



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Text

File #: 14-0730, **Version:** 1

PROPOSED INTERGOVERNMENTAL AGREEMENT AMENDMENT

Department: Clerk of the Circuit Court

Other Part(ies): Illinois Office of the Comptroller, State of Illinois

Request: Amendment

Goods or Services: The Clerk's Office working with the Illinois Comptroller's Office under *Local Debt Recovery Program* (effective 1/1/2012 under Public Act 97-0632) to work to recoup uncollected delinquent traffic fines. The program allows Illinois State Comptroller's Office to intercept payroll checks, income tax returns, vendor payments, pensions and lottery winnings.

Agreement Number: N/A

Agreement Period: Amendment

Fiscal Impact: None

Accounts: N/A

Summary: The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, "the Agreement") between the Illinois Office of the Comptroller and the Office of the Circuit Court Clerk of Cook County, (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 Part (d):

- (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 2 is amended by inserting the following new Part (d):

- (d) When a default in the payment of a fine, fee, cost, order of restitution, judgment of bond forfeiture, judgment order of forfeiture, or any installment thereof has been included in the Comptroller's offset system, pursuant to this Agreement, and the State's Attorney representing the local unit has retained attorneys or private collection agents pursuant to Section 5-9-3(e) of the Unified Code of Corrections [730 ILCS 5/5-9-3(e)], the State's Attorney hereby agrees to assign no more than 33% of the additional fee described in 730 ILCS 5/5-9-3(e) to the retained attorneys or collection agents.

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 2 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:

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:

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.