

**A RESOLUTION
ADOPTING AMENDMENT NUMBER ONE TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF CAMPTON HILLS**

WHEREAS, by Public Act 97-0632, the Illinois General Assembly has authorized the Office of the State Comptroller to offset monies due to any taxpayer sums that are otherwise due to a unit of local government in the State, subject to various conditions; and

WHEREAS, by Resolution R-12-12, the Village of Campton Hills entered into an Intergovernmental Agreement for Offset in Favor of the Village from Monies Due to a Debtor From the State (hereinafter, "the Agreement"); and

WHEREAS, since that time, the Office of the State Comptroller has amended the debt collection program commonly referred to as the Local Debt Recovery Program and has requested that the Village adopt "Amendment Number One to the Intergovernmental Agreement Between the Illinois Office of the Comptroller and the Village of Campton Hills (hereinafter, "the Amendment").

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Amendment, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

Section 2. The Village President shall be and is authorized to execute said Amendment on behalf of the Village.

Section 3. The Village Clerk shall promptly forward to the Office of the State Comptroller said Amendment, together with a certified copy of this Resolution, and such other documents as may be required or requested by the State Comptroller in order to implement the Local Debt Recovery Program.

Section 4. The recitals above are incorporated in this Resolution as if fully set forth herein.

Section 5. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 1st day of April, 2014 by roll call vote:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Harry Blecker	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Susan P. George	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Trustee Jim W. Kopec	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Albert Lenkaitis	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Mike D. Millette	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
President Patsy J. Smith	<u> </u>	<u> </u>	<u>X</u>	<u> </u>

APPROVED THIS 1st DAY OF April, 2014

Patsy J. Smith
Patsy J. Smith, Village President

(SEAL)

ATTEST: Juliette Paul by Jessica Spence
Juliette Paul, Village Clerk Internal Deputy Clerk

AMENDMENT NUMBER ONE TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF CAMPTON HILLS

The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, "the Agreement") between the Illinois Office of the Comptroller and the Village of Campton Hills, (hereinafter referred to as the "local unit"), effective upon execution, as follows:

Article III, Section A, Subsection 1 is amended by inserting the following new Parts (c) and (d):

- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

Article III, Section A, Subsection 3, Part (a) is amended by deleting that Part and replacing it with the following:

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.

Article III, Section A, Subsection 3, Part (d) is amended by deleting that Part and replacing it with the following:

- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.

Article III, Section A, Subsection 3 is amended by inserting the following new Part (f):

- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

Article III, Section A is amended by inserting the following new Subsection 5 at the end of the Section:

- 5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

The Article III, Section B header is amended by deleting that header and replacing it with the following:

B. Operational Requirements

Article III, Section B, Subsection 1 is amended by deleting that subsection and replacing it with the following:

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.

Article III, Section B, Subsection 2 is amended by deleting that subsection and replacing it with the following:

- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

Article III, Section B, Subsection 4 is amended by deleting that subsection and replacing it with the following:

- 4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in

the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.

Article III, Section B, Subsection 7 is amended by deleting that subsection and replacing it with the following:

7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.

Article III, Section B, Subsection 10 is amended by deleting that subsection and replacing it with the following:

10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

Article III, Section B, is amended by inserting the following new Subsection 11 at the end of that Section:

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

All other terms and conditions of the Agreement thereto shall remain in full force and effect. This amendment contains all of the revised terms and conditions agreed upon by the named parties.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Campton Hills by the following officials sign their names and agree to the terms and conditions of the above referenced amendments.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

VILLAGE OF CAMPTON HILLS

By: Patsy J. Smith

Date: 4/1/14

Name: Patsy J. Smith

Title: Village President