

## **AGREEMENT FOR TAX INTERCEPT SERVICES**

This Agreement for Tax Intercept Services on behalf of Winnebago County is made and entered into this \_\_\_\_\_ day of February 2014, by and between Harris & Harris, Ltd. and Arnold Scott Harris, P.C. (hereinafter the "Harris"), and the Winnebago County Circuit Court Clerk ("Clerk") and State's Attorney ("State's Attorney").

### **WITNESSETH**

WHEREAS, Harris and Winnebago County entered into that certain Collection Agreement dated September 30, 2011 (the "Collection Agreement"); and

WHEREAS, Harris and the Clerk now desire to enter into a distinct Agreement to create and clarify responsibilities unique to a Local Debt Recovery - Tax Intercept Program for Winnebago County.

NOW, WHEREFORE, in consideration of the mutual covenants contained herein, Harris, the Clerk, and the State's Attorney hereby agree as follows:

### **AGREEMENT**

1. **Incorporation.** This Agreement is intended to be read in tandem with the Collection Agreement and its accompanying amendments, and that agreement shall be incorporated herein by reference. In the event of any conflict, this Agreement shall take precedence over all other agreements. Unless superseded by this Agreement, however, the parties agree to be bound by the same basic terms, conditions, and procedures outlined in the Collection Agreement.
2. **Scope: Tax Intercept Program.** The County, through the Clerk, hereby seeks assistance in administering and facilitating its Local Debt Recovery - Tax Intercept Program and agrees outsource certain collection and administrative work to Harris relative to the Program. The parties agree that such program will be handled in accordance with the terms of this Agreement, any related agreements between the Parties, and local law.
3. **Fee Rate.** Separate from any other existing fee arrangements, Harris will be entitled to be compensated for its work efforts on any successfully intercepted funds under the Local Debt Recovery - Tax Intercept Program at the rate of 33% of the additional 30% fee described in 730 ILCS 5/5-9-3(e) that are received by the County through said Program. All monies received by the County through the Program shall first be allocated to principal and interest prior to any allocation to the additional 30% fee. The parties acknowledge the remaining 67% of the additional 30% fee not paid to Harris will be retained or rebated for allocation into the Clerk's Operation and Administrative Fund.

**IN WITNESS WHEREOF**, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written

(Signature page to follow)

**SIGNED:**

**ARNOLD SCOTT HARRIS, P.C.**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**HARRIS & HARRIS, LTD.**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**WINNEBAGO COUNTY CIRCUIT COURT CLERK**

\_\_\_\_\_  
*Thomas A. Klein*

Date: 3-19-14

**WINNEBAGO COUNTY STATE'S ATTORNEY**

\_\_\_\_\_  
*Joseph T. Bussard*

Date: 03/19/14