

**RESOLUTION NO. 10-01-2007**

**A RESOLUTION APPROVING AN AGREEMENT  
WITH THE OFFICE OF STATE DEBT COLLECTION**

WHEREAS, the City of Santaquin ("City") is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City has established and operates a Justice Court in accordance with the applicable provisions of Utah law; and

WHEREAS, the Office of State Debt Collection, ("OSDC") is an agency established pursuant to the authority of the Utah Legislature with the authority to collect accounts receivable for courts; and

WHEREAS, the City Council finds that the best interests of the City will be served by an agreement with OSDC for collection of certain accounts receivable of the Santaquin Justice Court, and OSDC is willing to provide those services to the Santaquin Justice Court;

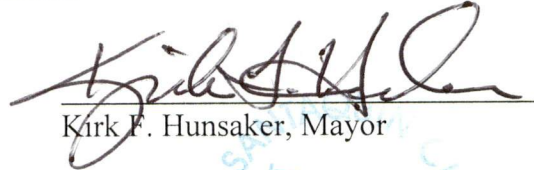
NOW, THEREFORE, BE IT RESOLVED by the Santaquin City Council as follows:

Section 1. The terms and conditions of the agreement titled "Memorandum of Understanding" ("the Agreement") between the City of Santaquin and the Office of State Debt Collection, a copy of which is attached hereto as Exhibit A, are in the best interests of the Santaquin Justice Court and the City.


Section 2. The Mayor and City Recorder are hereby authorized to execute the Agreement and all documents reasonably necessary to accomplish the purposes thereof.

Section 3. This Resolution shall take effect upon adoption by the City Council.

Adopted and approved this 18 day of October, 2017.

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
Susan B. Farnsworth, City Recorder



## Memorandum of Understanding

RECEIVED OCT 23 2017

### State of Utah Office of State Debt Collection

1. **PARTIES:** The Parties to this Memorandum of Understanding (MoU) are: The Office of State Debt Collection (OSDC) and the Santaquin Justice Court (The Court).
2. **PURPOSE:** This MoU establishes an agreement by which the Parties can work together to collect debts owed to The Court and in cases handled by The Court.
3. **TERM:** This MoU will become effective the Date that all Parties have signed the MoU. The MoU will remain in effect until terminated by a 60-day advance written notice sent by any Party hereto to an individual of sufficient authority (i.e., manager, administrator, etc.) for the other Party.
4. **AUTHORITY:** The OSDC has statutory authority to collect accounts receivable for courts under Utah Code Ann. § 63A-3-501 et seq, and criminal courts have authority to transfer overdue debts to OSDC under Utah Code Ann. § 77-18-6. This MoU outlines the understanding between the Parties, and is meant to comply with Utah law. In any apparent conflict between the Utah Code and this memorandum, the Utah Code shall govern.

Each signor to this MoU hereby represents that he or she has the authority to enter into agreements on behalf of his or her respective entity and to agree to each and every term herein.

5. **RELATIONSHIP:** There exists a service provider/client relationship between The Court and the OSDC.
6. **COLLECTION:**
  - A. The Court will create a judgment and send corresponding collection accounts ("Accounts") to OSDC. It is the Court's responsibility to ensure that the judgment is properly filed and recorded; in part, to ensure any appropriate liens are in place.
  - B. Accounts will be transmitted to OSDC from the Court via CORIS interface file. Accounts will be entered into CORIS by the Court and OSDC will retrieve the relevant data via the interface file from CORIS. The Court is responsible for the accuracy of data submitted. OSDC is responsible for ensuring that the information retrieved from CORIS is maintained accurately.
    - i. The Court will provide a list of one or more contact persons along with contact information to which requests for information or documentation may be made.
    - ii. The Court will input all information requested in CORIS to the extent that it is known. This information will allow OSDC to work cases and collect the debts independently.
    - iii. Inquiries by the debtor which are beyond the information provided to OSDC will be referred to a designated person of valid position as designated by the Court for such inquiries, or to the Court in general if no such person is designated.
  - C. OSDC may use any legal means it deems appropriate to collect the accounts at its discretion. The collection methods include, but are not limited to: garnishments, liens, and using outside third party collection agencies. The Utah Attorney General's Office provides legal counsel for OSDC.

- D. OSDC may add collection costs and interest to Accounts when they are received from the Court, as allowed per statute.
- E. OSDC may contact a designated person at the Court for approval of any settlement negotiations that would result in less than full payment. OSDC does have full authority to make any adjustments to collection fees and interest charges that they deem appropriate. Adjustments will not be made to restitution amounts without prior approval from the victim.
- F. If at any time OSDC determines that the debt is uncollectable for any reason, including, but not limited to, death, disability, statute of limitations, or other reasons, OSDC may, in its discretion, stop collection efforts and these accounts will be reported to the Court.
- G. The Court has the right to modify Accounts.
  - i. The Court may recall Accounts from OSDC at any time. Accounts may be recalled by sending an email to [osdcommon@utah.gov](mailto:osdcommon@utah.gov). The email must include a reason for the recall.
  - ii. To modify the amount or distribution codes of Accounts, the Court must first recall the Accounts from OSDC, modify the Accounts in CORIS, and then re-send the corrected Accounts to OSDC. Adjustments to an Account shall be entered within 5 days in CORIS. OSDC will update its records based on the re-submitted Accounts from the CORIS interface.
  - iii. Accounts placed with OSDC may not be recalled for the purpose of reducing or avoiding payment of the statutory collection fees.
- H. Payments on Accounts within the control of OSDC will be processed by OSDC.
  - i. Payments received by the Court within five days of submitting an account to OSDC may be processed by the Court, if this occurs the Court shall notify OSDC of the new balance. Payments received after five days will be forwarded to OSDC to be processed.
  - ii. Guaranteed funds, including but not limited to: Money Orders, Credit Cards, Cash, Title Company Checks, Cashier's Checks, and Electronic Fund Transfers, will be processed and remitted upon receipt.
  - iii. Non-Guaranteed funds, including personal checks and Finder payments, will be held for a period of two weeks prior to remitting to the Court to ensure that the funds clear.
  - iv. Once a payment is received that results in a \$0.00 account balance, OSDC will file a Satisfaction with the Court.
- I. OSDC may take its collection costs out of the received payments prior to remitting the balance to the Court.
  - i. On Accounts collected in full, including collection costs and interest, OSDC will take the collection costs, and interest related to the collection costs.
  - ii. On Accounts negotiated to collection for an amount other than full payment, OSDC will take the statutorily provided collection amount. This amount is subject to statutory authority and is subject to change by the legislature.
- J. Remittance will be made to the Court and other payees by draft or electronic transfer.
  - i. Remittance to the Court will be done in a single draft at least monthly, unless the collected amount for the month is less than \$25.00, in which case the balance will carry over and be added to the next month. Monies collected do not accrue interest for the time from collection to remittance to the Court. At fiscal year-end a draft will be issued regardless of the amount.
  - ii. OSDC will remit payments to the CORIS distribution codes placed with each of the Accounts by draft or electronic transfer. Distribution to the various

distribution codes will be per statute identified in Utah Code Section 77-18-6 in accordance with Sections 51-9-402, 63A-3-506, and 78A-7-120.

iii. Each month OSDC will provide the Court an itemization of remittances based on CORIS Accounts provided by the Court. It will be the Court's responsibility to ensure the CORIS distribution codes appropriately allocate the payments.

K. Bankruptcy or Death notices received by the Court will be forwarded to OSDC within 5 days of receipt so appropriate action can be taken on the account.

7. **REPORTING:** OSDC will provide access to an online reporting tool for the Court to keep track of the accounts that OSDC has. This reporting system is updated monthly on the last business day of each month, and on the actual last day of each quarter. This system allows for reporting that shows outstanding cases, balances, closed cases, and collected amounts. If additional reporting is required, OSDC will work with the Court to provide any necessary tracking information. The Parties will be available to meet as needed to discuss any issues with the ongoing collection efforts. Additionally each Party will ensure that all other Parties have good contact information (name, email address, and phone number) of the primary contact for that party.

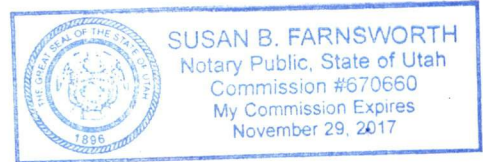
Kirk F. Hunsaker \_\_\_\_\_  
Santaquin Justice Court                      Date    10/18/17

The foregoing affidavit was sworn to and subscribed before me this 18<sup>th</sup> day of October, 2017, by Kirk F. Hunsaker who is personally known to me or presented a valid driver's license or other Utah DMV-issued identification card.

State of Utah )

Susan B. Farnsworth  
NOTARY PUBLIC

County of Utah )



Robert Johnson \_\_\_\_\_  
OSDC    Date    10/24/17

The foregoing affidavit was sworn to and subscribed before me this 24<sup>th</sup> day of October, 2017, by Robert Johnson who is personally known to me or presented a valid driver's license or other Utah DMV-issued identification card.

State of Utah )

Paul Bowers  
NOTARY PUBLIC

County of Salt Lake )

