

COLLECTION SERVICES AGREEMENT
FOR PARKING TICKETS, MOTOR VEHICLE AND TANGIBLE ACCOUNTS

AGREEMENT made on the date(s) entered below between:

ROSSI LAW OFFICES, LTD, (herein "ATTORNEY")
28 Thurber Blvd.
Smithfield, RI 02917

and

CITY OF CENTRAL FALLS
580 Broad Street
Central Falls, RI 02863

(Collectively herein the "PARTIES")

1. **COLLECTION/LEGAL SERVICES:** ATTORNEY agrees to provide to CLIENT its full range of debt collection and related legal services on all accounts referred to ATTORNEY from time to time for collection.
2. **CONTINGENCY FEES:** The ATTORNEY'S fee for services rendered under this AGREEMENT is contingent upon collection of each account referred for collection. The fee shall be equal to twenty-four percent (24 %) of any amount collected on the referred account, exclusive of recovered court costs. The contingency fees due shall be deducted from the money collected by ATTORNEY.
3. **ACCOUNT DOCUMENTATION:** CLIENT, by submitting any account for collection, acknowledges that at the time of submittal that the debt appears to be due as shown on its regularly kept and maintained business records of account.
4. **DIRECT PAYMENTS:** In the event CLIENT receives a payment directly from the debtor, CLIENT shall promptly report all such payments to ATTORNEY for proper credit to the account and to avoid any possible violation of the FDCPA and other applicable laws.
5. **REMITTANCES AND PAYMENT REPORTS:** ATTORNEY shall remit directly to CLIENT no later than the fifth business day of each month, all money collected and received by ATTORNEY in the preceding month net of collection fees then due. Along with said monthly remittance ATTORNEY shall provide a payment report itemizing each payment received by ATTORNEY and CLIENT during that month. The payment report shall include for each payment the debtor name, client account number, ATTORNEY'S account number, date the payment was posted, application of payment to the original amount due or to interest (if any), balance if any remaining and the ATTORNEY'S fee due for each collected amount.
6. **LEGAL PROCEEDINGS AND CLIENT'S AUTHORIZATION:** Following substantial completion of the pre-legal phase of collection services, ATTORNEY may file lawsuits

against those debtors that ATTORNEY, in its sole discretion, determines at the time of the commencement of the suit, to be financially capable of paying the delinquent account(s). However, no lawsuit will be filed by ATTORNEY without the prior authorization of CLIENT and CLIENT shall have the exclusive discretion to decide not to commence or proceed with a lawsuit on any account.

ATTORNEY does not warrant or guarantee to CLIENT that any lawsuit will be successful and the money claimed due will be collected.

It is further understood that prior to filing any lawsuit for collection ATTORNEY will require from CLIENT sufficient documentation of each account to legally support the claim sued upon as well as an affidavit of a competent witness in proof of the claim. The said affiant must be an owner, member or employee of CLIENT who has sufficient knowledge of or supervises the maintenance of records of account kept in the ordinary course of CLIENT'S business. No lawsuit will be commenced until such documentation and affidavit are provided and signed.

7. **COURT COSTS:** ATTORNEY shall advance all court costs and sheriff/constable fees and any other costs and fees related to the lawsuit and judgment collection. However, it is understood that the CLIENT will be responsible for the reimbursement of those costs in the event they are not recovered from the debtor. ATTORNEY may in its sole discretion decide when a lawsuit and judgment is no longer worth pursuing for payment whether due to change in the debtor's economic circumstances, moving from the jurisdiction, bankruptcy, death or any other reason ATTORNEY determines in good faith and after due diligence that any further efforts at collection would be futile. Upon such determination, ATTORNEY shall bill back to CLIENT such court costs, sheriff/constable fees and other costs and fees actually advanced. Such costs and fees will be shown on the monthly remittance reports provided in Paragraph 5 and shall be deducted from the money collected by ATTORNEY in the same manner as deducting its fees due. The charge back of court costs shall not exceed the sum of \$120.00 for any individual debtor lawsuit. The CLIENT shall not be responsible for more than \$120.00 in costs or fees for any lawsuit.
8. **TRUST ACCOUNT:** All money collected on behalf of CLIENT shall be deposited in an IOLTA client trust account held in a federally insured financial institution in accordance with applicable State Supreme Court rules governing such accounts.
9. **APPLICATION OF PAYMENTS:** All payments shall be applied first to court costs advanced under Paragraph 7 (if any) then to the interest (if any) and then to the principal amount due starting with the earliest tax year or earliest ticket due.
10. **SMALL BALANCE ACCOUNTS:** A small balance account is considered to be any account less than \$350 in the total aggregate owed by the individual debtor. Due to the cost of court filing fees and sheriff fees, it is understood by CLIENT that it is economically impractical to file suit on small balance accounts. ATTORNEY will provide its full pre-legal collection services on such accounts to the extent permitted by the FD CPA and other applicable laws and regulations.

11. **TERMINATION:** This agreement may be terminated by any party upon ninety (90) days written notice. It is understood that in the event of such termination by any party, ATTORNEY shall be immediately entitled to the remainder of its collection fees due and shall be immediately reimbursed for all court and other costs advanced by ATTORNEY under Paragraph 7 and not yet recovered from the debtor or billed back to the CLIENT.

12. **GOVERNING LAW/JURISDICTION:** This agreement shall be governed and construed under the laws of the State of Rhode Island. Any dispute between the parties shall be resolved in accordance with the laws of the State of Rhode Island and it is agreed that the courts of the State of Rhode Island shall have exclusive jurisdiction of any lawsuit brought against any party for any alleged breach of this agreement in whole or in part.

13. **ENTIRE AGREEMENT:** This document contains the entire agreement of the Parties and cannot be amended or changed except by another written agreement subsequently signed by all the parties.

14. **CREDIT REPORTING AUTHORIZATION:**

CLIENT desires credit reporting. See attached addendum. _____

CLIENT does not want credit reporting. _____

This AGREEMENT shall become effective as of the latest dated signature below or on the latest dated signature on the Business Associate Agreement, whichever date is last .

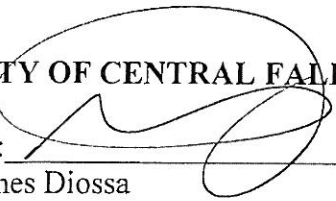
ROSSI LAW OFFICES, LTD.

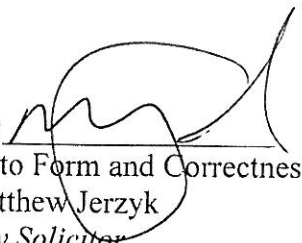
BY: 


ITS: Pres

DATE: 3-15-15

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance
Officer

Date: March 11, 2015