

ORDINANCE NO. 5-2025

AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A DEBT COLLECTION AGREEMENT WITH INTEGRAL RECOVERIES, INC. AND DECLARING AN EMERGENCY

WHEREAS, the Village of Fairfax, Ohio ("Village"), including its Police Department and Mayor's Court, spends significant time and resources pursuing the collection of delinquent debt; and

WHEREAS, devoting such substantial time and resources to the collection of delinquent debt prevents the Village from allocating the same time and resources to other important Village business; and

WHEREAS, the non-payment of amounts due costs the Village a meaningful amount of money each year, making it important to pursue collection; and

WHEREAS, Integral Recoveries, Inc. offered the Village the opportunity to enter into an agreement to collect delinquent debt originated with the Police Department and Mayor's Court, thereby minimizing the Village's efforts to do so while maximizing recoveries to the benefit of the Village's financial position; and

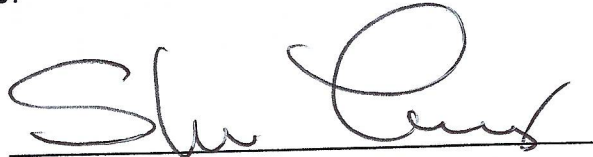
WHEREAS, for the reasons specified above, it is necessary to have that agreement in place promptly;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Fairfax, State of Ohio, that:

SECTION I: The Village Administrator is hereby authorized and directed to enter into a Collection Services Agreement with Integral Recoveries, Inc. for the collection of delinquent Village debt originated with the Police Department and Mayor's Court, in substantially the form attached hereto, subject to any non-material changes made necessary by further review or discussion.


SECTION II: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to allow Village officials and employees to devote time to other important Village business, and for the Village to recover money past due for collection.

Passed this 21st day of April, 2025.



Mayor


ATTEST:



Fiscal Officer

CERTIFICATE

I hereby certify this to be a true and correct copy of Ordinance No. 5-2025 adopted at a meeting of the Council of the Village of Fairfax on this 21st day of April, 2025.



Fiscal Officer

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into this 21 day of APRIL 2025, by the Village of Fairfax, Ohio, an Ohio municipal corporation (hereinafter referred to as "Client"), and Integral Recoveries, Inc. (hereinafter referred to as "Agency").

The parties agree as follows:

1. Scope of Services. Agency will provide Client with collection services consisting of Agency's normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor as deemed appropriate by Agency in accordance with law and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor's account ("Account") to Agency. Agency acknowledges that the Accounts consist of unpaid debts incurred as the result of fines, costs, or similar amounts assessed for traffic or criminal misdemeanor offenses through the Client's Mayor's Court.
2. Recovery and Agency Fee. As Agency's sole compensation for services provided, Agency will retain or offset thirty percent (30%) of all funds received on accounts placed for its services. Upon assignment, Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges, restitution, or other amounts). Debtors will be directed to pay the Agency directly. Client grants and conveys to Agency full authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment. No further amounts of any kind shall be payable by or offset from Client.
3. Term. Either party may terminate this Agreement for any reason by giving thirty days' written notice. Upon termination by notice, the parties may, but do not have to, agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.
4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.
5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled if: (a) Client withdraws an Account at any time for any reason, at its sole option, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client, in writing, of the filing for

bankruptcy. Under no circumstance may an account be cancelled by Client simply due to Client receiving payment directly. All fees earned by Agency under Paragraph 2 above at the time of termination shall be payable to Agency.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law.
- b. Adhere to the provisions of all applicable laws and regulations, including, but not limited to, the Federal Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and federal and state laws proscribing unfair or deceptive acts or practices.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice with consideration to the disruption of Agency's operations.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. By the 15th day of each calendar month or, if the 15th day falls on a weekend, the first business day thereafter, Agency shall remit to Client a statement containing a summary of the accounts listed with the Agency with the amounts collected during the prior month. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client during such month, less Agency's fees, including fees for payments made directly to Client, as specified in Paragraph 2 above.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Ohio, regardless of any conflict of laws provision under applicable law. Any action brought pursuant to this Agreement shall be brought in an appropriate court in Hamilton County, Ohio.

12. Indemnification. Agency releases Client and will fully protect, defend, indemnify, and hold harmless Client, its officers, officials, , magistrates, employees, agents, attorneys, insurers, and representatives from and against any and all losses, claims of personal injury, death, or property damage, causes of action, costs, and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this Agreement, breach thereof, or violation of law alleged by any third-party.

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by United States mail or an overnight courier service, with return receipt, or by electronic mail. Unless changed by the applicable party in writing, any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Terry Boe -President
333 W. Hampden Ave., #650
Englewood, CO 80110
terry@integralrecoveries.com

If to Client:

Village of Fairfax, Ohio
Molly Pennington
Village of Fairfax Police Department
5903 Hawthorne Ave.
Fairfax, OH 45227
mpennington@fairfaxoh.org

with a copy to:

Jeffrey Bronson, Chief of Police
Village of Fairfax Police Department
5903 Hawthorne Ave.
Fairfax, OH 45227
jbronson@fairfaxoh.org

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will not waive performance of any other provision or future performance of the same provision, and this Agreement shall continue and remain in full force and effect until terminated in accordance with this Agreement.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Non-waiver of Ohio Governmental Immunity: Nothing herein shall be construed as a waiver by the Client of any of the immunities, privileges and defenses available to it under Ohio Law.

Village of Fairfax, Ohio

BY: Jennifer M. Kaminer

Date: APRIL 17, 2025

Jennifer M. Kaminer
Administrator
Village of Fairfax, Ohio

Integral Recoveries, Inc.

BY: _____

Date: _____

Terry Boe
President
Integral Recoveries, Inc.