

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA ENTERING INTO AN AGREEMENT WITH JOHNSTOWN CREDIT BUREAU TO PROVIDE COLLECTIONS SERVICES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME

WHEREAS, the City of Johnstown is committed to the enforcement of codes in the City of Johnstown; and

WHEREAS, the City desires assistance to collect unpaid fees, fines and services for the provision of code enforcement, cleanup and remediation services throughout the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City Manager is hereby authorized and directed to execute the attached agreement with Johnstown Credit Bureau on behalf of the City of Johnstown and all actions necessary to effectuate same as provided therein.

ADOPTED: February 8, 2023

By the following vote:

Yeas: Mr. Arnone, Ms. Huchel, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Mrs. Mock, Rev. King
Nays:
Absent:



Frank J. Janakovic, Mayor
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is a true and correct copy of Resolution No. **10553** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this _____ day of _____, 20____ between _____
_____ (hereinafter referred to as "Creditor"), whose principal place of business is
_____, and _____ (hereinafter referred to as
"Collector"), whose principal place of business is _____

WITNESSETH:

WHEREAS, Creditor, desires, from time to time during the term of this Agreement, to submit to Collector for collection certain claims, accounts or other evidences of indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor 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:

Collector agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.

1. Creditor hereby warrants that all claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said claims, comply with all applicable federal, state and local laws with respect thereto. Furthermore, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a claim, an invoice or statement on company letterhead, a copy of the judgment, if any, on which a claim is based; the name and address of the person or entity to whom the debt was originally owed, if different from Creditor, and in some cases, an itemized or detailed statement showing exactly what the amount owed is for.
2. 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 the said ruling.
3. This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
4. Creditor and Collector agree that all actions taken by Creditor and Collector pursuant to this Agreement shall be in accordance with the TERMS AND CONDITIONS, if any, set forth on the reverse side hereof. Said TERMS AND CONDITIONS have been signed by both parties and are hereby made a part of this Agreement as fully and effectually as if they were set forth herein. Thus, whenever the term "Agreement" is used herein, it shall be construed to include said TERMS AND CONDITIONS. This 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 signed by both parties.
5. Johnstown Credit Bureau, Inc. and its employees agree to maintain the confidentiality of any information with regard to accounts placed for collection with Collector by Creditor. Johnstown Credit Bureau, Inc. follows the regulations as outlined in the Fair Debt Collections Practices Act and does not resell its information to any third parties.

6. You may choose to add our collection fee to the amount owed to you by the debtor. However, if you decide to do this and the debtor pays you directly, you ***MUST*** include and collect our fee. If you do not collect our fee when accepting payment directly from the debtor, this will be considered a ***"DIRECT PAYMENT"*** and will be registered as such in our office. Our fee will then be deducted from the amount originally owed to you before a check is mailed to you.

7. If an account is placed with us in error, you must notify our office within thirty (30) days. If you do not notify us within the thirty (30) day time period, there will be a \$10 service fee per account to remove the account from our system. This fee is to cover the cost of adjusting the consumer's credit file, mailing costs, labor, etc.

8. There is a 6% PA sales tax on all money that is collected. The client is responsible to pay this sales tax and will be billed accordingly. Those clients that are tax exempt are required to provide our office with proof.

9. Coding of accounts will be at the discretion of the Johnstown Credit Bureau, Inc. Johnstown Credit Bureau, Inc. will decide what is the most effective way to code the accounts for reporting purposes.

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

Creditor (Company Name)

Collection Agency

Signature

Signature

Printed Name & Title

Printed Name & Title

Street Address

Date

City, State and Zip

Phone Number

Fax Number

Email

Date