

RESOLUTION 16-65

**A RESOLUTION AUTHORIZING THE VILLAGE ATTORNEY
TO RETAIN COLLECTION AGENTS TO COLLECT BAD DEBTS**

WHEREAS, the Village has accumulated a number of debts from a variety of persons and entities over a long period of time, and

WHEREAS, the Village Board acknowledges that it is inescapable that additional debts will continue to be incurred in the future and that employing collection agents is a necessity in order to ensure that municipal services are always available at the lowest possible cost to the honest taxpayer and rate payers, and

WHEREAS, the Village Attorney has consulted with the Administrator and Finance Director and has recommended retaining Municipal Collections of America, Inc., and

WHEREAS, attached as Exhibit A is a draft contract provided by MCOA which the Village Board finds to be in good form and which ought to be approved, and

WHEREAS, the said contract provides that the cost of collections will be levied against the debtors, consistent with Section 1-8-11 of the Antioch Municipal Code,

NOW THEREFORE, BE IT RESOLVED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The Village Attorney and Administrator are authorized to retain Municipal Collections of American on the terms and conditions set forth in the draft contract attached as Exhibit A hereto.

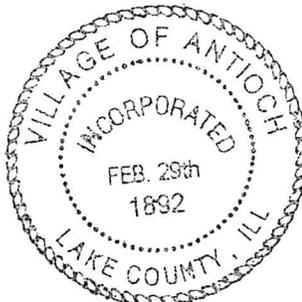
SECTION TWO: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 3RD DAY OF OCTOBER, 2016.

ATTEST:


LAWRENCE M. HANSON, MAYOR


LORI K. ROMINE, VILLAGE CLERK



COLLECTION SERVICES AGREEMENT
Municipal Collections of America, Inc

This COLLECTION SERVICES AGREEMENT, made this 4th day of October, 2016 by and between Municipal Collections of America, Inc, (MCOA) an Illinois corporation, and the Village of Antioch, Illinois (hereinafter referred to as THE MUNICIPALITY).

WHEREAS, MCOA is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE MUNICIPALITY in collecting the said fines through an effective collection process and;

WHEREAS, THE MUNICIPALITY may wish to list certain other debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection. MCOA retains the right to reject any debt submitted for collection and will provide explanation for such action if taken.

MCOA and THE MUNICIPALITY do hereby agree as follows:

ARTICLE I

THE MUNICIPALITY agrees that any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All municipal debts and fines listed for collection will be forwarded to MCOA, using the forms and procedures designated by MCOA.

Upon request of MCOA, THE MUNICIPALITY will provide certified copies of any documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any violations listed for collection within five days thereof.

ARTICLE II

MCOA agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debts/fines which are listed for collections.

ARTICLE III

No fees will be payable to MCOA unless money is collected, at which time MCOA will be paid as follows:

Upon payment, MCOA shall receive thirty-five percent (35%) of the balance paid on each debt. In the event that THE MUNICIPALITY has added any collection fee per 65 ILCS 5/1-2-1 to the debt before listing it with MCOA, MCOA's fee shall be calculated on the balance paid net of the collection fee.

MCOA's performance of the Local Debt Recovery Program on behalf of THE MUNICIPALITY shall be performed at no additional cost beyond the standard commission detailed above.

ARTICLE IV

Upon THE MUNICIPALITY'S listing of the violation for collection, MCOA shall have the exclusive right to collect the amounts owed there under until such time as it determines the debt is uncollectable or THE MUNICIPALITY requests return of the violation to THE MUNICIPALITY. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected into a separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to the MUNICIPALITY will be made by the 15th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE MUNICIPALITY for violations which have been listed for collection, THE MUNICIPALITY will report such collections to MCOA daily for accounting under this Article.

ARTICLE V

THE MUNICIPALITY hereby authorizes MCOA to accept a negotiated settlement on any violations listed for collection. However, unless otherwise authorized by the MUNICIPALITY in writing, any such settlements shall be no less than 100% of the available balance.

Should THE MUNICIPALITY make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any violation listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed. Any such payments which may become due may be deducted from the MUNICIPALITY'S next monthly payment from MCOA.

ARTICLE VI

MCOA agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCOA during the term of this Agreement. MCOA shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCOA's performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCOA harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE MUNICIPALITY, its servants or employees.

Further, the MUNICIPALITY warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to the MUNICIPALITY; and in addition to the indemnities listed above, the MUNICIPALITY agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 36 months from the date first above written, however, it shall continue under the same terms and conditions for additional one year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.

