

Resolution No. 15-1061

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE ORIGINAL AGREEMENT WITH MUNICIPAL COLLECTIONS OF AMERICA, INC.

WHEREAS, the City of Windsor Heights continually strives to increase efficiencies in our daily operations; and

WHEREAS, the City of Windsor Heights has previously approved Ordinance 13-12 allowing for the collection of civil infractions through a private collections company; and

WHEREAS, Municipal Collections of America can collect unpaid fines through a collection process; and

WHEREAS, the City of Windsor Heights, Iowa and Municipal Collections of America (MCA) wishes to amend Article II of the October 1, 2012, Collection Services Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the City does hereby approve the attached contract amendment revising the original agreement with Municipal Collections of America.

Passed and Approved this 19th day of October, 2015

Diana Willits, Mayor

Attest: _____
Brett Klein, City Administrator

COLLECTIONS SERVICES AGREEMENT AMENDMENT
Municipal Collections of America, Inc

The City of Windsor Heights, Iowa and Municipal Collections of America, Inc. (MCA) will hereby amend Article III of the October 1, 2012 Collection Services Agreement and replace the Amendment to Article III that was executed on November 18, 2013. Article III of the October 1, 2012 Collection Services Agreement to read as follows:

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

Upon listing any Automated Traffic Enforcement citation, Compliance citation, or any other delinquent municipal fine(s), excluding parking fines, a 25% cost of collections shall be added to the outstanding balance. Upon collection of any such debt, a 20% collection fee is retained by MCA from the full balance recovered and the original balance submitted is paid to the municipality.

No additional cost of collection shall be added to any delinquent ambulance bill, utility bill, parking citation, or other debt that the city determines is ineligible for such action. MCA shall retain 25% of the proceeds from the collection of any delinquent ambulance bill, utility bill, parking citation, or other consumer debts as a commission for the services provided. All remaining amounts shall be paid to the municipality.

MCA will include all debts in the DAS offset program on behalf of the City of Windsor Heights and the above fee structure will apply to all Automated Traffic Enforcement fines paid thru the offset program. MCA shall retain 10% of the proceeds from any delinquent ambulance bill, utility bill, or parking citation recovered thru the DAS offset program as a commission for the services provided. All remaining amounts shall be paid to the municipality.”

This fee structure applies to all applicable fines or debts submitted under the MCA Collection Services Agreement.

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

Municipal Collections of America, Inc.

City of Windsor Heights, Iowa

BY: _____
(Print) President

BY: _____
(Print)

(Signature) President

(Signature)

COLLECTIONS SERVICES AGREEMENT AMENDMENT ***Municipal Collections of America, Inc***

The City of Windsor Heights, Iowa and Municipal Collections of America, Inc. (MCA) will hereby amend Article III of the October 1, 2012 Collection Services Agreement ~~and to~~ replace the Amendment to Article III that was executed on November 18, 2013. Article III of the October 1, 2012 Collection Services Agreement to read as follows:

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

Upon listing any Automated Traffic Enforcement citations, Compliance citations, or any other delinquent municipal fine(s), excluding parking fines, in combination thereof that exceeds a \$50 cumulative threshold, a 25% cost of collections shall be added to ~~any~~ outstanding balance. Upon collection of any such debt, a 20% collection fee is retained by MCA from the full balance recovered and the original balance submitted is paid to the municipality.

No additional cost of collection shall be added to ~~Upon listing for collection~~ any delinquent ambulance bill, utility bill, parking citation, or other ~~consumer~~ debt that the city determines is ineligible for such action. ~~no additional cost of collection will be added to the outstanding balance.~~ MCA shall retain 25% of the proceeds from the collection of any delinquent ambulance bill, utility bill, parking citation, ~~or other consumer debts as a commission for the services provided.~~ All remaining amounts shall be paid to the municipality.

~~Upon listing any parking citation(s) with cumulative value less than \$50, no additional cost of collection will be added to the outstanding balance.~~ MCA will include all debts parking tickets in the DAS offset program on behalf of the City of Windsor Heights and the above fee structure will apply to all Automated Traffic Enforcement non-parking fines paid thru the offset program. MCA shall retain 10% of the proceeds from any delinquent ambulance bill, utility bill, or parking citation ~~any parking citation recovered thru the DAS offset program as a commission for the services provided.~~ All remaining amounts shall be paid to the municipality. ~~shall retain 10% of the proceeds from the collection of any parking citation upon payment.”~~

This fee structure applies to all applicable fines or debts submitted under the MCA Collection Services Agreement.

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

Municipal Collections of America, Inc. **City of Windsor Heights, Iowa**

BY: _____
(Print) President

(Signature) President

BY: _____
(Print)

(Signature)

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