

COLLECTIONS SERVICES AGREEMENT
Municipal Collections of America, Inc

AGREEMENT, made this 14 day of January, 2013 by and between Municipal Collections of America, Inc, (MCA) an Illinois corporation, and the Village of Palos Park, Illinois (hereinafter referred to as THE MUNICIPALITY).

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

WHEREAS, MCA 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 MCA for collection from time to time and MCA may wish to accept such claims for collection. MCA retains the right to reject any debt submitted for collection and will provide explanation for such action if taken.

MCA and THE MUNICIPALITY do hereby agree as follows:

ARTICLE I

THE MUNICIPALITY agrees that any debts and/or fines listed for collection with MCA 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 MCA, using the forms and procedures designated by MCA.

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

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

ARTICLE II

MCA 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.

MCA may pursue court action to obtain/perfect civil judgments if, in its judgment and discretion, it believes such action is advisable and will aid in its collection efforts. No violation will be referred to an attorney without 5 days written notice provided to the MUNICIPALITY and the MUNICIPALITY'S consent to pursue court action.

ARTICLE III

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

Upon listing for collection, a thirty-five percent (35%) cost of collection will be added to the outstanding balance. Upon collection of the debt, a twenty-five and 93/100th percent (25.93%) collection fee is retained by MCA from the full balance, with the original balance submitted for collection being paid to the municipality.

ARTICLE IV

Upon THE MUNICIPALITY'S listing of the violation for collection, MCA 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 fine / debt listed for collections; including attempts to make payment thereon, shall be referred at the earliest possible time to MCA.

MCA will deposit any money collected in THE MUNICIPALITY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCA 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 MCA daily for accounting under this Article.

ARTICLE V

THE MUNICIPALITY hereby authorizes MCA to compromise, or reach 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 50% of the available balance.

Should THE MUNICIPALITY make any settlement or otherwise takes any action in derogation of MCA'S exclusive right to collect on any violation listed for collection, then MCA shall be entitled to payment in full, as delineated in Article III and IV 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 MCA.

ARTICLE VI

MCA 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 MCA during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCA 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 MCA 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 MCA 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", or the Illinois "Collection Agency Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 12 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.

However, in the event of termination of the Agreement by either party, MCA shall retain its exclusive right to collect any debts listed for collection prior to the end of the final year period until such times as it elects to return any such violations to THE MUNICIPALITY as provided under the terms of this Agreement.

ARTICLE VIII

At least once per year, MCA will return to THE MUNICIPALITY such violations which it determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

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 MCA,

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE MUNICIPALITY,

Village of Palos Park
8999 West 123rd Street
Palos Park, Illinois 60464

ARTICLE X

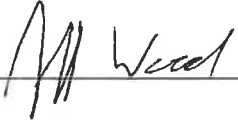
Except as indicated above, MCA shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCA's performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable Federal and State laws arising out of the acts or omissions of MCA or its agents or employees.

ARTICLE XI

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.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

BY: 

TITLE: Jeff Wood, President

THE MUNICIPALITY

BY: 

John F. Mahoney

TITLE: Mayor

DATE: January 14, 2013



VILLAGE OF
PALOS PARK

JOHN F. MAHONEY
Mayor

KENT OLIVEN
Accounts & Finances

NICOLE MILOVICH-WALTERS
Public Works & Streets, Recreation

DAN POLK
Public Health & Safety

G. DARRYL REED
Building & Public Property

MARIE ARRIGONI
Village Clerk

RICHARD B. BOEHM
Village Manager

January 15, 2013

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

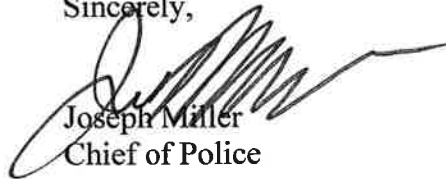
Re: Collections Services Agreement

To Whom It May Concern:

Enclosed are two signed copies of the Collections Services Agreement between the Village of Palos Park and Municipal Collections of America, Inc (MCA). The Village of Palos Park and MCA agree no fees will be payable to MCA unless money is collected and the Agreement is for a period of twelve (12) months. Please return one of the fully executed copies to me for our files.

If you have any questions please do not hesitate to contact me at (708) 671-3770

Sincerely,



Joseph Miller
Chief of Police

JM/cg
Enc.