

ORDINANCE 12-55

Passed: July 9, 2012

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS COMPTROLLER'S OFFICE UNDER THE LOCAL GOVERNMENT DEBT RECOVERY ACT, FOR THE CITY OF DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et. seq.*; and,

WHEREAS, the State of Illinois has recently passed the Local Government Debt Recovery Act as an amendment to the State Comptroller Act, which act is codified at 15 ILCS 405/10.05d; and,

WHEREAS, pursuant to said statute and pursuant to the Intergovernmental Cooperation Act, the City is authorized to enter into intergovernmental agreements with other units of government to provide for the common exercise of authority to benefit the public; and,

WHEREAS, the City Council has determined that it is necessary and advantageous to enter into an intergovernmental agreement with the Illinois Comptroller's office pursuant to the authority cited above, to provide for the direct collection of delinquent amounts owed to the City in accordance with Illinois law;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

SECTION ONE: AGREEMENT AUTHORIZED

The Mayor and City Manager are hereby authorized to enter into an agreement substantially in the form attached hereto as "Exhibit A," for the purpose of providing for recovery of sums owed to the City, with the cooperation and assistance of the Illinois Comptroller, subject to such amendments as shall be acceptable to the Mayor and Illinois Comptroller. Following execution and approval of the agreement, the City Manager or his designee is authorized to undertake such actions and utilize such staffing and resources as shall be necessary to carry out the purposes of the agreement, including but not limited to the sharing and distribution of information to the Illinois Comptroller, and including such other actions as he shall deem necessary or convenient.

Section 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Section 3. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

Section 4. This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law. On the tenth day after the date of publication, this Ordinance shall be in full force and effect. Publication date: July 17, 2012. Effective date: July 27, 2012.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 9th day of July, 2012 and approved by me as Mayor on the same day. Passed on the Consent Agenda by roll call vote 7-0-1. Aye: Lash, Teresinski, Gallagher, Naylor, Baker, O'Leary, Povlsen. Absent: Jacobson.

ATTEST:



DIANE K. WRIGHT, City Clerk



KRIS POVLSSEN, Mayor





STATE OF ILLINOIS • OFFICE OF THE COMPTROLLER
JUDY BAAR TOPINKA

CITY CLERK FILES:
Number: ORD 12-55
Date: 7/9/12

September 5, 2012

Mr. Dean M. Frieders
City Attorney
City of DeKalb
200 South 4th Street
DeKalb, Illinois 60115



Dear Mr. Frieders,

Enclosed with this letter is a complete and executed copy of the Intergovernmental Agreement between the City of DeKalb and the Illinois Office of the Comptroller regarding access to the State of Illinois' Local Debt Recovery Program. On behalf of Comptroller Topinka, I would like to express our gratitude to you and all members of the City Council for working with us to enable this important service agreement. The cooperation that continues to be fostered throughout all levels of Illinois government is beneficial for the entire State as we resume our work to provide effective and valuable services to our constituents. Should you have any questions about the Agreement, please feel free to contact me.

Sincerely,

Sean Coombe
Staff Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF DEKALB
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the City of DeKalb (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section

10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded such person;
 - (vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit must, 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 (See Appendix A).
- (b) Only debts finally determined as currently due and payable may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the City Manager.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the

ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

- B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will 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.
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.
 2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
 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.
 5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the

final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 815-748-2090.
7. Debt Priorities
 - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
 - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor 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 IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Mark Biernacki, City Manager

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Dean M. Frieders, City Attorney
City of DeKalb
ATTN: Legal Department
200 S. Fourth Street
DeKalb, IL 60115
Phone: 815/748-2090
E-mail: dean@frieders.com

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of DeKalb. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of DeKalb by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: Judy Baar Topinka

Date: 8/14/12

Name: Judy Baar Topinka

Title: Comptroller

THE CITY OF DEKALB

By: Kris Povlsen

Date: 7/24/12

Name: Kris Povlsen

Title: City Mayor



Appendix A



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Local Debt Recovery Program

Involuntary Withholding Tape/File Certification Form

Local Unit Name: _____

Tape #/File Type: _____

Record Count: _____

Dollar Amount: _____

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, _____, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: _____ Date: _____

Local Unit: _____ Phone #: _____

RESOLUTION 2014-106 PASSED: NOVEMBER 10, 2014

AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DEKALB, ILLINOIS, AND THE STATE OF ILLINOIS COMPTROLLER'S OFFICE.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City entered in to an Intergovernmental Agreement in 2012 with the State of Illinois Comptroller's office for Local Debt Recovery; and

WHEREAS, the City and the State Comptroller deem it necessary to amend this original agreement with the two amendments attached herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City of DeKalb will comply with the new intergovernmental agreement as presented herewith, and the Mayor or designee shall be authorized to execute such amendments in the form attached hereto, or in such form as shall be acceptable to him.

Section 2: That this Resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 10th day of November, 2014 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0-1 on the Consent Agenda. Aye: Jacobson, Finucane, Snow, Naylor, Baker, O'Leary, Rey. Absent: Lash.

ATTEST:


RUTH A. SCOTT, Deputy City Clerk


The seal is circular with a double border. The outer border contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner circle features a central emblem depicting a figure holding a scale and a sword, with the word "DEKALB" written below it.


JOHN A. REY, Mayor

AMENDMENT NUMBER ONE TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF DEKALB

The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, "the Agreement") between the Illinois Office of the Comptroller and the City of DeKalb, (hereinafter referred to as the "local unit"), effective upon execution, as follows:

Article III, Section A, Subsection 3, Part (e) is amended by deleting that Part and replacing it with the following:

(e) For purposes of this Agreement, "chief officer of the local unit" means Finance Director.

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.


IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of DeKalb by the following officials sign their names and agree to the terms and conditions of the above referenced amendments.

ILLINOIS OFFICE OF THE COMPTROLLER

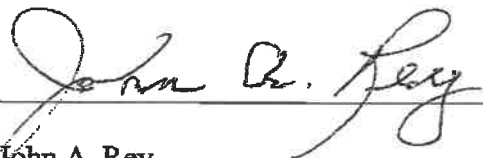
By: 

Name: Leslie Geissler Munger

Title: Comptroller

Date: 3/10/16


CITY OF DEKALB

By: 

Name: John A. Rey
Title: City Mayor

Date: 3/2/2016

AMENDMENT NUMBER TWO TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF DEKALB

The parties hereby agree to amend the Intergovernmental Agreement (hereinafter, “the Agreement”) between the Illinois Office of the Comptroller and the City of DeKalb, (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 Parts (c) and (d):

- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (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 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 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 at the end of the Section:

- 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 at the end of that Section:

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.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of DeKalb by the following officials sign their names and agree to the terms and conditions of the above referenced amendments.

ILLINOIS OFFICE OF THE COMPTROLLER

By: *Leslie Mungler* *3/14/16* Date: *3/10/16*

Name: Leslie Geissler Munger

Title: Comptroller

CITY OF DEKALB

By: *John A. Rey* Date: *2/26/2016*

Name: John A. Rey

Title: City Mayor