

128-25
May 6, 2025

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
TAXSERV CAPITAL SERVICES NJ, LLC FOR THE COLLECTION OF
OUTSTANDING MUNICIPAL COURT DEBT**

THIS AGREEMENT, made this ____ day of May 2025 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as “Township;” and

TAXSERV CAPITAL SERVICES NJ, LLC a limited liability company of the State of Virginia having its principal offices 1458 Ingleside Avenue, McLean, VA 22101-3709, hereinafter referred to as “Contractor”.

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 40:23-6.53, effective January 16, 2010, municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding Municipal Court Debt; and

WHEREAS, the New Jersey Supreme Court issued Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (the “Supreme Court Guidelines”), annexed hereto and incorporated herein as **Exhibit “A,”** to be administered by the New Jersey Administrative Office of the Courts (the “AOC”); and

WHEREAS, the Township has previously contracted with a private collection agency for the collection of its outstanding Municipal Court Debt and is desirous to continue to contract with a qualified private collection agency for the collection of outstanding Municipal Court Debt; and

WHEREAS, the Township’s prior contract for the collection of outstanding Municipal Court Debt has expired; and

WHEREAS, the Township Council advertised a Request for Proposal for the Private Collection of Municipal Court Debt (the “RFP”) for a new contract term and issued Addendum #1 and Addendum #2 to the RFP, annexed hereto and incorporated herein as **Exhibit “B;”** and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(b), on May __, 2025 the Township Council adopted Resolution _____ annexed hereto as **Exhibit “C,”** awarding the agreement for the private collection of Municipal Court Debt to Contractor; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be June 1, 2025. The contract term shall continue for two (2) years from the commencement date of this Agreement, until May 31, 2025 (“Base Term”). The Township shall have the right to extend this Agreement for an additional one (1) year term (the “Extension”) following the expiration of the Base Term.
2. Contractor agrees that the provisions of the Supreme Court Guidelines shall apply and govern in their entirety.
3. Contractor shall provide the services set forth in Contractor’s Proposal dated April 16, 2025, (“Contractor’s Proposal”), at no cost to the Township. Contractor’s services are incorporated herein in their entirety which include, but are not limited to:
 - a. The minimum standards set forth in Section 3.1.1 of the Township’s RFP, which is incorporated by reference and annexed hereto as **Exhibit “B;”**;
 - b. A comprehensive collection and servicing platform;

- c. A detailed Collection Plan;
- d. A detailed Mailing Plan;
- e. Comprehensive skip-trace services on returned mail;
- f. Software for Contractor and Township municipal court access; and
- g. Comprehensive Reporting.

A copy of the Contractor's Proposal is annexed hereto as **Exhibit "D"**.

- 4. Contractor shall instruct the debtor to make all payments, including the administrative fee, directly to the Municipal Court of the Township of West Orange ("Municipal Court").
- 5. The Contractor shall be compensated by the assessment of an administrative fee, which shall be the sole responsibility of the debtor. Administrative fees shall be fixed at 18% of the actual amount collected ("Fee"). The Municipal Court shall forward to Contractor the Fee collected during the previous month within thirty (30) days of each new month.
- 6. To the extent that Contractor receives a payment in error, Contractor shall immediately notify the Municipal Court of same and shall transfer said payment to the Municipal Court.
- 7. Any and all documents, including written notices, letters, and telephone scripts ("Collection Documents") to be used by Contractor, are subject to approval by the Municipal Court Judge prior to use. As such, Contractor agrees that it shall not change its Collection Documents without receiving said approval for any Collection Documents already approved by the Municipal Court Judge. Contractor further agrees to make any and all modifications to the Collection Documents as requested

by the AOC and/or by the Municipal Court Judge. All Collection Documents are annexed hereto as **Exhibit “E”**.

8. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor’s actions under this Agreement that are in violation of the Supreme Court Guidelines, the RFP or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.
9. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Roger Blain, President, TaxServ Captial Services NJ, LLC, 1458 Ingleside Avenue, McLean, VA 22101-3709, with copy to _____ or other such address as Contractor may designate in writing to the Township.
10. To the extent of any inconsistency between the Contractor’s Proposal and this Agreement, this Agreement controls in all respects. To the extent of any

inconsistency between the Contractor's Proposal and the RFP, the RFP shall govern as to that inconsistency over the Contractor's Proposal.

11. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C.
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY
MAYOR

ATTEST:

TAXSERV CAPITAL SERVICES NJ, LLC

BY: _____
ROGER BLAIN
PRESIDENT

Adopted: May 6, 2025