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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2024-045**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, AUTHORIZING AND APPROVING AN  
AGREEMENT WITH MUNICIPAL COLLECTIONS OF  
AMERICA, INC.**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Aldermen**

**RESOLUTION NUMBER 2024-045**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
AUTHORIZING AND APPROVING AN AGREEMENT WITH MUNICIPAL  
COLLECTIONS OF AMERICA, INC.**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the City desires to authorize and approve the execution of an agreement with Municipal Collections of America, Inc. to collect delinquent ambulance bills from out-of-town residents, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

**WHEREAS**, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to authorize and approve the execution of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Agreement with Municipal Collections of America, Inc., a copy of which is attached hereto as Exhibit A, is hereby approved substantially in the form presented to the Mayor and City Council, with such necessary changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the Mayor and City Council of any and all changes or revisions therein contained.

**Section 3.** The Mayor and Aldermen of the City of are hereby authorized and directed to executed and deliver the Proposal and any and all other documents necessary to implement the terms therein

**Section 4.** The officials and officers of the City are hereby authorized to undertake

actions on the part of the City as contained in the Proposal to complete satisfaction of the agreement provisions, terms or conditions stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

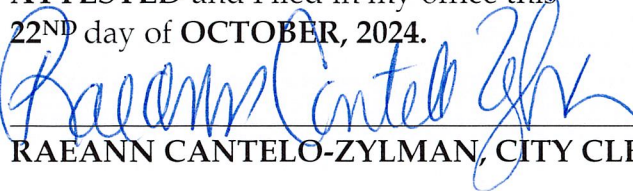
**ADOPTED** this 22<sup>ND</sup> day of **OCTOBER, 2024**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman					
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6				

**APPROVED** by the Mayor on **OCTOBER 22, 2024**.

  
 \_\_\_\_\_  
**FRED BILOTTO**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
 22<sup>ND</sup> day of **OCTOBER, 2024**.

  
 \_\_\_\_\_  
**RAEANN CANELO-ZYLMAN, CITY CLERK**

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING AND APPROVING AN AGREEMENT WITH MUNICIPAL COLLECTIONS OF AMERICA, INC.**

**RESOLUTION NO. 2024-045** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **22<sup>ND</sup> of October, 2024**; that at said meeting **7** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **7** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **0** Alderman Absent.

**I DO FURTHER CERTIFY** that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **22<sup>nd</sup> day of October, 2024**.

CORPORATE SEAL

  
\_\_\_\_\_  
City Clerk

Exhibit A

*Agreement*

(see attached)

***COLLECTION SERVICES AGREEMENT***  
***Municipal Collections of America, Inc***

This COLLECTION SERVICES AGREEMENT, is established on this 22 day of OCTOBER, 2024 by and between Municipal Collections of America, Inc, (MCOA) an Illinois corporation, and the City of Blue Island, an Illinois Municipal Corporation (hereinafter referred to as THE CITY).

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 CITY in collecting the said fines through an effective collection process and;

WHEREAS, THE CITY 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 CITY do hereby agree as follows:

***ARTICLE I***

THE CITY agrees that any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to the terms and conditions within 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 CITY 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:

**If THE CITY has added a 35% Cost of Collection Fee at delinquency per 65 ILCS 5/1-2-1;** MCOA's fee shall be 25.92% of any payment received.

**Any debts that are determined to not be eligible for adding-on the Cost of Collection under 65 ILCS 5/1-2-1** will be recovered with MCOA receiving 25% of the proceeds upon recovery.

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

## ***ARTICLE IV***

Upon THE CITY'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 CITY requests return of the violation to THE CITY. 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 in THE CITY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE CITY, its share of any amounts collected. Remittance to THE CITY will be made by the 15<sup>th</sup> 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 CITY for violations which have been listed for collection, THE CITY will report such collections to MCOA daily for accounting under this Article.

## ***ARTICLE V***

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

Should THE CITY 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 CITY'S next monthly payment from MCOA.

## ***ARTICLE VI***

MCOA agrees to defend, indemnify and hold THE CITY 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, indemnify, and hold THE CITY harmless 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 CITY agrees to defend, 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 CITY, its servants or employees.

Further, THE CITY warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to THE CITY; and in addition to the indemnities listed above, THE CITY agrees to defend, 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 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, THE CITY shall have the option of requesting MCOA to continue any outstanding collection efforts on debts until the debt is either paid or determined to be uncollectible under the same terms of this Agreement.

***ARTICLE VIII***

At least once per year, MCOA will return to THE CITY any violations 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 MCOA, Municipal Collections of America, Inc.  
3348 Ridge Road  
Lansing, Illinois 60438

If to THE CITY, City of Blue Island  
13051 Greenwood Ave  
Blue Island, IL 60406

***ARTICLE X***

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.***

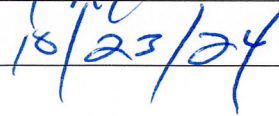
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

***THE CITY***

BY:  \_\_\_\_\_

TITLE:  \_\_\_\_\_

DATE:  \_\_\_\_\_