

AGREEMENT - MUNICIPAL COURT

NOW on this ____ day of _____, 201__, this Agreement is entered into by the Accounts Receivable Setoff Program, Department of Administration, State of Kansas (hereafter the *State*) and _____ (hereafter the *Municipal Court*).

The Municipal Court desires to enter into this agreement for the purpose of utilizing the debt setoff procedures provided for in K.S.A. 75-6201 *et. seq.* Upon execution of this agreement by the parties, and upon compliance with the terms hereinafter stated, the State agrees to accept debts submitted by the Municipal Court to the State Debt Setoff Program.

TERM OF AGREEMENT

This agreement shall be in effect from _____, 201__.

TERMINATION

Either party to this agreement may terminate such without cause, upon 30 days written notice. Upon termination pursuant to this paragraph the State shall pay to the Municipal Court any monies then held by the State for the Municipal Court pursuant to the terms of this Agreement. Upon termination of this agreement for any reason the Municipal Court agrees to pay to the State any fees owed to the State as of the date of termination.

FEES

The State shall be entitled to an 18.4% collection fee for all monies collected on Municipal Court debts submitted by computer tape or other electronic medium acceptable to the State, with accompanying social security numbers (SSNs) or employer identification numbers (EINs). The State shall be entitled to a 23.4% collection fee for all monies collected on Municipal Court debts submitted on paper, or without accompanying SSNs or EINs, or both. The State shall be entitled to a collection fee, at the applicable rate, from all monies collected by the Municipal Court or its agents subsequent to notice being provided to the debtor pursuant to K.S.A. 75-6206, as amended. The State shall net out its collection fee from collections made through the Setoff Program. The Municipal Court will be billed for collections made by the Municipal Court or its agents subsequent to notice pursuant to K.S.A. 75-6206, as amended, if the Setoff Program is unable to net from collections. Payment for such billing shall be due within 30 days of the date of the billing.

DATA TO BE SUBMITTED

When submitting a debt to the Setoff Program the Municipal Court shall submit to the State such data as the State may prescribe, in a form acceptable to the State. The Municipal Court shall provide, at a minimum, the name and last known address of the debtor, a 30 character description of the debt (e.g., parking fine, library book fine, property tax debt), and the current dollar amount of the debt. It is preferable that the SSN or EIN of the debtor be submitted as well. In addition, the Municipal Court shall certify that at least three attempts (oral or written communication) have been made to collect the debt prior to its submission to the Setoff Program.

DOLLAR LIMITATION ON DEBTS

All debts submitted by the Municipal Court shall be in an amount equal to or greater than \$25.

CONTACT PERSON

For purposes of communication between the State and the Municipal Court in regard to debts submitted by the Municipal Court the respective contact persons are as follows:

For the Municipal Court: _____ (____)_____- _____
Fax: (____)_____- _____
Email address: _____

For the State: Linda Maike (785) 296-4234
Fax: (785) 296-1477

ACCOUNT ADJUSTMENTS

The Municipal Court agrees to notify the State within seven days of the date that a debt has been settled through payment in full or compromise. The Municipal Court agrees to advise the State at least one time per calendar year of payments received and applied to debts placed with the Setoff Program, and of debt interest accumulations occurring since the last account adjustment report. The annual account adjustments may be provided upon return of the master listing to the Setoff Program, which master listing will be provided to the Municipal Court during the last quarter of each calendar year. The Municipal Court is not precluded from making more frequent reports of account adjustments. Upon notification that a match has been made against a debt owed to a Municipal Court, the Municipal Court shall notify the Setoff Program in writing within 10 days of any necessary adjustments to the account.

DECERTIFICATION OF ACCOUNTS

The Municipal Court may, at any time, decertify any debt previously submitted to the Setoff Program. The Municipal Court shall decertify within seven days any debt which has been compromised or paid in full. When debts are decertified subsequent to a match being made by the Setoff Program against a payment in process, the Municipal Court shall provide a brief explanation as to the reason for the decertification. The Municipal Court need not explain the reason for decertifying a debt which is unmatched.

SUBMISSION AND RETURN OF ACCOUNTS

For accounts which are submitted by the Municipal Court without a SSN or EIN the Setoff Program will use its resources to determine the debtor's SSN or EIN. In cases where such an identifying number cannot be found the account will be returned to the Municipal Court. The State reserves the right to refuse or return accounts at any time, without cause. The Setoff Program will not accept from the Municipal Court debts of the State or any State agencies or of other municipalities, except as may be specifically allowed by law.

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

Marilyn Jacobson, Director
Office of General Services

By: _____
Pam Fink, Manager
Shared Services Section

Municipality

By: _____

EIN: _____