

Client hereby agrees to indemnify, defend and hold CBS harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which CBS may incur, suffer, become liable for, or which may be asserted or claimed against CBS as a result of the acts, errors, omissions or negligence of Client, whether such acts occur prior to listing of accounts, or afterwards.

CBS hereby agrees to indemnify, defend and hold Client harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which Client may incur, suffer, become liable for, or which may be asserted or claimed against Client as a result of the acts, errors, omissions or negligence of CBS, once the account has been listed.

Online Management System

Each employee authorized to access CBS' Online Management System (OMS) will be issued a username and password. Client must notify CBS immediately upon the employee's termination or loss of authorization to access the OMS.

Effective Date

This Agreement shall be effective for a period of twenty-four months beginning Feb., 2024 and ending Feb., 2026.

Agreement Renewal

This agreement will automatically renew for a like term upon expiration unless terminated in writing. Each new term becomes a new twenty-four month contract with identical terms.

Termination

This agreement may be terminated only by written notice, provided to CBS or Client no less than 90 days before the ending date. Such notice must be delivered to the parties at the addresses given below. For purposes of this section the postmark date will control.

Collection Bureau Services, Inc.
PO Box 7339
Missoula MT 59807-7339

LAUREL CITY COURT
115 WEST 1ST STREET
LAUREL, MT 59044

Confidentiality of Information

CBS and Client each agree and acknowledge that certain non-public personal information (NPI) may be revealed in the course of business interactions between the parties. It is understood and agreed that

neither party may use the NPI in any manner inconsistent with this contract. CBS and Client covenant and agree that they will implement security measures which safeguard the NPI.

Dispute Resolution

The parties acknowledge and agree that this Agreement shall be governed and construed in accordance with the laws of the State of Montana as to all matters including validity, construction, effect, performance and remedies. For purpose of any lawsuit, action, or proceeding arising out of or relating to this Agreement, the parties hereto agree that the proper place of venue shall be the State of Montana, county of Missoula.

Non-Waiver of Rights and Obligations

Failure on the part of either party to exercise any rights or privileges granted to it, or to insist upon the full performance of all obligations assumed by the other shall not be construed as waiving any such rights, privileges, obligations or duties, or as creating any customs contrary thereto. Any waiver of any such rights, privileges, obligations or duties must be in writing and such written waiver shall not operate beyond its terms.

Non-assignable

Neither party to this Agreement shall assign this Agreement or its rights or duties hereunder, nor any interest therein, without the prior written consent of the other party, except that CBS may forward accounts to agencies outside of the state of Montana when it determines it to be in the best interest of both Client and CBS.

Entire Agreement

This agreement constitutes the entire agreement between the parties with regard to this subject matter, and no other agreement, statement, promise, or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

Signature

Dated this 13 day of Feb., 2024.

LAUREL CITY COURT

By: David Wagner

Print: DAVID WAGBONER

Title: MAYOR

COLLECTION BUREAU SERVICES, INC.

By: Bob Foster

Print: BOBETT FOSTER

Title: Client Services