

CLEVELAND PUBLIC LIBRARY

Finance Committee

June 15, 2010

RESOLUTION FOR MATERIAL AND CASH RECOVERY SERVICES

- WHEREAS, Cleveland Public Library has earned its reputation for being a good steward of public funds, as evidenced by its annual audit; and
- WHEREAS, The Library has long recognized the need for material and cash recovery services from an outside vendor, but was hampered in its efforts to engage such services by the inability of vendors to handle the unique needs of the CLEVNET resource sharing network; and
- WHEREAS, Unique Management Services, Inc., the leading provider of such services to libraries in the United States, has formed a strategic partnership with SirsiDynix, the provider of CLEVNET's Integrated Library System, to develop solutions that allow information to be compiled and transmitted automatically, with minimal day-to-day staff involvement; and
- WHEREAS, Ten CLEVNET libraries are—or soon will be—clients of Unique Management Services, Inc., including three CLEVNET libraries in Cuyahoga County: Euclid Public Library, Shaker Heights Public Library, and Cleveland Heights-University Heights Public Library; and
- WHEREAS, Unique Management Services, Inc., offers a 90-day trial agreement (sample attached) that allows libraries to use their services and measure results to determine if it provides a good solution; now therefore be it
- RESOLVED, That the Board of Library Trustees authorizes the Director to negotiate a 90-day trial agreement between Cleveland Public Library and Unique Management Services, Inc., subject to review and approval of the contract by the Library's legal counsel; and be it further
- RESOLVED, That the President of the Board of Trustees is authorized to execute any agreements, amendments, or other documents necessary or appropriate to effectuate the Agreement in accordance with this resolution; and be it further
- RESOLVED, That at the end of the 90-day trial, the Director provide the Board of Library Trustees with a report on the effectiveness of the services, including a recommendation on a longer-term agreement.

UNIQUE Management Services, Inc.

Library Division

AGREEMENT MATERIAL RECOVERY SYSTEM

Library: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____

90 DAY NO-RISK TRIAL

Unique agrees that it will attempt to collect on behalf of the Library the full amount of past due patron accounts submitted by the Library during a ninety (90) day period, commencing upon the submission for the first account. We understand that we will be allowed to submit past due patron accounts for ninety (90) days from the date when the first accounts are submitted. Although Unique Management prefers that accounts be submitted no more than sixty (60) days past due, accounts will be accepted up to ninety (90) days past due. All accounts must have \$50.00 balances or greater. We understand that if we are pleased with results and satisfied with the service at the conclusion of the 90 day trial, we will be billed based upon the fees shown below for accounts processed during the trial. At the end of the ninety (90) day period, the Library will have no obligation to submit any past due accounts to Unique for collection. The terms and conditions of the parties' responsibilities concerning any submissions made after the expiration of the ninety (90) day period will be subject to a separate agreement.

At the end of ninety days, if we are not completely satisfied, we may discontinue the service with no cost for the patron accounts processed, and Unique will cease all further efforts to collect from patrons whose accounts have been submitted.

INITIAL PLACEMENT AND SECONDARY PLACEMENT

We hereby assign accounts to Unique Management Services for collection. 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. Unique agrees that all such information shall be kept confidential and shall not be disclosed to any party other than the subject of collection.

We understand that we will be billed once per month for the previous month's total submissions at the rate of \$8.95 for each submission) hereinafter referred to as "Placement Fees") if we are satisfied with the results and services provided by Unique. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay.

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.

GUARANTEE

Unique Management Services guarantees to recover, in total library materials returned, and dollar amounts collected, including amounts waived by the Library, at least two times the total amount of Placement Fees. (See Conditions)

TERM

This Agreement may be canceled by either party upon 10 days written notice. Payment terms are net receipt of invoice.

CONDITIONS

To qualify for guarantee, patrons whose accounts have been submitted to Unique for collection will be charged a \$10.00 processing fee and the account may be no more than 60 days past due at time of submission.

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 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.

Library Representative

Unique Management Services Representative

Date

Date

SAMPLE