

Attachment 2

Madison Credit Bureau Assoc., Inc.

Agent for TRANS UNION Credit Information Co.

Madison Division
164 South Main St
Madison, GA 30650
Telephone: (706) 3 [REDACTED]
Fax: (706) 3 [REDACTED]

AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this ____ day of August, 2015, between City of Madison whose principal place of business is 132 North Main St, Post Office Box 32, Madison, GA 30650 and Madison Credit Bureau Associates, Inc., (hereinafter referred to as "MCB"), whose principal place of business is 164 South Main St, Madison, GA 30650.

WITNESSETH,

WHEREAS, City of Madison, from time to time during the term of this agreement, to submit to MCB for collection certain claims, accounts, or other evidences of indebtedness (hereinafter called "claims"), and

WHEREAS, MCB desires to provide City of Madison with collection services with respect to said claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. MCB agrees that all activities of MCB shall be carried out in compliance with all applicable federal, state, and local laws.
2. City of Madison hereby warrants that all claims forwarded to MCB will be valid and legally enforceable debts and that City of Madison will, both before and after forwarding said claims, comply with all applicable federal, state, and local laws with respect thereto. Further, City of Madison agrees to provide, whenever requested to do so by MCB: written verification of a claim; a copy of the judgment, if any, on which the claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from City of Madison.
3. If, any court of competent jurisdiction shall rule that any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
4. This agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
5. City of Madison and MCB agree that all actions taken by City of Madison and MCB pursuant to this Agreement shall be in accordance with the TERMS AND CONDITIONS, below. The Agreement, including the TERMS AND CONDITIONS, contains the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing.

TERMS AND CONDITIONS

The parties agree as follows:

City of Madison agrees to list accounts under the following terms contingent upon collection.

1st Placement Bad Debt Accounts 25 %

Legal Accounts 0 %
Legal fees will be billed to the debtor upon judgment.

MCB's fees are negotiated on a case-by-case basis utilizing such criteria as volume of accounts, age of accounts, quality of accounts etc.

MCB agrees to remit gross or net of all amounts collected approximately the 10th day of each month.

City of Madison agrees to notify MCB of any payment made to City of Madison.

It is agreed that MCB will not list accounts with national credit reporting agencies unless otherwise directed on an individual account basis by City of Madison.

6. City of Madison can withdraw from the contract at any time and retain control of any accounts upon said withdrawal with the exception of any account where payment is being remitted or litigation is in process.

7. Miscellaneous Legal Provisions.

This agreement shall continue in effect from year to year until it is terminated by any of the parties affixed hereto, who shall give at least six months notice in writing to the other party of their intention to terminate same.

This Agreement shall benefit and bind the parties and their heirs, executors, administrators, successors and assigns. This Agreement may not be modified except by written instrument signed by the parties. This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Agreement.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party: Madison Clerk P. O. Box _____, Madison GA 30650; MCB, 164 South Main Street, Madison, GA 30650

On and after the date of this Agreement, the parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and intentions of this Agreement.

This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement. If any provision of this Agreement is held unenforceable such provision shall be fully severable. The Agreement shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force.

The signatories state they have the authority to bind the party on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Madison Credit Bureau Assoc., Inc. (Seal) City of Madison by Mayor Fred Perriman (Seal)

Attest City Clerk Mellie Thomas (Seal)