

## **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 beginning \_\_\_\_\_, 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.

### **FEES**

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.

