

CLEVELAND PUBLIC LIBRARY

Finance Committee

December 17, 2013

**RESOLUTION TO ENTER INTO NEW AGREEMENT FOR MATERIAL AND CASH
RECOVERY SERVICES WITH UNIQUE MANAGEMENT SERVICES, INC.**

WHEREAS, In 2011 and 2012, the Cleveland Public Library Board of Trustees authorized the Cleveland Public Library ("Library") to enter into agreements with Unique Management Services, Inc. ("Unique") for services related to the recovery of overdue fines and materials; and

WHEREAS, The Library Administration believes that, based upon Unique's successful history of collecting fines and materials on behalf of the Library, it is in the Library's best interests to continue to contract with Unique and refer overdue accounts for collection; and

WHEREAS, Unique has proposed to continue to provide collection services at the cost of \$8.95 per account referred between January 1, 2014 and December 31, 2014, for a total amount not-to-exceed \$140,000; now therefore be it

RESOLVED, That the Board of Library Trustees authorizes the Executive Director, CEO or his designee, to enter into a new agreement between the Cleveland Public Library and Unique Management Services, Inc. for services from January 1, 2014 through December 31, 2014, in an amount not-to-exceed \$140,000, which expenditure shall be charged to the General fund account 11100053-53710 (Professional Services), which agreement shall be subject to review and approval of the Chief Legal Officer.

UNIQUE Management Services, Inc.

Library Division

AGREEMENT MATERIAL RECOVERY SYSTEM

Library: Cleveland Public Library
Address: 325 Superior Avenue
City, State, Zip: Cleveland, Ohio 44114
Telephone: 216-623-2800 Fax: 216-623-7015

INITIAL PLACEMENT AND SECONDARY PLACEMENT

The Cleveland Public Library (hereinafter referred to as "We") hereby agrees to assign accounts it has determined are overdue to Unique Management Services (UMS) for collection during the time period set forth in this Agreement. 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 to the best of our knowledge. Unique agrees that all such information shall be kept confidential and shall not be disclosed to any party other than the subject of collection.

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.

PRICING

As of January 1, 2014, we understand that we will be billed once per month for the previous month's total submissions at the rate of \$8.95 per each account, ("All Materials (New Accounts) inclusive of Tablet/Tech Central Accounts"), in a total amount not to exceed One Hundred Forty Thousand (\$140,000). The services UMS will provide for this fee includes the 120 day series of letters, calls, skip tracing, and credit reporting for all materials. UMS will provide an expedited process for this fee that includes a 35 day series of letters, calls, skip tracing and credit reporting for all Tablet/Tech Central Accounts. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay.

TERM

This Agreement shall commence on the Effective Date, January 1, 2014. This Agreement shall expire on December 31, 2014 unless canceled by either party upon 10 days written notice. Payment terms are net 30 days from receipt of invoice.

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, its officers and employees, 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.

The parties hereby indicate their agreement by affixing their signatures below.

Board of Trustees of the
Cleveland Public Library

By: _____
Library Representative

Title: _____

Date

Unique Management Services, Inc.



Unique Management Services Representative

Title: President/CEO

Address: 119 E Maple St, Jeffersonville, IN 47130

December 4, 2013
Date