



RESOLUTION NO. 7239

A RESOLUTION AUTHORIZING THE CITY OF ALBANY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF REVENUE (DOR) FOR OFFSET-ONLY COLLECTION SERVICES

WHEREAS, ORS 190.003 et. seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local units of government; and

WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, or entity organized and existing under statute or county or city charter; and

WHEREAS, ORS 190.110 provides that a unit of local government and a state agency of this state may cooperate for any lawful purpose by agreement; and

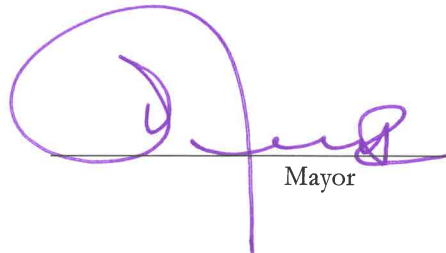
WHEREAS, ORS 293.250 provides for a collections unit in the DOR to render assistance in the collection of any delinquent account owing to a local government if the account is for the limited purpose of collection through setoff against any refunds due from state agencies; and

WHEREAS, the Albany Municipal Court has an opportunity to collect delinquent debt from debtors for criminal cases; and

WHEREAS, the City will incur a 10% fee for any debt recovered using the offset-only collection services provided by the Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the finance director is authorized to enter into an intergovernmental agreement, Attachment A, with the Department of Revenue, and that the finance director is authorized to sign the agreement and all related documents.

DATED AND EFFECTIVE THIS 14TH DAY OF JUNE 2023.

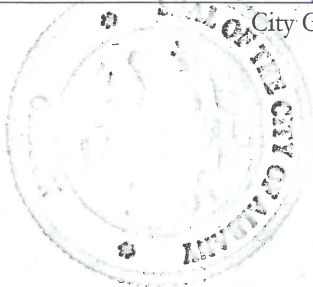


Mayor

ATTEST:



City Clerk



DEPARTMENT OF REVENUE
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT
City of Albany

DOR Contract #
Tracking # 1031

This Intergovernmental Collection Service Agreement (“Agreement”) is entered into between the Oregon Department of Revenue (DOR) and City of Albany (City) pursuant to ORS 190.110 and ORS 293.250 and outlines the collection services provided to City by DOR and the type of debt assigned by City to DOR for collection. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental collection service agreement between DOR and City.

1. Effective date and duration

Upon execution by the parties, this agreement is effective as of February 2, 2023 (“Effective Date”) and shall remain in effect unless terminated or amended in accordance with the terms and conditions of this Agreement. City understands and agrees that the fees charged for any collection services provided under any prior collection service agreement after the Effective Date shall be paid at the rates provided in this Agreement.

2. Statement of Work

DOR shall offset any allowable refunds or sums due to debtors, unless prohibited by law. City represents and certifies to DOR that all necessary due process has been provided to establish its debtors’ liability for the debt and the amount owed, and that any debts assigned for collection under this Agreement are liquidated and delinquent, and statutorily eligible for the collection services provided under this Agreement. *Reference OAM 35.30.30 PO for definitions of liquidated and delinquent.*

Debt assigned to DOR under this Agreement is not eligible for DOR to issue warrants and garnishments, set up payment plans, process voluntary payments, send letters, or discuss debts with debtors.

a. City represents that the assigned debts are \$25 or greater and the debt type(s) are as listed:

b. Collection services: DOR shall provide to City the following collection service(s):

Refund offset only. Allowable refunds due a debtor will be offset against the assigned debt.

c. Collection fee: DOR shall charge, and City shall pay a collection fee, on all offsets received by DOR. The collection fee below will be paid by City through net distribution of collections after adjustments.

10% - Of amounts collected through refund offset

d. Collection disbursement: DOR shall disburse to City the amount collected after adjustments (“Net Distribution”) less DOR’s fees. Payments from DOR to City will be made by Automated Clearing House (ACH) transfer. No checks will be issued. *Reference OAM 35.40.30.*

e. Refunding policy: Overpayments by a debtor of any amounts collected by DOR must be refunded by City unless otherwise arranged.

f. Debt file exchange:

(1) City shall provide DOR with debt collection assignments within the standard formats and exchange systems established by DOR for this purpose. This includes, but is not limited to:

Electronic Extensible Markup Language (XML) file through File Transfer Server (FTS)

Text file through Revenue Online (ROL) for automated file exchange, or ROL manual input.

(2) DOR may change the standard formats and exchange systems in the future. DOR shall notify City of any changes before they take effect and provide necessary documentation to assist with transition.

DEPARTMENT OF REVENUE
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT
City of Albany

(3) City represents and warrants that it has received informed consent from the debtor or is authorized by law to use debtor's SSN for debt collection – *Reference OAM 35.40.30. PR.*

g. Returning debt:

(1) Debts may be recalled by City at any time. Assigned debt may be returned by DOR without advance notice for reasons such as bankruptcy or death, and in accordance with DOR policies and procedures, the Oregon Accounting Manual, and Revised Statutes.

(2) City must notify DOR immediately if an assigned debt becomes subject to a bankruptcy. DOR will immediately return the debt to City. If the debt survives bankruptcy, City may reassign the debt to DOR for collection services. If City fails to notify DOR in time for DOR to return debt without violating the automatic stay, City shall reimburse DOR in full for any attorney fees, costs, penalties or other expenses incurred by DOR as a result of the violation of the automatic stay.

h. Disputed debt:

City agrees to notify DOR of any disputes on assigned debt and DOR will notify City of any disputes. Disputed debt shall be placed in a non-collection status, until City satisfies the dispute. City must review the dispute and provide a determination to DOR within 30 days of notification by DOR of the dispute, or DOR may return the debt to City. *Reference OAM 35.30.30 for definitions of liquidated and delinquent.*

i. Reports:

All reports will be distributed via the Revenue Online Access ("ROL") web interface. If City elects to use the DOR File Transfer Service (FTS) for automated file exchange, reports may also be made in an alternative format by special arrangement.

j. ROL – Obligations:

(1) DOR is responsible for creating and maintaining login access for the highest level of access (Administrative level) for City employees for use in ROL. City agrees to notify DOR immediately when an employee with this access leaves City or under any circumstances whereby the employee's job duties no longer require this level of access.

3. Amendments to agreement

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

4. Termination of agreement

This Agreement may be terminated with a minimum of 30 days written notice by either party.

5. Access to records

Except with respect to confidentiality restrictions imposed by Oregon or federal law, DOR, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to City's books, documents, papers, and records, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcript.

DEPARTMENT OF REVENUE
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT
City of Albany

6. References

- (1) Oregon Accounting Manual (OAM), Chapter 35: egov.oregon.gov/DAS/SCD/SARS/oam_toc.shtml.
- (2) Oregon Revised Statutes (ORS): 1.197, 18.854, 190.110, 293.231, 293.233, and 293.250.
- (3) DOR policies and procedures.

7. Miscellaneous

a. Indemnity. City shall defend, save, hold harmless and indemnify the State of Oregon and DOR, and their subdivisions, officers, directors, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of or relating to the negligent acts or omissions of City or its officers, directors, employees, or agents under this Agreement.

b. Venue. Any claim, suit or action between DOR and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

c. Nonappropriation. DOR's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon it receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DOR, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of DOR.

d. Default.

1) Event of default. A party will be in default under this Agreement if:

- (a) the party commits any material breach or default of any covenant, warranty, obligation or other provision of this Agreement or fails to perform under this Agreement within the applicable time specified and
- (b) such breach, default or failure is not cured within business 10 days after the other party's notice.

2) Remedies. In the event a party is in default under this section, the other party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:

- (a) termination of this Agreement immediately upon receipt of written notice or upon such date as is stated in the notice;
- (b) withholding moneys due under this Agreement;
- (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (d) exercise any other remedy available in law or equity.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

DEPARTMENT OF REVENUE
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT
City of Albany

Each person signing this Agreement below on behalf of a party represents and warrants that he/she is duly authorized to sign for and bind its respective party.

Oregon Department of Revenue	City of Albany
Krista Olson, Procurement & Contracts Manager	Name/Title:
955 Center St NE	Address:
Salem OR 97301-2555	
Telephone: 503-945-7781	Telephone:
Fax number:	Fax number:
E-mail: Krista.Olson@oregon.gov	E-mail:
Signature:	Signature:
Date signed:	Date signed: