

JUN 15 2009

ORDINANCE NO. 2728

J. Ronald Colyer
City Clerk

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY AMERASSIST A/R SOLUTIONS, INC. OF COLUMBUS,
OHIO TO RENDER SERVICES TO THE CITY OF COLUMBIA,
ILLINOIS IN CONNECTION WITH THE COLLECTION OF PAST
DUE ACCOUNTS OF THE COLUMBIA EMERGENCY MEDICAL
SERVICE DEPARTMENT.**

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to employ a firm to provide services to the City for the collection of past due accounts of the Columbia Emergency Medical Service Department;

WHEREAS, the City Council of the City has chosen AmerAssist A/R Solutions, Inc. of Columbus, Ohio, as the appropriate company to employ to provide such collection services; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the agreement to employ said firm to provide collection services on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois does hereby authorize the employment of AmerAssist A/R Solutions, Inc. to provide services on behalf of the City in the collection of past due accounts of the Columbia Emergency Medical Service Department; and does further authorize and direct the City Administrator to execute and deliver the "Binary Collection Program Service Agreement", in the form attached hereto evidencing such employment of AmerAssist A/R Solutions, Inc. to provide such collection services on behalf of the City, which agreement is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

Section 3. This ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Stumpf moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Hejna, and the roll call vote was as follows:

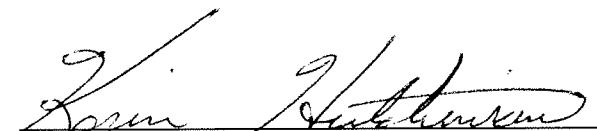
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 15th day of June, 2009.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No.2728 entitled:

**“AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY AMERASSIST A/R SOLUTIONS, INC. OF
COLUMBUS, OHIO TO RENDER SERVICES TO THE
CITY OF COLUMBIA, ILLINOIS IN CONNECTION WITH
THE COLLECTION OF PAST DUE ACCOUNTS OF THE
COLUMBIA EMERGENCY MEDICAL SERVICE
DEPARTMENT.”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 15th day of June, 2009.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 15th day of June, 2009.


J. RONALD COLYER, City Clerk

(SEAL)

INTERNET TRANSMITTER MAIL SYSTEM(S) SYSTEM NUMBER(S) _____

New Reorder Rewrite DATE **June 15, 09**

BUSINESS TYPE DESCRIPTION **EMS**

SIC CODE _____

CLIENT NAME **City of Columbia (Columbia EMS)**

ADDRESS **P.O. Box 467**

CITY **Columbia**

STATE **IL**

ZIP **62236**

TELEPHONE AREA CODE **618** NUMBER **281-4163**

ADDTL. PHONE **618-281-7144 x112**

NAME OF SYSTEM USER **Shannon Bound**

TITLE _____

EMAIL **sbound@columbiaillinois.com**

PRIMARY PHASE SERVICE

Level of Service:

Exec

Plus

Basic

Lite

FULL SYSTEM
PRICE

\$6,000.00

AMOUNT
RECEIVED

\$1,200.00

Transmitters Per
System:

100

250

500

1,000

SALES
TAX

ACH
BALANCE

Optional Contacts: Medical Contacts Spanish Contacts

Payment Type: PD ACH

INV PTO P.O.

SECONDARY PHASE WORKOUT DIVISION (SPWD) - TRANSFER AUTHORIZATION AND FEE SCHEDULE

AmerAssist agrees that any account completing the Binary Program's Primary Phase (approximately 120 days of pursuit) uncollected, will automatically be transferred to the company's Secondary Placement Workout Division for intensive workout recovery service. AmerAssist's Workout Division will service transferred accounts for the standard 50% contingent collection fee schedule for second placements (including litigation, when warranted, at AmerAssist's expense) in accordance with the terms and conditions stated on both sides of this agreement.

<input checked="" type="checkbox"/> Secondary Placement Transfer Authorization	(*) Client maintains a right to decline assignment to AmerAssist's Workout Division on all accounts for thirty (30) days from the Notice of Transfer date, which will be sent after the Binary Program's Primary Phase is completed.	
<input type="checkbox"/> Client Initials	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
- or -		
Primary Phase Only		

<input checked="" type="checkbox"/>	In accordance with the Federal Fair Debt Collection Practices Act, please indicate whether you will litigate, if needed, on consumer collections.	
<input type="checkbox"/> Client Initials	%	Optional Settlement Authority - As a last resort, SPWD collectors are authorized to settle accounts for the percentage indicated of the amounts due to effect collection in the Secondary Phase.

CHECK BY PHONE PAYMENTS

PAYMENT BY CHECK - PLEASE MAKE PAYABLE TO AMERASSIST

Check By Phone Payment: Client authorizes AmerAssist to produce and deposit the following draft(s) made payable to AmerAssist, which may be converted to an electronic debit payment (ACH) against client's bank account. Note: If name or address on check is different from that listed above, please provide correct information in the REMARKS section below.

Bank Name	Bank Acct. Number	
Address 1	Address 2 (If Applicable)	
City	State	Zip
ABA/Routing #		
Check Date(s)	Check Number(s)	Check(s) Amount
		\$ 00

REMARKS **Invoice Client for remaining balance of \$4,800.00 ONLY after collecting \$6,000.00**

<input type="checkbox"/> Client Initials	Placement Payment Option (PPO)
Client agrees that as collections are received they may be applied by AmerAssist against the Full System Price until balance due on the system is paid in full. Client further agrees to remit all monies paid directly to client until balance due on the system is paid in full.	

CLIENT ASSOCIATION **DM**

Client Authorization: AmerAssist shall provide complete collection services on every account submitted. If an account is transferred to AmerAssist's Secondary Placement Workout Division, the company shall negotiate, secure, and process payments on submitted accounts and forward recovered funds monthly net of contingent collection fees in accordance with the Secondary Placement fee schedule above. There is no time limit on the Primary Phase services so long as the annual \$75 computer maintenance fee has been remitted at the end of each twelve (12) month period following the date of purchase. There is no time limit on the Secondary Phase of service. All payments and arrangements must be communicated directly to AmerAssist's headquarters in Columbus, Ohio. Collection forms, services and procedures may be changed from time to time due to applicability, availability, and/or to comply with state and federal regulations. All orders final only after accepted at Columbus, Ohio.

I have read the reverse side of this agreement and fully understand the terms and conditions of the services performed and the guarantee. This written agreement constitutes the entire agreement between the parties and cannot be changed except in writing by the parties.

Client Authorization Signature

PRIMARY REP **David DaCunha**

Print Name

125

Number

SECONDARY REP

Print Name

Number

Print Name

(my faxed signature may be accepted as an original)

CHARGE MY CREDIT CARD

AMEX VISA MC DISCOVER

Card Number

Expires

CCV#

AMERASSIST AUDIT BUREAU MEMBERSHIP – This Binary Collection Program provides you with membership in the AmerAssist Audit Bureau (AAB). Members will be provided with a membership certificate, audit bureau verification pre-collection notices, payment acknowledgement and thank you letters, bad check protection decals, past due stickers and Primary Phase service activity reporting. AAB members are also entitled to the AmerAssist 100% Moneyback Guarantee on Binary Systems with quantities up to 1,000 accounts, as stated below.

TERMS AND CONDITIONS OF THE BINARY PROGRAM'S PRIMARY PHASE MONEYBACK GUARANTEE – AmerAssist guarantees that you will receive four times (400%) your paid in full system price covered by the service agreement, during the Binary Program's Primary Phase, in compliance with the terms and conditions below through the complete use of the system or AmerAssist will, at its option (1) Provide a full refund on the system's purchase price, or (2) refund the difference between the amount collected and four times the system price invested. This 400% amount will be determined by totalling the sum of stop service notices on placements as a result of cash collections, rewritten contracts, installment agreements, notes, returned merchandise, and/or settlements made with debtors. A refund application may be submitted ninety (90) days from the date AmerAssist receives the last of all qualifying (as defined below) original or replacement transmitters covered by the service agreement. The total of the originally submitted amounts on all transmitters, where service was stopped, will be credited to the guarantee.

Refund eligibility terms require that the total system price shall have been paid in full, and the \$75 annual computer maintenance fee (CMF) must also be paid when due to prevent system expiration, and client shall have complied with all terms and conditions herein and on the reverse side of this agreement. If the system is allowed to expire due to non-payment of the CMF, then this guarantee will be null and void. You must also submit to AmerAssist qualifying accounts equal to the total number of transmitters included per system. AmerAssist reserves the right to verify refund eligibility. If upon applying for a refund, you are determined to be ineligible, AmerAssist will still continue working more accounts for free until the 400% return on investment is achieved.

Accounts that qualify must be (1) persons or companies that legally owe you at least five times AmerAssist's fee per transmitter, that are not contested, and are also, (2) contactable by mail and/or phone through information furnished by you. If mail is returned, AmerAssist will notify client of the skip and the client may obtain a replacement transmitter by returning the mail return notification with a check for \$3.00 (on Basic and Lite systems) to cover handling costs within 60 days of notification. If a replacement request is not made within 60 days, the account will be classified as paid in full and that amount will count toward satisfaction of the guarantee. Note: on "Plus" and "Executive" levels of service (see front of Service Agreement) the \$3.00 fee is waived as free replacements are part of the service for any uncollected account (see below). Non-qualifying accounts are those where prior legal action was taken or accounts where judgements have been obtained, bankruptcies, and accounts which are past due twelve (12) months since last payment or charge. This written guarantee constitutes the entire agreement between parties and cannot be changed except in writing by the parties.

SPECIAL TERMS AND CONDITIONS OF THE PLUS AND EXECUTIVE LEVELS OF SERVICE AND THEIR EXCLUSIVE 100% GUARANTEE – AmerAssist will provide the services of professional collectors, to make payment demands throughout the Primary Phase of the Binary Collection Program, on systems purchased with **Plus** or **Executive** levels of service (as designated on the reverse side of this service agreement) to accelerate results and maximize recovery ratios. All payments will be directed to AmerAssist for complete processing and administration. AmerAssist will remit a monthly check for all payments received with a detailed debtor transaction report. Plus and Executive levels of service (see system instructions booklet) also include status reports to credit bureaus nationally (except in Massachusetts) on each debtor assigned. Furthermore, in addition to the Moneyback Guarantee stated above, AmerAssist guarantees 100% collection on this service, i.e., if any account goes through the program's Primary Phase without payment, a replacement transmitter will be promptly issued upon request without charge. AmerAssist will repeat this process up to three times, if necessary, or until collections are attained on 100% of the system's transmitters. This exclusive guarantee is not applicable on the Basic and Lite level of service programs, Monthly Bill Systems, or on Volume Discount (V) Systems with quantities in excess of 1,000 accounts.

SECONDARY PLACEMENT WORKOUT DIVISION SECONDARY PHASE TERMS AND CONDITIONS – Any account remaining uncollected after completion of the Binary Program's Primary Phase (approximately 120 days of pre-litigation collection efforts) will automatically be transferred to AmerAssist's Secondary Placement Workout Division (SPWD) for comprehensive, hard-core collection service (including litigation, when warranted, at AmerAssist's expense) as a second placement, if client has authorized transfer to SPWD on the front side of this agreement. SPWD will service transferred accounts in accordance with the terms and conditions stated herein and on the front side of this agreement.

Upon completion of the Binary Program's Primary Phase, AmerAssist will send Client a Transfer of Assignment Notice on any uncollected accounts. Client agrees that transfer to the Binary Program's Secondary Phase (SPWD) will occur automatically and the following terms will become effective unless client exercises their option to decline transfer to SPWD within thirty (30) days from the Notice of Transfer date.

AmerAssist's SPWD will process all debtor payments and remit a check each month to Client (less collection fees charged as specified - usually 50%), along with a statement detailing all transactions processed. AmerAssist is entitled to full commissions on all monies recovered, whether paid to SPWD or directly to Client. Client agrees that AmerAssist may deduct its collection fees from debtor payments, including for those paid directly to client, and will promptly notify AmerAssist of all payments received.

In accordance with the Standard Contingent Fee Schedule on the front side of this agreement, AmerAssist will charge a 50% fee on accounts forwarded to a collection attorney for litigation, skips/mail returns (which are automatically accelerated through cycle for transfer to SPWD), NSF checks, accounts with balances less than \$100, accounts previously worked by another collection agency (second placements), and accounts past due over twelve (12) months since last payment or lacking a last payment date on the transmitter.

The applicable contingent fee will only be charged on one-half the amount credited to the respective debtor's account, for returned merchandise. AmerAssist shall be authorized to endorse and deposit to its trust account all remittances received from debtors made payable to Client. Prior to forwarding any account to a collection attorney, AmerAssist will request Client approval. When litigation is warranted, AmerAssist will advance all costs associated with the filing of legal action on authorized accounts and as prescribed by law. AmerAssist shall be reimbursed for such costs from the first monies collected.

CLOSE AND RETURN TERMS AND CONDITIONS – The assignment period for each placement with AmerAssist will not expire unless nine consecutive months have elapsed without payment. Assignments on accounts forwarded to an attorney shall not expire until the attorney has completed all collection efforts. Client agrees that no account may be recalled during the assignment period. If an account is withdrawn within nine months of placement, AmerAssist shall be entitled to its regular commission on amounts collected or promised to be paid by the debtor to date; and one half of its regular commissions on any amounts remaining.

ARBITRATION – In the event of any dispute arising under this agreement, Client and AmerAssist agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association, which shall be conducted in Columbus, Ohio. AmerAssist and Client will each select one arbitrator and those two arbitrators will select a third arbitrator. The matter or matters shall be decided by a majority vote of the arbitrators, whose decision shall be final and binding on both parties. The fees of the arbitrators shall be shared equally between AmerAssist and Client in such an event. This agreement shall be governed under the laws of the state of Ohio.