

Attachment A

City of Coburg, Oregon Independent Contractor Agreement for Collection Services

1. Authority. Independent Contractor has an active service contract on file with the State of Oregon (#3360-20). Section 8.I of the City of Coburg Purchasing Ordinance, allows the City to enter into contracts on a non competitive basis under the cooperative procurement provisions of the Oregon Public Contracting Code. The City is electing to do so for this contract. This Purchase Order is submitted pursuant to Oregon DAS Price Agreement # DASPS-3360-20. The Price Agreement, including standard contract terms and conditions contained in the Price Agreement, is incorporated by reference and applies to this purchase and takes precedence over all other conflicting terms and conditions, express or implied.

2. Remuneration. Pursuant to ORS 293.231 (12) Independent Contractor shall add 17.5% of the account balance to the account balance and that amount – 17.5% of the amount collected - shall be the Independent Contractor’s sole remuneration for work performed under this contract. In addition, Independent Contractor may deduct from amounts collected through litigation those costs and fees allowed pursuant to the terms of the State Contract (#3360-20) upon which this contract is based.

3. Contacts. Primary contacts for day-to-day function of the collections process are as follows:

For the City of Coburg	For Professional Credit Service
Mandy Balcom	Rob Nestell
Court Administrator	Sr. Account Executive
Mandy.Balcom@ci.coburg.or.us	Rob@professionalcredit.com
541 682-7859	541 335-2204

Contacts for administration of this contract are as follows:

For the City of Coburg	For Professional Credit Services
Anne Heath	Jeff Johnson
City Administrator	Chief Client Officer
anne.heath@ci.coburg.or.us	Jeff@professionalcredit.com
541 682-7871	541 335-2207

4. Non-Exclusive. This is a non-exclusive contract. City may use alternative means for the services to be provided under the provisions of this contract.

5. Specific Conditions

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- A. Litigation in any court, including small claims court, shall be undertaken only with prior written consent of the City Administrator for each case and shall be conducted in the name of the Independent Contractor. Such cases will be coordinated with the City Administrator.
- B. Interest on accounts shall be computed at 9% (nine percent) per annum accumulated daily.
- C. Payment plans may be entered into based on the contractor's judgment. The City would prefer to have payment plans not exceed 12 months.
- D. The City of Coburg will entertain compromise or settlement offers. Such offers must be submitted to the City Administrator for approval. In authorizing the City Administrator to enter into this contract, the City Council has vested the City Administrator with this power.
- E. The City has warrant and garnishment authority.
- F. Remittance is to occur every Monday for the collections from the prior business week. Contractor shall remit net funds collected to the following account: Key Bank 379681084602. Collection reports are to be submitted electronically along with the remittance.
- G. Contractor shall remit all requested reports in electronic format using Excel or PDF.
- H. City of Coburg authorizes contractor to report debtor information to Credit Bureaus.
- I. City of Coburg elects to exercise the option to bill Contractor for 2% (two percent) for any debtor payments made by check that are received directly by City (State contract provision I.6.e.4)