
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-003

**A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR
MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-003

A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered agreement with Municipal Collection Services LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

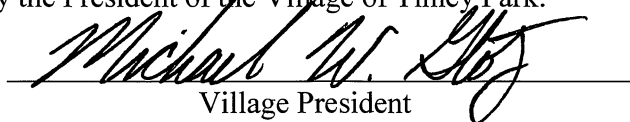
ADOPTED this 4th day of January, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, MAhoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 4th day of January, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

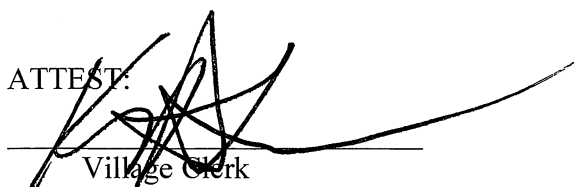

Village Clerk

EXHIBIT 1



Agreement for Collection Services between
Village of Tinley Park
and
Municipal Collection Services LLC

This AGREEMENT made this **22nd December 2021** and shall be effective on the date this Agreement is executed (the “**Effective Date**”), by and between **Municipal Collection Services LLC**, a Delaware limited liability company (hereinafter referred to as “**MCSI**”), and the **Village of Tinley Park** an Illinois Municipal Corporation, 16250 S. Oak Park Ave, Tinley Park, IL 60477 (hereinafter referred to as the “**Municipality**”).

WITNESSETH

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

WHEREAS, the Municipality wishes to list certain debts owed to the Municipality with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the Municipality in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

1.01 The Municipality agrees that all of its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where “determination orders” or “findings, decisions, and orders” have been entered by the Municipality, will be listed for collection with MCSI. The Municipality may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as “**DEBT**” or “**DEBTS**”.

1.02 The Municipality agrees that the **DEBTS** will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.

1.03 All **DEBTS** will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, the Municipality will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. The Municipality and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to the Municipality, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to the Municipality's administrative adjudication database. The Municipality hereby agrees to allow MCSI such access, subject to reasonable security measures.

2.00 COLLECTION OF DEBTS

2.01 MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.

2.02 MCSI may pursue court action to obtain/perfect civil judgments upon agreement with Municipality based on the collective judgment and that such actions are advisable and may aid in the collection of the DEBTS. The Municipality will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action. In the event that MCSI incurs any costs, including but not limited to court fees & legal fees ("**Court Action Fees**"), the Court Action Fees shall be reimbursed from the first monies collected and then the relevant fees, as outlined herein, shall be applied. In the event that the legal action does not result in any monies collected, in the sole discretion of MCSI, Municipality shall reimburse MCSI for all Court Action Fees. Notwithstanding anything to the contrary, Court Action Fees shall not include internal MCSI staff time.

2.03 In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to the Municipality of MCSI's intention to do so.

2.04 If requested by the Municipality, and in its efforts to collect DEBTS, MCSI will assist the Municipality in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

3.01 No fees will be payable to MCSI by the Municipality until such time as any money is collected on DEBT.

3.02 At such time as any money is collected, MCSI shall be paid as follows:

3.02.1 MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.

3.02.2 Twenty-eight percent (28%) of the balance of the amount collected on each DEBT that is not a redlight camera debt.

3.02.3 MCSI's fee for any services relating to the collection of debts arising from automatic violation issuing systems ("**RedLight Camera Tickets**") MCSI's fee shall be thirty-five percent (35%) of the amount collected.

4.00 COLLECTION AND PAYMENT

4.01 MCSI shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole direction, to return any DEBT to the Municipality. Any inquiries received by the Municipality concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.

4.02 MCSI will deposit any money collected in a separate segregated funds bank account established for that purpose.

4.03 After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to the Municipality, its share of any amounts collected. Remittance to the Municipality will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

4.04 In the event that any funds are paid to, or collected by the Municipality on any DEBTS, the Municipality will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to the Municipality under Section 4.03.

5.00 SETTLEMENT OF DEBTS

5.01 the Municipality hereby authorizes MCSI to compromise or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and the Municipality.

5.02 Should the Municipality desire to engage in an amnesty campaign, MCSI, at the request of the Municipality, shall assist with the program and shall provide to the Municipality a summary of costs (letter / postcard mailing, etc.) for the amnesty program to be paid by the Municipality. MCSI shall only be entitled to the compensation based on the amount collected.

5.03 Should the Municipality make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

6.01 MCSI agrees to indemnify and hold the Municipality harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of the Municipality, its officers, agents, servants or employees.

6.02 Further, THE MUNICIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to the Municipality, that has not been discharged in bankruptcy. The Municipality also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by the Municipality. In addition to the indemnities listed above, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

7.00 TERM

7.01 The term of this Agreement is for a period of 36 months from the date first written above ("**Initial Period**"). However, this Agreement shall continue, under the same terms and conditions, for additional periods of 12 months ("**Extension Period(s)**") unless either party gives written notice to the other, at least 90 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period. (The Initial Period and all Extensions Period(s) shall collectively be referred to as the "**Term**").

7.02 Notwithstanding a notice of termination given by either party, the Municipality's obligation to list DEBTS with MCSI for collection shall continue until the termination of this Agreement.

7.03 In the event of termination of this Agreement by either party, MCSI shall retain its exclusive right to collect any DEBTS listed prior to the end of this Agreement, until such time as it elects to return any such DEBTS to the Municipality, as provided under the terms of this

Agreement; and the terms of this Agreement shall remain in full force and effect with respect to collection by MCSI of these retained DEBTS.

7.04 At least once per year, MCSI will return to the Municipality such DEBTS which it determines, in its sole judgment and discretion, to be uncollectible.

7.05 Notwithstanding anything herein to the contrary, in the event that MCSI is unable or unwilling to perform its obligations under this Agreement (e.g., a change in Illinois law or procedures regarding collections or collection information or failure to collect on the Debts), Municipality may serve a notice of termination to MCSI, in writing outlining the specific circumstances as to the cause (the “**Notice of Intent to Terminate for Cause**”). MCSI shall have 14 days to respond with information and/or documentation responding to the Notice of Intent to Terminate for Cause. If within the following 30 days, MCSI does not cure the specifics as outlined in the Notice of Intent to Terminate for Cause, Municipality shall have the right to terminate this Agreement.

8.00 NOTICES

8.01 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCSI:	Municipal Collection Services LLC 10275 W. Higgins Rd. Suite 490 Rosemont, IL 60018 Attn: General Counsel
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If to the Municipality:	Village of Tinley Park 16250 S. Oak Park Ave Tinley Park, IL 60477 Attn: Village Manager
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9.00 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

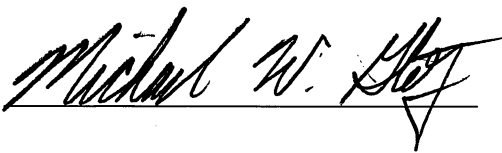
10.00 Execution

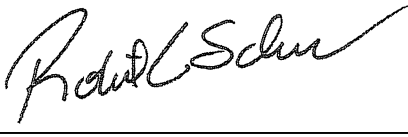
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

Village of Tinley Park

MUNICIPAL COLLECTION SERVICES LLC

By: 

By: 

Name: Michael W Glotz

Name: Robert L. Schur

Its: Village President

Its: Chief Executive Officer

Date: Janauary 4, 2022

Date: December 23, 2021

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-003, “A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of January, 2022.


VILLAGE CLERK