

CLEVELAND PUBLIC LIBRARY

Board Meeting

November 16, 2017

**RESOLUTION TO ENTER INTO NEW AGREEMENT FOR MATERIAL AND CASH
RECOVERY SERVICES WITH UNIQUE MANAGEMENT SERVICES, INC.**

WHEREAS, From 2011 through 2017, the Cleveland Public Library Board of Trustees has annually authorized the Cleveland Public Library ("Library") to enter into agreements with Unique Management Services, Inc. ("Unique") for services related to the recovery of overdue fines and materials; and

WHEREAS, The Library Administration believes that based upon Unique's successful history of collecting fines and materials on behalf of the Library, it is in the Library's best interests to continue to contract with Unique and refer overdue accounts for collection; and

WHEREAS, Unique has proposed to continue the budget neutrality guarantee whereby the Library will not be charged for more than the amount of money recovered plus amounts waived, at the cost of \$8.95 per account referred, for an estimated total amount not-to-exceed \$80,000.00 in payments from fees recovered plus amounts waived; now therefore be it

RESOLVED, That the Board of Library Trustees authorizes the Executive Director, CEO or his designee, to enter into a new agreement between the Cleveland Public Library and Unique Management Services, Inc. for material and cash recovery services from January 1, 2018 through December 31, 2018, incorporating a budget neutral guarantee, at the cost of \$8.95 per account referred in an amount not-to-exceed \$80,000.00, from fees recovered plus amounts waived, which expenditure shall be charged to General Fund Account 11100053-53710 (Professional Services), and which agreement shall be subject to review and approval of the Chief Legal Officer.



**AGREEMENT
MATERIAL RECOVERY SYSTEM**

Library: Cleveland Public Library
Address: 325 Superior Avenue
City, State, Zip: Cleveland, Ohio 44114
Telephone: 216-623-2800 Fax: 216-623-7015

INITIAL PLACEMENT AND SECONDARY PLACEMENT

The Cleveland Public Library (hereinafter referred to as "We") hereby agrees to assign accounts it has determined are overdue to Unique Management Services (UMS) for collection during the time period set forth in this Agreement. We are not obligated to submit any accounts for collection and may withdraw them at any time. Unique Management Services may proceed with whatever steps are necessary for collection of the accounts with the exception of the filing of a complaint in court. We represent to Unique Management Services the accuracy of the information furnished to them on accounts submitted to the best of our knowledge. Unique agrees that all such information shall be kept confidential and shall not be disclosed to any party other than the subject of collection. With the exception of any minor's accounts, We give Unique Management Services permission to report all unpaid accounts to national credit reporting agencies after notification to the Library of accounts to be reported by Unique Management Services.

PRICING

We understand that we will be billed once per month for the previous month's total submissions at the rate of \$8.95 per each account, ("All Materials (New Accounts) inclusive of Tablet/Tech Central Accounts"), in a total amount not to exceed Eighty Thousand (\$80,000). The services UMS will provide for this fee includes the 120+ day series of letters, calls, skip tracing, and credit reporting (as allowed by credit reporting agencies) for all materials. UMS will provide an expedited process for this fee that includes a 35 day series of letters, calls, skip tracing and credit reporting (as allowed by credit reporting agencies) for all Tablet/Tech Central Accounts. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay.

BUDGET NEUTRALITY GUARANTEE

Budget Neutrality: UMS guarantees not to charge, in collection fees, more than the amount of money recovered plus amounts waived. This will be based on (1) 2018 billings to date, (2) cumulative 2018 cash received recovery, and (3) cumulative 2018 amounts waived. The Library understands that UMS will make adjustments to invoices for the difference between collection fees and the total money received plus amounts waived on accounts submitted to keep the service budget neutral. If not budget neutral at the end of the contract, amounts still to be invoiced would be carried forward to the next contract. In the event a new contract is not entered into, We agree to allow UMS to continue efforts to collect on accounts submitted in 2018 for sixty (60) days after the expiration of the current agreement. After sixty (60) days, any amounts still to be invoiced shall be waived.

TERM

This Agreement shall commence on the Effective Date of January 1, 2018. This Agreement shall expire on December 31, 2018 unless canceled by either party upon 10 days written notice. Payment terms are net 30 days from receipt of invoice.

LIABILITY

Unique Management Services agrees to comply at all times with all federal, state, and local laws, regulations, and ordinances concerning debt collection, including, without limitation, the Fair Debt Collection Practices Act, and Section 1321.45 of the Ohio Revised Code, and shall indemnify, defend, and hold the Library, its officers and employees, harmless for any lawsuits, claims, demands, expenses, and liabilities it may incur as a result of Unique Management Service's violation of any such laws, regulations, or ordinances.

The parties hereby indicate their agreement by affixing their signatures below.

**Board of Trustees of the
Cleveland Public Library**

Unique Management Services, Inc.

By: _____
Library Representative

Unique Management Services Representative

Title: _____

Title: President/CEO

Date

Date