

Contract Review Sheet

Contract for Services

FI-6875-26

Title: Debt Collection Services

Contractor's Name: Boek Inc. dba The Western Agency

Department: Finance Department

Contact: Chalyce MacDonald

Analyst: Chalyce MacDonald

Phone #: (503) 584-4764

Term - Date From: Execution

Expires: March 31, 2029

Original Contract Amount: \$ 2,000,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 2,000,000.00 Amd% 0%

Incoming Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# FI1658-25

Description of Services or Grant Award

Contractor to assume responsibility of accounts sent to collections county-wide, and return net collection back to county.

The NTE \$2,000,000 incoming funds is a rough estimate based on net received funds by incumbent vendor from 2020-2025. Actual collections will vary year over year.

Desired BOC Session Date: 4/8/2026

Contract should be in DocuSign by: 3/18/2026

Agenda Planning Date: 3/26/2026

Printed packets due in Finance: 3/24/2026

Management Update: 3/24/2026

BOC upload / Board Session email: 3/25/2026

BOC Session Presenter(s) Jeff White

Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 03/17/2026

Finance - Contracts Date

Contract Specialist Date

Scott Norris 03/18/2026

Scott Norris (Mar 18, 2026 11:09:32 PDT)

Jan Fritz 03/23/2026

Jan Fritz (Mar 23, 2026 09:28:49 PDT)

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 8, 2026

Department: Finance

Title: Contract with The Western Agency for Debt Collection Services

Management Update/Work Session Date: March 24, 2026 Audio/Visual aids []

Time Required: 5 min Contact: Jeff White Phone: x4433

Requested Action: Approval of contract with Boek, Inc. dba The Western Agency for Debt Collection Services.

Issue, Description & Background: Marion County selected The Western Agency via Request for Proposals to assume responsibility of county accounts sent to collections, including open accounts with incumbent vendor (minus exceptions, such as accounts in litigation).

Financial Impacts: Net incoming funds of collected accounts.

Impacts to Department & External Agencies: Departments utilizing debt collection services will be given further instruction on new process for sending overdue accounts to collections.

List of attachments: Service Contract and Statement of Work

Presenter: Jeff White

Department Head Signature: Jeff White 03/18/2026

**MARION COUNTY
CONTRACT FOR SERVICES
FI-6875-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Boek Inc. dba The Western Agency, an Oregon S-Corporation hereinafter called Contractor.

RECITALS

WHEREAS, County is the owner, or represents the owner(s), of certain delinquent accounts that County desires to collect in an efficient and expeditious manner and desires to retain the services of a collection agency specializing in the collection of delinquent accounts.

WHEREAS, this Contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and is a formal procurement.

WHEREAS, County issued Request for Proposal FI1658-25 for Debt Collection Services on June 5, 2025.

WHEREAS, The Western Agency submitted a proposal in response to FI1658-25 on June 30, 2025, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to The Western Agency on September 4, 2025.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on March 31, 2029.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, listed in order of precedence, each of which is attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work

3. CONSIDERATION

- A. County will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If compensation is modified by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.
- C. Upon termination of this Contract, Contractor shall immediately cease all activities under this Agreement unless County expressly directs otherwise in the notice of termination. Contractor shall immediately deliver to County all products, documents, information, works-in-progress, and other property that are or would be deliverables. Upon County's request, Contractor shall immediately provide to anyone County designates, all documents, research or objects and other tangible things required to complete delivery of the products or performance of the services.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section.. County may, at its election and expense, assume its own defense and settlement.

- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other

than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

- A. FDCPA governs venue and jurisdiction in legal matters between the Parties (Agency and debtor) concerning consumer accounts assigned for collection.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the

policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

The Western Agency
Attn: Jason Denney
jdenney@boek-inc.com
7412 SW Beaverton-Hillsdale Hwy Ste 205
Portland, OR 97225

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, OR 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

29. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Jeff White 03/18/2026
Jeff White (Mar 18, 2026 09:15:26 PDT)
 Department Director or designee Date

Authorized Signature: Jan Fritz 03/23/2026
Jan Fritz (Mar 23, 2026 09:28:49 PDT)
 Chief Administrative Officer Date

Reviewed by Signature: Scott Norris 03/18/2026
Scott Norris (Mar 18, 2026 11:09:32 PDT)
 Marion County Legal Counsel Date

Reviewed by Signature: Chalyn McDonald 03/17/2026
 Marion County Contracts & Procurement Date

BOEK INC. dba THE WESTERN AGENCY SIGNATURE

Authorized Signature: _____ Date

Title: _____

EXHIBIT A
COLLECTION SERVICE
STATEMENT OF WORK

A. SERVICES AND DELIVERABLES

1. LISTING OF ACCOUNTS: Contractor shall list County accounts, upon County's request, via printout or electronic media, or by other mutually agreeable means.
2. REPORTS: Contractor shall provide the following reports as requested:
 - i. Alphabetical Acknowledgement of the receipt of accounts by Contractor for collection, as assigned by County, within five (5) business days after receiving accounts.
 - ii. Debtor Status Report (Inventory Report) indicating individual account information and details of collection efforts.
 - iii. Aged Statistical Analysis (Actuary Report) of overall collection efforts.
 - iv. Remittance Report detailing payments made on accounts referred to Contractor by County.
3. RECORD RETENTION & INSPECTION: Contractor shall maintain records in accordance with Oregon Revised Statutes (ORS) and Oregon Administrative Rule (OAR) accounting principles, as well as all laws and governmental regulations required of collection agencies. Contractor shall make such records, contracts, and books relating to agency functions available to County for audit or inspection, and available to those parties authorized in writing by County.
4. CREDIT REPORTING: Contractor reports consumer credit information directly to credit reporting agencies when permitted by credit reporting agencies at no cost to County. County may request that their consumer accounts listed with Contractor not be reported to credit reporting agencies.

B. RESPONSIBILITIES OF COUNTY

1. ACCOUNT INFORMATION: County shall provide Contractor with all account information necessary to accommodate collection functions.
2. ACCOUNT VERIFICATION: County hereby warrants that it has reviewed each account prior to listing that account with Contractor, and that each account is a valid and legally enforceable debt presently due, and that County has taken no action prior to assigning the account which would impair the collection of the account, and accounts are not

disputed or subject to any defense, offset, set-off, counterclaim, or bankruptcy proceeding.

3. ACCOUNT DOCUMENTATION AND WITNESSES: County agrees to provide additional account documentation, billing statements, and witnesses as reasonably necessary for the purpose of validation of debts and/or legal actions in pursuit of collecting assigned account(s). In the event County is unable to locate and/or deliver necessary account documentation, County agrees to provide an Affidavit of Lost Document or Affidavit of Correctness.
4. ASSIGNMENT OF JUDGMENT FORM: County agrees to provide an Assignment of Judgment form relevant to the proper jurisdiction to Contractor as needed.
5. DIRECT PAYMENTS AND DISPUTES: County shall promptly notify Contractor of any and all instances in which the status of delinquent accounts changes, such as disputes and payments made directly to County.

C. ASSIGNMENT OF ACCOUNTS

1. EFFECTIVE DATE OF ASSIGNMENT: Referral of an account by County to Contractor, either in oral, written, or electronic form, shall become effective as an assignment upon mailing or transmittal by Contractor of an acknowledgment of the referral.
2. MASTER ASSIGNMENT CONTRACT: County will from time to time refer accounts to Contractor for collection, which referral will be electronic or written. Upon acknowledgement of the receipt by Contractor of an account for collection, such referral shall become effective as an assignment of such account, as fully and perfectly as though a separate written assignment had been executed and delivered assigning such account by County to Contractor. For purposes of collection of the accounts assigned under this Contract, and subject to the Termination and Cancellation provisions of this Contract, County grants, assigns and transfers and sets over all of County's rights, title and interest to the accounts including but not limited to principal, interest, costs, and fees to Contractor and authorizes Contractor to enforce any of County's rights to compromise and settle said debts within Contractor's delegated authority, and to endorse and collect any money order, check or other instrument received in County's name for payment for said debts.

D. ENFORCEMENT AND COLLECTION AUTHORITY

1. ENFORCEMENT AUTHORITY: Proceedings to enforce a judgment assigned to Contractor by County may include:
 - a. Writ of execution proceedings for personal property under ORS 18.252 to 18.993.
 - b. Proceedings in support of execution under ORS 18.265, 18.268 and 18.270.
 - c. Garnishment proceedings under ORS 18.600 to 18.850.
 - d. The issuance of a writ of execution on real property under ORS 18.252 to 18.993. A writ of execution on real property may be issued only after the judgment or judgments or have been transcribed or recorded in the manner provided by ORS 52.635.
 - e. Any other manner of judgment enforcement allowed by law. Contractor agrees to advance any and all legal costs arising from such enforcement proceedings. When Contractor collects an account, in whole or in part, by way of enforcement proceeding described above, Contractor may first deduct any and all legal costs advanced in such proceeding before remitting the principal amount to County.
 - f. Unless otherwise agreed in writing, Contractor shall have full power and authority to endorse and collect any check, money order, and/or other instrument in payment of any accounts assigned to Contractor.
 - g. Unless an account is already a judgment, Contractor shall have full power and authority to institute legal collection action on any account assigned by County and to bring such legal action in the name of Contractor.
2. FORWARD AUTHORITY: Contractor may, when not permitted to collect in the state debtor resides, forward County accounts to an external collection agent, agency, or attorney in order to enforce collection.
3. SETTLEMENT AUTHORITY: Contractor will not accept any compromise or settlement for the principal balance on County's accounts that is less than the amount assigned without prior approval from County.

E. PAYMENTS

1. PAYMENTS RECEIVED BY CONTRACTOR: Contractor shall remit payments on account to County, less compensation as provided in Section F below, along with a detailed, monthly report of payments. Payments made to Contractor on accounts shall be deposited in a dedicated County trust account maintained by Contractor on behalf of County, less compensation due to Contractor as described in section F below.

2. **PAYMENTS RECEIVED BY COUNTY:** County shall promptly notify Contractor orally or in writing of any payments made directly to County on any account previously referred to Contractor. For each such payment made directly to County, Contractor shall be authorized to retain from County, the applicable commission fee percentage specified in Section F.

F. COMPENSATION AND COSTS

The collection fee on payments made to Contractor and directly to County on accounts placed with Contractor for collection shall adhere to the following schedule:

1. **General Placements:** Contractor to remit 82.5% of principal balance due and 50% of the accrued interest collected to County.
 - 82.5% of principal amount due and collected to be remitted to County.
 - 17.5% of principal amount will be retained by Contractor
 - 50% of interest accrued and collected will be remitted to County.
 - 50% of interest accrued and collected will be retained by Contractor.

“General Placement” defined: Balance at stage of standard collection such as calls and letters is not previously disputed, included in a bankruptcy, or subject to a legal proceeding to-date.

County may use Oregon Statutes to offset Contractor’s cost for collections.

2. **Legal and Forwarded Accounts:** Contractor to remit 82.5% of principal amount due and 50% of accrued interest collected to County.
 - 82.5% of principal balance due and collected to be remitted to County.
 - 17.5% of principal amount due will be retained by Contractor.
 - 50% of interest accrued and collected will be remitted to County.
 - 50% of interest accrued and collected will be retained by Contractor.

“Legal Accounts” defined: Balance requiring special handling by legal staff, including dispute, bankruptcy, deceased, any legal action, judgment, garnishment or other legal process before or after placement with Agency.

Per County directive on May 21, 2007, Contractor is authorized to take legal action in the form of garnishments and small claims court actions on behalf of County. Marion County reserves the right to revoke authorization to take legal action at any time.

3. **FORWARDING COLLECTION SERVICE:** Are those accounts where obligor/consumer has moved away from Oregon or Washington and Contractor has incurred fees in

connection with forwarding account to an out-of-state collection agent, agency, or attorney in order to enforce collection.

4. **SECOND PLACEMENT ACCOUNTS:** A commission rate of 17.5 percent (17.5 %) shall be paid to Contractor on principal payments received by either Contractor or County on assigned accounts that have been previously held by other collection agencies.
 5. **COSTS & LEGAL FEES:** Contractor shall pay its own costs, court costs and legal fees associated with the collection of delinquent accounts pursuant to this Contract. Contractor shall retain all attorney fees, court costs, and other fees from first funds recovered in collection of County accounts.
 6. **PAYMENT OF COMPENSATION:** Unless otherwise agreed in writing, all accounts are assigned on a contingency basis. Compensation will be paid to Contractor only on accounts collected.
- G. CANCELLATION POLICY:** County shall have the right to cancel, at no expense to County, assignment of accounts, which were assigned in error. County accounts for which Contractor has expended legal fees and/or regularly paying accounts established by Contractor shall not be cancelled until Contractor's legal fees and compensation are reimbursed and paid.