

# Bourbon County Agenda Request

Proposed for the following agenda to be held on: 2/8/22

Date: 2/1/22

Contact Name: Susan Bancroft

Department or Citizen requesting: Landfill

Agenda Topic: State Setoff Agreement

Action Requested: Approve application/agreement w/ State Setoff

Budget Impact: (if applicable) \$ \_\_\_\_\_

Agreements/Contracts reviewed by County Counsel & Attached:

Yes or No

Reviewed by Finance Director:

Susan E Bancroft

Date: 2/1/22

Departments affected notified  Yes or No

Date to County Clerk: 2/1/22

**AGREEMENT - MUNICIPAL**

NOW on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, this Agreement is entered into by the Accounts Receivable Setoff Program, Department of Administration, State of Kansas (hereafter the \*State\*) and \_\_\_\_\_ (hereafter the \*Municipality\*).

The Municipality 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 Municipality to the State Debt Setoff Program.

**TERM OF AGREEMENT**

This agreement shall be in effect from \_\_\_\_\_, 20\_\_\_\_\_.

**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 Municipality any monies then held by the State for the Municipality pursuant to the terms of this Agreement. Upon termination of this agreement for any reason the Municipality agrees to pay to the State any fees owed to the State as of the date of termination.

**FEEES**

The State shall be entitled to a 19% collection fee for all monies collected on Municipality 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 24% collection fee for all monies collected on Municipality debts submitted on paper, or without accompanying SSNs or EINs, or both. The State shall net out its collection fee from collections made through the Setoff Program.

**DATA TO BE SUBMITTED**

When submitting a debt to the Setoff Program the Municipality shall submit to the State such data as the State may prescribe, in a form acceptable to the State. The Municipality 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 Municipality 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 Municipality shall be in an amount equal to or greater than \$25.

**CONTACT PERSON**

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

Municipality Contact: Bourbon County Public Works  
Mailing Address: 210 S. National  
City: Fort Scott State KS Zip 66701  
Telephone Number: 620.223.3800 Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

State Contact: Doug Craig  
Telephone Number: 785-296-2474 Fax Number: 785-296-1477

**ACCOUNT ADJUSTMENTS**

The Municipality agrees to notify the State within seven days of the date that a debt has been settled through payment in full or compromise. The Municipality 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 Municipality during the last quarter of each calendar year. The Municipality 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 Municipality, the Municipality shall notify the Setoff Program in writing within 10 days of any necessary adjustments to the account.

**DECERTIFICATION OF ACCOUNTS**

The Municipality may, at any time, decertify any debt previously submitted to the Setoff Program. The Municipality 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 Municipality shall provide a brief explanation as to the reason for the decertification. The Municipality need not explain the reason for decertifying a debt which is unmatched.

**SUBMISSION AND RETURN OF ACCOUNTS**

For accounts which are submitted by the Municipality 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 Municipality. The State reserves the right to refuse or return accounts at any time, without cause. The Setoff Program will not accept from the Municipality 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.

By: \_\_\_\_\_  
Doug Craig, Setoff Team Lead

Municipality  
\_\_\_\_\_

By: \_\_\_\_\_

Employer's Identification Number (EIN): \_\_\_\_\_