

Louisiana Municipal Advisory & Technical Services Bureau  
Insurance Premium Tax (IPT) Collection Program – DELINQUENT

CONTRACT

This contract and agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_ between the Louisiana Municipal Advisory & Technical Services Bureau, located in Baton Rouge, Louisiana, referred to herein as “LaMATS” and the **(name of municipality)** referred to herein as “participant”, consist of the following terms and conditions.

LAMATS’ OBJECTIVE & SCOPE OF WORK

**OBJECTIVE:** To assist participant in the collection of delinquent insurance premium taxes. Such taxes are due and payable for **(tax years)** from insurance companies selling or having sold insurance policies within the jurisdiction of the participant.

**SCOPE OF WORK:**

- A. Develop a collection program to include delinquency statements with a cover letter for approval by participant.
- B. Provide participant with copies of all statements, including a checklist of companies billed.
- C. Provide a continuing presence to answer correspondence, research disputed claims and other services related to delinquent payments for years covered by this contract.

PARTICIPANT OBJECTIVE & SCOPE OF WORK

**OBJECTIVE:** To increase collection of delinquent insurance premium taxes.

**SCOPE OF WORK:**

- A. Serve as the designated tax collector. LaMATS is not a designated tax collector.
- B. Designate a staff person as liaison.
- C. Provide stationary and envelopes for printing billing statements, and a copy of the current ordinance levying the insurance premium tax.
- D. Report all funds received from delinquent companies for the payment years.

PAYMENT AGREEMENT

LaMATS agrees to provide the participant with a complete and professional accomplishment of the scope of work. For this service, the participant agrees to pay LaMATS postage and ten percent (10%) of delinquent taxes and penalties received by the participant under this contract. The participant and LaMATS will establish a mutually agreeable payment schedule. If no collections are made under this contract, no fees are due by the participant.

All services provided by LaMATS will be performed by The Palmer Group, which is under contract with LaMATS.

HOLD HARMLESS

The participant will hold harmless and indemnify LaMATS, its agents, officers and employees, against all suits, claims or causes of action that may arise out of or result from any allegations of any error, omission, or fault or negligent act of the participant, its agents, officers of employees, relating in any way to collections services as provided in this contract. LaMATS will hold harmless and indemnify the participant, its agents, officers, and employees, against all suits, claims, or causes of action that may arise out of or result from any allegations of any error, omission, fault or negligent act of LaMATS, its officers or employees, relating in any way to collections services as provided in this contract. "Indemnity" as used herein shall extend to any and all awards of damages against the indemnitee, its agents, officers and employees, as well as reimbursement of all cost of defense, to include attorney's fee.

The terms of this agreement are mutually acceptable and our authorized signatures are affixed hereto.

\_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (title)

**Louisiana Municipal Advisory & Technical Services Bureau**

By: \_\_\_\_\_

Tom Ed McHugh  
Executive Director, LMA