



# Contract Review Sheet

PO910258

Purchase Order #: PO910258 Amendment #: \_\_\_\_\_

Contact: Fabiola Rivera-Ceja Department: Finance

Phone #: x4761 Date Sent: Thursday, July 14, 2022

Title: Collection Services

Contractor's Name: Professional Credit Services

Term - Date From: July 1, 2022 Expires: June 30, 2023

Contract Total: \$ 210,000.00 Amendment: \$ - New Total: \$ 210,000.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # DASPS-3360-20

Description of Services or Grant Award

Collection services for Marion County. Collection fees at 17.5% of total amount collected on account sent after 8/11/21 and 235 for those prior for all county departments.

Desired BOC Session Date: 8/10/2022 BOC Planning Date: 7/28/2022

Files submitted in CMS: 7/20/2022 Printed packet & copies due in Finance: 7/26/2022

BOC Session Presenter(s) Jeff White

## FOR FINANCE USE

Date Finance Received: 7/14/2022 Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 8/10/2022

Department: Finance Agenda Planning Date: 7/28/2022 Time required: 5

☐ Audio/Visual aids

Contact: Fabiola Rivera-Ceja Phone: x4761

Department Head Signature:

**TITLE** Collection Services

Issue, Description & Background Collection services for Marion County. Collection fees at 17.5% of total amount collected on account sent after 8/11/21 and 235 for those prior for all county departments.

Financial Impacts: \$210,000

Impacts to Department & External Agencies none

Options for Consideration: 1) approve PO910258 for collection services  
2) do not approve PO910258 for collection services  
3) take no action at this time

Recommendation: approve PO910258 for collection services

List of attachments: Purchase Order 910258  
Purchase Request  
Request for Authorization

Presenter: Jeff White

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to: Fabiola Rivera-Ceja - FaRiveraCeja@co.marion.or.us, Jeff White - jdwhite@co.marion.or.us

## REQUEST FOR AUTHORIZATION OF CONTRACT

**Date:** July 14, 2022  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Toby Giddings  
**Subject:** Retroactive

The Marion County Finance Department is requesting approval of a retroactive contract (Purchase Order) as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Professional Credit Service for Collection Services for Marion County with a value of \$165,500.00 and will be effective retroactive to July 1, 2022, upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The request for a purchase order was not received until after July 1, 2022.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

We will work with requestors to ensure requests are submitted in a more timely manner.

Submitted by:

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Toby Giddings  
Finance Department

Acknowledged by:

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Department Head



# MARION COUNTY FINANCE DEPARTMENT

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

PROFESSIONAL CREDIT SERVICE  
PO BOX 7548  
SPRINGFIELD, OR 97475 United States

Purchase Order		
Purchase Order No	Revision	Page
910258		1
<b>Ship To:</b>		
Marion County Finance Department 555 Court St Ne Ste 4247 Salem,OR 97301 United States		
<b>Bill To:</b>		
Marion County Finance Department Po Box 14500 Salem,OR 97309 United States		

Customer Acct No	Supplier No 541784	Order Date / Buyer 14-JUL-22 Fabiola Rivera Ceja	Revised Date / Buyer Fabiola Rivera Ceja
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ( )	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>DEPARTMENT CONTACT: FABIOLA RIVERA-CEJA PHONE NUMBER: 503-584-4761 EMAIL: FARIVERACEJA@CO.MARION.OR.US</p> <p>THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # AND/OR PRICE AGREEMENT #DASPS-3360-20 GOOD THROUGH 5/1/25. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S &amp; C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S &amp; C'S, EXPRESS OR IMPLIED.</p> <p>THE FOLLOWING COUNTY DEPARTMENTS (INCLUDING EACH OF THEIR SUB-DIVISIONS) WILL BE UTILIZING THIS PURCHASE ORDER FOR COLLECTIONS: ASSESSOR'S OFFICE, BOARD OF COMMISSIONERS, BUSINESS SERVICES, COMMUNITY SERVICES, CLERK'S OFFICE, DISTRICT ATTORNEY, HEALTH, INFORMATION TECHNOLOGY, JUSTICE COURT, JUVENILE, LEGAL COUNSEL, PUBLIC WORKS, AND SHERIFF'S OFFICE.</p> <p>PER THE MARION COUNTY BOARD OF COMMISSIONERS DIRECTIVE ON MAY 21, 2007, PROFESSIONAL CREDIT SERVICE IS AUTHORIZED TO TAKE LEGAL ACTION IN THE FORM OF GARNISHMENTS AND SMALL CLAIMS COURT ACTIONS ON BEHALF OF MARION COUNTY. MARION COUNTY RESERVES THE RIGHT TO REVOKE AUTHORIZATION TO TAKE LEGAL ACTION AT ANY TIME.</p> <p>ACCOUNTS SUBMITTED TO PROFESSIONAL CREDIT SERVICES FOR COLLECTIONS WILL BE CANCELED ONLY AT THE REQUEST OR APPROVAL OF MARION COUNTY. PROFESSIONAL CREDIT SERVICE WILL SUBMIT ANY RECOMMENDATIONS FOR ACCOUNT CANCELLATIONS TO MARION COUNTY PRIOR TO AN ACCOUNT BEING CANCELLED. ACCOUNTS WILL REMAIN IN COLLECTIONS UNTIL CANCELED AS STATED ABOVE. MARION COUNTY SHALL REIMBURSE ANY LEGAL EXPENSES INCURRED BY PROFESSIONAL CREDIT SERVICE IF THE COUNTY CANCELS AN ACCOUNT AFTER LEGAL PROCEEDINGS HAVE BEGUN.</p> <p>CONTRACTOR COMMISSION RATES: 17.5%</p> <p>SERVICE RENEWAL DATE: 07/01/2022</p>					

	<b>Total</b>	\$165,500
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<p>INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> <li>Please direct any questions concerning this purchase order to invoiced department.</li> <li>Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.</li> <li>Separate invoices must be submitted for each Purchase Order.</li> <li>Do not overship or substitute.</li> <li>If you cannot supply the items requested, please notify issuing authority at once.</li> </ol>	<p><b>Note : Please notify department contact (above) for all inquiries regarding this Purchase Order</b></p> <p><b>Authorized By:</b> _____ <b>MARION COUNTY PURCHASING</b> <b>NOT VALID Unless Signed By Purchasing</b></p>
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# MARION COUNTY FINANCE DEPARTMENT

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

PROFESSIONAL CREDIT SERVICE  
PO BOX 7548  
SPRINGFIELD, OR 97475 United States

Purchase Order		
Purchase Order No	Revision	Page
910258		2
<b>Ship To:</b>		
Marion County Finance Department 555 Court St Ne Ste 4247 Salem,OR 97301 United States		
<b>Bill To:</b>		
Marion County Finance Department Po Box 14500 Salem,OR 97309 United States		

Customer Acct No	Supplier No 541784	Order Date / Buyer 14-JUL-22 Fabiola Rivera Ceja	Revised Date / Buyer Fabiola Rivera Ceja
Payment Terms Immediate		Ship Via Best method	F.O.B Destination
Freight Terms Prepaid		Request Or Deliver To	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>MARION COUNTY DOES PASS THE COST OF COLLECTION TO THE DEBTOR PER ORS 293.231(12).</p> <p>MARION COUNTY DOES ENTERTAIN COMPROMISE OR SETTLEMENT OFFERS.</p> <p>MARION COUNTY DOES HAVE WARRANT OF GARNISHMENT AUTHORITY.</p> <p>REMITTANCE IS TO OCCUR EVERY FRIDAY FOR THE COLLECTIONS FROM THE PRIOR BUSINESS WEEK. COLLECTION REPORTS ARE TO BE SUBMITTED VIA MAIL, EXCEL AND PDF WITH PHYSICAL CHECKS AND THE REMITTANCE ATTACHED ADDRESSED TO THE FOLLOWING: MARION COUNTY FINANCE DEPARTMENT ATTN: CYNDI CHYTKA PO BOX 14500 SALEM, OREGON 97309</p> <p>MARION COUNTY AUTHORIZES CONTRACTOR TO REPORT DEBTOR INFORMATION TO CREDIT BUREAUS AS ALLOWED BY LAW.</p> <p>MARION COUNTY DOES AUTHORIZE CONTRACTOR TO PURSUE SMALL CLAIMS AND GARNISHMENTS, PROVIDED CONTRACTOR RECEIVES GENERAL AUTHORIZATION FROM DEPARTMENT OF ADMINISTRATIVE SERVICES.</p> <p>MARION COUNTY REQUIRES CONTRACTOR TO APPLY PAYMENTS FIRST IN FIRST OUT (FIFO) WHEN MORE THAN ONE ACCOUNT EXISTS FROM AUTHORIZED PURCHASER UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE ACCOUNT HOLDER.</p>					
<b>Total</b>						\$165,500

## INSTRUCTIONS TO VENDOR

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- Separate invoices must be submitted for each Purchase Order.
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**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

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

**MARION COUNTY PURCHASING**  
NOT VALID Unless Signed By Purchasing



# MARION COUNTY FINANCE DEPARTMENT

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

PROFESSIONAL CREDIT SERVICE  
PO BOX 7548  
SPRINGFIELD, OR 97475 United States

## Purchase Order

Purchase Order No	Revision	Page
910258		3

### Ship To:

Marion County Finance Department  
555 Court St Ne Ste 4247  
Salem,OR 97301  
United States

### Bill To:

Marion County Finance Department  
Po Box 14500  
Salem,OR 97309  
United States

Customer Acct No	Supplier No 541784	Order Date / Buyer 14-JUL-22 Fabiola Rivera Ceja	Revised Date / Buyer Fabiola Rivera Ceja
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ( )	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	COLLECTION FEES AT 17.5% OF TOTAL AMOUNT COLLECTED ON ACCOUNT SENT AFTER 8/11/21 AND AT 23% FOR THOSE PRIOR; FOR JUSTICE COURT			US DOLLAR		\$160,000
2	COLLECTION FEES AT 17.5% OF TOTAL AMOUNT COLLECTED ON ACCOUNT SENT AFTER 8/11/21 AND AT 23% FOR THOSE PRIOR; FOR PAROLE AND PROBATION			US DOLLAR		\$5,000
3	COLLECTION FEES AT 17.5% OF TOTAL AMOUNT COLLECTED ON ACCOUNT SENT AFTER 8/11/21 AND AT 23% FOR THOSE PRIOR; F			US DOLLAR		\$300
4	COLLECTION FEES AT 17.5% OF TOTAL AMOUNT COLLECTED ON ACCOUNT SENT AFTER 8/11/21 AND AT 23% FOR THOSE PRIOR; FOR SOLID WASTE			US DOLLAR		\$200
					<b>Total</b>	<b>\$165,500</b>

#### INSTRUCTIONS TO VENDOR

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- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

**Note : Please notify department contact (above) for all inquiries regarding this Purchase Order**

Authorized By: \_\_\_\_\_  
**MARION COUNTY PURCHASING**  
NOT VALID Unless Signed By Purchasing

## MARION COUNTY TERMS AND CONDITIONS

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the 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 the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

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

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract 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. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:		
	Department Director or designee	Date

Authorized Signature:		
	Chief Administrative Officer	Date

Reviewed by Signature:		
	Marion County Legal Counsel	Date

Reviewed by Signature:		
	Marion County Contracts & Procurement	Date



[illegible]

## **Purchase Request: Instructions**

### **About the Form:**

A Purchase Request is used when ordering goods or services from a supplier. Once the Purchase Request is completed, it is sent to the Contracts or Accounting Specialist.

### **Signature Authority Thresholds (no contract)**

1. PO's up to \$5,000 anyone with a "manager" title may approve.
2. PO's \$5,000.01 - \$50,000 must have a Department Head or Division Director approval.
3. PO's \$50,000.01 to \$100,000 must have CAO approval
4. PO's \$100,000.01 or greater must have Board of Commissioners approval

**Note:** The Purchase approval limits are for Standard Purchase Orders not requiring a contract (e.g cooperative agreements or solicitations for goods). Please consult with your department if approval limits are more restrictive.

### **Outline of Process:**

#### **Contract Administrator (CA) Responsibilities**

1. CA or Manager identifies required specification and selects appropriate supplier to provide the goods or services.
2. CA or Manager completes the Purchase Request Form and attaches any supporting documents for the purchase of goods/or services.
3. CA Provides the Contracts Specialist (or designee) with the signed Purchase Request Form with supporting documentation (email, quotes, proposals etc.)
4. Contract Specialist (or designee) obtains appropriate signature authority thresholds. If the CAO is required to sign, send Purchase Request Form to the Finance Department. For purchases of good that require Board of Commissioners approval, follow the Contract Review Process.
5. Supplier provides services or ships goods to the department. CA will verify Goods/ or Services are accepted as agreed.

#### **Program Manager Responsibilities**

1. Program Manager verifies budget and funding code, and purchasing authority is accurate.

#### **Contracts or Accounting Specialist**

1. Typical turnaround time for a Standard Purchase order (no contract) is 24 hours, provided the above criteria (appropriate signature and budget verification) are met.
2. Creates Purchase order, attaching authorized Purchase Request form with supporting documentation and submits for approval.

### **Instructions for Completing the Form:**

1. Date of Request
2. Company name, address and phone numbers
3. Description: Add description of goods to be purchased, including the date to be delivered. For services, attach the Statement of Work form.
4. Attach the Vendor's quote.
5. Attach copy of cooperative agreement; when applicable.
6. Signature based on signature authority thresholds.

### **Amendments to Purchase Orders:**

Follow the same process outlined above. In the Description field add, "Amendment PO \_\_\_\_\_."