

Clerk's Contract and Agreement Cover Page

Year: 2011 **Legistar File ID#:** 2011-0352 C11-0026
Multi Year: ☒ **Amount** \$0.00

Contract Type: Professional Services
Contractor's Name: Municipal Collections of America, Inc
Contractor's AKA: RMI
Execution Date: 7/5/2011
Termination Date: 6/30/2016
Renewal Date: 6/30/2012
Department: Finance
Originating Person: Annmarie Mampe

Contract Description: Collections - Parking & Municipal Violation Tickets
2015-0803 change collection terms
C16-0076 (2016-0280) extend term 5 years

ADDENDUM A to
Collection Services Agreement

Dated
July 5, 2011

Amended
January 1, 2016

Between
The Village of Orland Park, Illinois ("VILLAGE") and Municipal Collections of America, Inc.
("MCA")

WHEREAS, on July 5, 2011, a certain Agreement regarding Collection Services between the Village and MCA was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on January 1, 2016, a certain Agreement regarding Collection Services between the Village and MCA was amended (hereinafter referred to as the "Amendment"); and

WHEREAS, the Village wishes to extend the term of the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. Article VII of said Agreement shall be amended to strike in its entirety the following:

"The term of this Agreement is for a period of twelve (12) months from the date of the signing of this agreement. This Agreement is renewable under the same terms and conditions for four (4) additional twelve (12) month terms at the option of the Village."

And replace it with the following in its entirety:

"The term of this Agreement is for a period of twelve (12) months beginning July 1, 2016. This Agreement is renewable under the same terms and conditions for four (4) additional twelve (12) month terms at the option of the Village."
3. All of the other terms, covenants, representations and conditions of said Agreement and Amendment effective January 1, 2016, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM A to
Collection Services Agreement

Dated
July 5, 2011

Amended
January 1, 2016

Between
The Village of Orland Park, Illinois ("VILLAGE") and Municipal Collections of America, Inc.
("MCA")

This Addendum, made and entered into effective the **1st day of July, 2016**, shall be attached to and form a part of the Agreement dated the 5th day of July, 2015 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 7/6/16

FOR: THE CONTRACTOR

By: _____

Print Name: Jeff Wood

Its: President

Date: 7-1-2016

AMENDMENT TO COLLECTION SERVICES AGREEMENT
Municipal Collections of America, Inc

The Village of Orland Park (THE MUNICIPALITY) desires to adopt 65 ILCS 5/1-2-1 (From Ch.24, par 1-2-1) permitting the costs incurred by THE MUNICIPALITY with respect any fees or costs for attorneys or private collection agents retained by THE MUNICIPALITY to be charged to the offender. As such, THE MUNICIPALITY and Municipal Collections of America (MCA) mutually agree to amend Article III of the July 5, 2011 Collection Services Agreement. Article III of the July 5, 2011 agreement currently states the following:

No fees will be payable to MCA until such time as any money is collected on a violation listed for collection, at which time MCA will be paid as follows:

A. *MCA will be entitled to any costs awarded by the Court in the collection of the fine. If no additional expense amount is awarded for costs, this section (A) will not apply.*

B. *Thirty-five percent (35%) of the balance of the amount collected on each file.*

Effective January 1, 2016, the revised Article III shall now state:

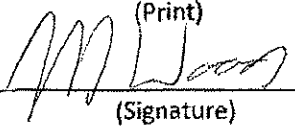
No fees will be payable to MCA unless money is collected, at which time MCA will be paid as follows:

Upon payment, MCA 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.

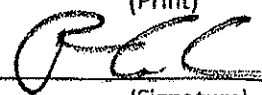
MCA's performance of the Local Debt Recovery Program on behalf of THE MUNICIPALITY shall be performed at no additional cost beyond the standard commission detailed above.

All other Articles of the Collection Services Agreement remain in full force and effect.

MCA

BY: Jeff Wood
(Print)

(Signature)
President
(Title)

THE MUNICIPALITY

Paul G. Grimes
Village Manager
BY: _____
(Print)

(Signature)

(Title)