



SRI SERVICES MASTER AGREEMENT

THIS AGREEMENT, executed on this _____ day of _____, 20_____, is entered into by and between SRI, Incorporated (hereinafter “SRI”) an Indiana Corporation, 8082 Bash Street, Indianapolis, Indiana 46250, and City of Hammond, Louisiana by and through Pete Panepinto, Mayor, (hereinafter “the City”) 310 East Charles Street, Hammond, Louisiana 70401. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, SRI and the City hereby agree as follows:

Whereas, City of Hammond’s Finance Director & Ex Officio Tax Collector (hereinafter “Tax Collector”) has the duty and responsibility to collect ad valorem taxes owed to the City of Hammond in the manner required by the constitution and laws of the State of Louisiana; and

Whereas, SRI has the personnel, software, and expertise to economically undertake certain tasks as directed by the Tax Collector in preparation for the ad valorem taxes by the Tax Collector.

1. **Services to be Performed.**

(a) SRI agrees to perform those services set forth in Exhibit A attached (hereto and incorporated by reference as if fully articulated into this agreement) as directed by the Tax Collector, in preparation for and in connection with the Tax Collector’s performance with the tax title sale process governed by La. R.S. 47:2153, *et seq.* The City, through its tax collecting and information technology personnel, agrees to perform the services designated to be performed by the City in Exhibit A.



(b) SRI agrees that the Tax Collector retains all rights and discretion to direct all aspects of the tax sale process, to determine which properties shall be included in each part of the process, to direct the substance of the notices to be sent and advertisements to be published, to direct the substance of other tasks, to remove properties from the process, and to provide such other direction as deemed necessary. All notices, advertisements, and communications shall be created by the City and sent under the name of the City of Hammond Tax Collector and SRI shall provide only the personnel, software and related services for the preparation, mailing, publishing, and other services as directed by the tax collector.

2. **Timing of Performance.** SRI will commence providing the services described in this Agreement and its Exhibit A on February 2nd, 2017, or such later date as may be mutually agreed upon in writing by the City and SRI (hereinafter “the beginning date”).

3. **Fees and Expenses.** The professional services provided by SRI hereunder shall be subject to the following terms and conditions regarding the payment of fees and expenses. In consideration of the services provided by SRI pursuant to this agreement and its Exhibit A, the City agrees to assess, on each property included in the delinquent tax and tax sale eligible list (hereinafter “the certified list”) as determined by the Tax Collector and in accordance with the calendar of events described in Exhibit A hereto, the applicable fees articulated in Exhibit A as a cost or expense of the sale in connection with the tax sale process (hereinafter “the Service Fees”). The service fees shall be collected by the city on all parcels on the certified list and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The City shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the certified list as provided in Exhibit A hereto. SRI understands, acknowledges, and agrees that in no event shall SRI’s invoices exceed the amount of Service Fees actually collected by the city.



4. **Term of Agreement.** Unless sooner terminated by SRI or the City pursuant to the terms of this Paragraph 4, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. This agreement shall be automatically renewed for subsequent terms of one (1) year unless at least 30 days prior to the expiration date of the initial term or any subsequent term hereto gives written notice to the other party of its intention to terminate the agreement. Further, the city may terminate this agreement during the term hereof after giving SRI thirty (30) days prior written notice of its intention to terminate this agreement. SRI may terminate this agreement during the term hereof after giving the City ninety (90) days prior written notice of its intention to terminate the agreement.

5. **Information to be Provided by City.** The City hereby agrees to provide SRI in a timely manner with all reports, data and information as requested by SRI which are reasonably necessary for the performance of this agreement and further agrees that SRI may rely on all such reports, data and information in performing the services set forth herein and in all addenda made a part hereof.

6. **Limitation of Liability.** The City hereby agrees that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the City or its agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of SRI. The City also agrees that in no event shall SRI be held liable, be asked to return funds that it was already paid nor be denied payment for work performed if the Service Fees are deemed inappropriate by a court of competent jurisdiction.



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7. **Right to Contract.** SRI and the City each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable Law.** This Agreement shall be governed and interpreted by the internal laws of the State of Louisiana without reference to its choice of conflict of law rules.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.



13. **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder, unless such termination is necessary due to such court order.

14. **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

15. **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

16. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

17. **Confidential and Proprietary Information.** SRI recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. SRI hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless required by law or upon obtaining the prior written consent of the City. In the event of a breach, whether actual or anticipated, by SRI of the



provisions of this Paragraph 17, the City shall be entitled to an injunction or other legal or equitable remedy pursuant to which SRI shall be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information.

18. **Independent Contractor.** The parties hereto understand and agree that SRI shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the City, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the City harmless from and against any and all claims for the same period. SRI acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the City for any purpose whatsoever, including for purposes of Worker's Compensation.

19. **Miscellaneous Compliance Provisions.**

(a) SRI affirms that under the penalties of perjury that it does not knowingly employ an unauthorized alien. SRI shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. SRI shall not be required to participate in the aforementioned program, should the E-Verify program cease to exist. SRI shall not retain an employee or contract with a person that SRI subsequently learns is an unauthorized alien. SRI shall require its subcontractors, who perform work under this agreement, to certify to SRI that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. SRI agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(b) SRI and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to his or her, tenure, terms, conditions or privileges or any matter directly or indirectly related to



employment, because of his or her race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

20. **SRI, Inc. Shall:**

(a) Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all of its records and support documentation applicable to the contract for a period of three years, except those records that are subject to audit findings shall be retained for three years after such findings have been released.

(b) Permit the audit by the City or its designated representative of all its records relative to the contract at any time.

(c) In the event of an audit, SRI shall deliver the records or have the records delivered to the city's designated representative at an address designated by the city within the City of Hammond. If the city's designated representative finds the records delivered to be incomplete, SRI shall pay the representative's costs to travel to SRI's offices to audit or retrieve the complete records.

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In witness thereof, the parties have executed this agreement by their duly authorized representatives as of the date first written above.

SRI, Incorporated

City of Hammond, Louisiana

By: _____

By: _____

Printed: James B. Hughes

Printed: _____

Its: President

Its: _____

Date: _____

Date: _____



2017 EXHIBIT A TO SRI SERVICES MASTER AGREEMENT

All services to be performed by SRI, subject to the provisions of paragraph 1(a) and (b), unless specifically provided herein to be the obligations of the City. All notices and other communications shall be sent in the name of the City of Hammond Tax Collector, and in a form created and approved by the Tax Collector. SRI shall not mail any notice or submit any publication without specific instruction to do so by the Tax Collector.

1. January 31, 2017 – The City of Hammond will add the 1% interest fee for February to the delinquent tax roll.
2. February 2, 2017 – The City will send the delinquent immovable parcel roll to SRI. Included in this file will be all relevant property information necessary for rendering a certified delinquent notice as well as conducting interested party research. The City will commence sending an updated file to the SRI SFTP site each evening.
3. February 10, 2017 - The City will add a \$14.75 (fourteen dollars and seventy-five cents) certified delinquent notice fee to each parcel. SRI shall receive the certified delinquent notice fee for each parcel wherein the fee is collected, beginning March 1, 2017 and every month thereafter. SRI shall send a sample notice for approval.
4. February 11, 2017 – City approves the language of the notices to be sent.
5. February 14, 2017 – Delinquent notices sent via certified mail.
6. March 3, 2017 – The City will add the SRI fee of \$52.00 (fifty-two dollars) for the Interested Party Research and Certified Noticing.
7. The City will remit to SRI \$52.00 (fifty-two dollars) per parcel that is collected as a cost of the sale for all delinquent tax payments and for each parcel sold at auction thereafter. This fee is to be paid on a monthly basis to SRI beginning in April of 2017 and shall be included with the monthly payment report.
8. March 9 – March 31, 2017 SRI commences 30-year mortgage & conveyance research for immovable properties only. The City of Hammond shall promptly submit updates for any change in ownership filings that occur within this period.



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- 9. March 21, 2017 – SRI to draft text for Interested party notices and submit to the City of Hammond for approval.
- 10. March 23, 2017 – City of Hammond to provide approval of interested party notice text
- 11. April 1, 2017 – Research is concluded, SRI will formulate notices to all interested parties learned from the research.
- 12. April 1, 2017 – the City of Hammond ads 1% interest to each parcel within the delinquent immovable file.
- 13. April 3, 2017 – SRI mails certified delinquent notices to all interested parties discovered through research as well as property owners if they do not reside on the land subject to the tax sale or if the land is unimproved assessed land. SRI will not send notices to the owners of property who are currently residing at the property subject to the tax sale.

In witness thereof, the parties have executed this exhibit by their duly authorized representatives as of the date included with the signature.

SRI, Incorporated

City of Hammond, Louisiana

By: _____

By: _____

Printed: James B. Hughes

Printed: _____

Its: President

Its: _____

Date: _____

Date: _____