



REVENUE RECOVERY | ANALYTICS | ATTORNEYS

October 7, 2011

Office of the State's Attorney
Winnebago County
Courthouse Building
400 West State Street, Suite 619
Rockford, IL 61101

RE: Agreement – Collection Services

Dear Ms. Bahling:

Enclosed, please find one fully executed Agreement by and between Harris & Harris, Ltd., Arnold Scott Harris, P.C., and the Winnebago County State's Attorney's Office.

Should you have any questions, please do not hesitate to contact me.

Best Regards,

A handwritten signature in cursive script that reads 'Shannyn Hart'.

Shannyn Hart
Executive Associate

enclosure

Harris & Harris, Ltd.
222 Merchandise Mart Plaza
Suite 1900
Chicago, Illinois 60654

312.251.2300
800.362.0097

AGREEMENT

This Agreement is made and entered into this 30th day of September, 2011, by and between Harris & Harris, Ltd., Arnold Scott Harris, P.C. [hereinafter, "Harris"], and the Winnebago County State's Attorney's Office [hereinafter, the "Client"], who jointly agree as follows:

I. ADMINISTRATIVE RESPONSIBILITIES

A. Notice to Violators. Harris will mail notices and initiate telephone contact with violators having unresolved civil or criminal fines or fees with the Client in order to notify Violators of their obligation to the Client. The purpose of the contact is to avail violators of the opportunity to satisfy their financial obligation(s) voluntarily. The Client will provide the name and last known address of the Violators, all information regarding the charges against the violator, date(s) of the alleged violation(s); the date of adjudication and enumeration of all court fines and fees as yet unpaid by the violator. When necessary, Harris will attempt to locate Violators for whom the county has received return mail or with whom the county has otherwise lost contact.

B. Correct Information. Harris will rely completely on the Client to provide correct information about the Violators' existing cases and, particularly the amounts of money owed. The Client will immediately update and correct any information it has provided to Harris. In particular, the Client will notify Harris promptly of all direct payments received by The Client or other Client offices relating to cases referred to the Harris for collection. The Client will likewise notify Harris of any other action affecting the amount or timing of monies owed by any violator having outstanding obligations to the Client.

C. Violators Referred to the Client. Harris will refer back to The Client Violators who wish to resolve their obligation with the Client through alternative sentencing or who wish to assert that they are indigent.

D. Involuntary Collection Procedures. Harris will advise The Client of all cases eligible for involuntary collection procedures such as foreclosure, wage garnishment, levy and forfeiture. Harris will first attempt to resolve all cases voluntarily. Harris will perform all necessary asset and whereabouts verifications and request permission to proceed from the Client prior to commencing involuntary collection procedures.

II. COLLECTION FEES ON FINES COLLECTED.

A. Fee Rate. As provided by Illinois statute, (Public Act 93-0693) the offender is liable for the costs of collection in the event that The Client finds it necessary to retain a third party for the purpose of collecting unpaid criminal court fines and fees. Accordingly, Harris will assess Violators a collection fee of thirty (30) percent in addition to the amount originally owed.

Harris' contingent collection fee rate is assessed only on moneys actually collected. Therefore, if the original fine was \$100.00 and the collection fee rate \$30.00 but the offender's entire payment was only \$66.00, Harris would retain its fee of \$15.23, remit the remainder of

- \$50.77 to the county and no further collection fee rate would be due. Therefore the contingent collection fee rates stated above relate only to payments actually received.

Public Act 93-0693 mandates that the violator bear all third-party collection fees costs caused by the violator's failure to meet his or her obligation to the court. Therefore unless or until all criminal fines, fees, statutory delinquency charges and collection fees are satisfied, Harris will consider cases as unresolved.

Client Authorizes Harris to add interest to accounts at the rate permitted by law, and to retain any interest recovered as part of its fee, or, at its discretion, negotiate or waive interest as part of a compromise of the debt for settlement purposes.

B. Notification of Collections. Harris will notify the Client monthly of any monies it receives from Violators towards payments of fines. By the fifteenth of each month, Harris will provide detailed reporting to the Client to identify all cases known to be resolved during the prior month and to remit monies collected on the Client's behalf. Harris makes no warranties or representations, expressed or implied, about the amount of funds that will be collected and Harris shall have no liability for any amounts uncollected.

The only liability of Harris will be to forward any funds collected to the Client, subject to Harris retaining its commission amount. The Client authorizes Harris to endorse negotiable instruments made payable to the Client and provided to Harris in payment of fines collected and to deduct commissions due on those fines paid directly to Harris from amounts collected by Harris. In the event that Harris is required to invoice the Client for commissions due, the Client agrees to review the invoice and forward payment to Harris within 30 days of receipt of the invoice.

III. TERM OF AGREEMENT.

This Agreement will remain in full force and effect until terminated by either party in writing to the other at the addresses set out in this section. If the Agreement is terminated, any case information then held by Harris will be returned to the Client 30 days after the date of termination.

Notices to THE LAW OFFICES OF ARNOLD SCOTT HARRIS, PC
222 Merchandise Mart Plaza
Suite 1900
Chicago, IL 60654
Attn: Arnold Scott Harris, President

Notices to the Client: Winnebago County Deputy State's Attorney David Kurlinkus
Winnebago County State's Attorney's Office
400 W. State St Suite 619
Rockford, IL 61101

IV. OTHER PROVISIONS.

A. Indemnification. To the extent permitted by applicable law, the parties agree to indemnify each other and hold each other harmless from and against any loss, damages, liability, claims or injury resulting from any gross negligence, illegal acts or omissions performed by either party in connection with this Agreement.

B. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Illinois.

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

Harris & Harris, Ltd.



By: Arnold S. Harris, President and CEO

10/7/2011

Date

ARNOLD SCOTT HARRIS, P.C.



By: Arnold S. Harris

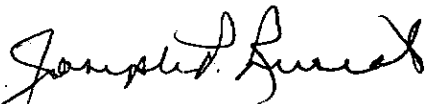
10/7/2011

Date

Client:

WINNEBAGO COUNTY STATE'S ATTORNEY'S OFFICE

By: JOSEPH P. BRUSCATO, STATE'S ATTORNEY



Date 9/30/2011