

**Lowell City Council  
Regular Meeting  
Tuesday, December 3, 2024 at 7:00 pm**

**Lowell Rural Fire Protection District Fire Station 1  
389 N. Pioneer Street, Lowell, OR 97452**

**Members of the public may provide comment or testimony through the following:**

- Joining in person or by phone, tablet, or personal computer. For details, click on the event at <www.ci.lowell.or.us>.
  - Mailing written comments to PO Box 490, Lowell, OR 97452 or delivering in person at Lowell City Hall located at 70 N. Pioneer St.
  - By email to admin@ci.lowell.or.us.
  - Comments received by 4:00 pm on the meeting date will be included in the record.
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**Regular Meeting Agenda**

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett \_\_\_ Harris \_\_\_ Stratis \_\_\_ Weathers \_\_\_ Murray \_\_\_

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

1. November 19, 2024 regular meeting minutes

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

Council Comments (three minutes per speaker)

Presentation

Old Business

New Business

1. Motion to approve amendment 2 to the "Agreement for improvements" for Sunset Hills Subdivision and to authorize Mayor to sign. – Discussion/ Possible action

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

## City Council Meeting Agenda

2. Motion to approve an amendment for additional services to contract accountant's scope of services in an amount not to exceed \$7,600.00 and to authorize the City Administrator to sign. - Discussion/ Possible action
3. Motion to approve an updated purchase order for "general collection services" with Professional Credit Service based on State of Oregon price agreement #DASPS-3153-19 and price #PO-10700-00032418 to authorize the City Administrator to sign. - Discussion/ Possible action

### Other Business

### Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting.

**City of Lowell, Oregon  
City Council  
Regular Meeting Minutes  
November 19, 2024**

The Lowell City Council held a regular meeting on November 19, 2024. The meeting location was Lowell Rural Fire Protection District Fire Station 1 at 389 N. Pioneer Street, Lowell, OR 97452. Mayor Bennett called the meeting to order at 7:02 pm.

**City Councilors present:**

Mayor Don Bennett, Gail Harris, Tim Stratis, Maureen Weathers, Jimmy Murray

**City Councilors absent:**

None

**Staff/others present:**

City Administrator Jeremy Caudle, Public Works Director Max Baker

**Approval of the agenda:**

No changes.

**Consent agenda:**

1. October 22, 2024, regular meeting minutes
2. November 5, 2024, regular meeting minutes
3. October 2024 check register
4. September 2024 financial statements
5. October 2024 financial statements

Councilor Harris' motion to approve the consent agenda was seconded by Councilor Murray.

Mayor Bennett: YES; Stratis: YES; Harris: YES; Councilor Weathers: YES; Murray: YES.

APPROVED: 5-0.

**Public comments:**

None.

**Council comments:**

None.

**Staff reports:**

**City Administrator**

CA provided updates to ePermitting. The first citizen complaint and land use application have been entered in the ePermitting system. Staff continue to fine tune the payment recording process.

Updates to development activities were provided including billing of land use applicants and developers for a total of \$19,142.43 for incurred costs. Research was conducted in response to a property owner's question, related to if SDCs are payable in the event of temporary RV residence while new home being constructed. Work continues with the proposed ADU within the Downtown regulating area, because of this a type II application is required.

Update was provided on progress of the Salary/benefit study. Job descriptions were provided to the consultant. Public Works Staff and City Administrator selected 5 benchmark cities to include, Library Director provided several cities to use, some of which were the same as Public Works. Still waiting on

input from City Clerk. CA would like to have benchmark cities selected before my departure to keep the momentum going on this project. It is my recommendation to have a completed study in advance of the FY 25/26 budget process.

Received approval from Oregon Health Authority on Lead and copper public education flyer and letter. Staff also added a statement to utility bills, as required by OHA regulations, informing customers about the lead and copper public education.

Status of ECWAG grant was provided. Staff is waiting on USDA and USACE to complete the steps needed to fulfill the federal environmental reporting requirements.

Civil West was informed that City Council approved the SDC update.

City Administrator met with contract planner and the City Attorney to discuss the floodplain update, as required by FEMA. Our contract planner will be taking the lead on updating our development code to incorporate FEMA's pre-implementation compliance measures (PICM), as discussed at the last City Council meeting. I emailed our regional FEMA office to inform them of the city's decision, and they acknowledged my email. Until the development code updates are implemented, we will address any floodplain development on a case-by-base basis.

Other items reported from City Administrator included a meeting met with the Government Affairs Director of LCOG and scheduled a meeting to discuss details related to the transition, and to acquaint the Interim City Administrator with these LCOG staff. The Paul Fisher swing set and gaga ball court were ordered. And the CIS risk assessment

City Administrator has started discussions on renewing the franchise agreement with Lumen (previously Qwest). This franchise has been expired for several years. A letter was also received from Charter Communications requesting meetings to begin the renewal of our franchise ordinance with them, which expires in 2027. They were informed of the upcoming transition with City Administrator.

City Administrator transition activities included emailing 200+ intergovernmental, contract, and other partners of his departure and the plan for the Public Works Director to serve as Interim City Administrator. A list of accounts, permissions, and other details that need to be transferred are being compiled. Many of these items have already begun. The Public Works Director and City Administrator have already begun working together on transitional activities.

### **Public Works**

Updates provided on storm sewer maintenance activities. The Tree for the Covered Bridge was picked up. The Park Tree will be picked up Tuesday the 19<sup>th</sup>.

Update was provided on Stage Roof repair.

A chemical vendor was onsite to test different chemicals to assist with elevated turbidities caused by the Drawdown of Lookout Point Reservoir.

Staff is seeing elevated turbidity out of dexter lake with the recent rains Lookout/Dexter has received.

All mandatory samples for Lead Copper exceedance have been collected. Bluegreen algae sampling is completed for the season with all non-detects reported. Water meter replacement program has one meter left to change.

Staff repaired two water leaks.

Headworks unit is back in operations staff has repaired unit and placed back into service.

One of the pumps at lift station is having issues running at max output. It may need to be replaced with new motor in future.

Staff is transitioning to winter permit operations including preparing primary clarifier for high flows from rain.

### **Library**

During October we continued to update the adult non-fiction catalog. The process will make it easier to find and shelve material.

A large donation of hardback books was received. Other donations in October included a sophisticated jig saw puzzle board which allows us to keep a puzzle out for library visitors to use.

On October 10, 2024, Chris Petersen, the consultant for the oral history project, spent the day at the library. We discussed workflow, resources and equipment required.

The Public Library Annual Report was due to the State Library of Oregon at the end of October. The report is primarily statistics of library use. It is the second one I have completed.

Tony Moreci has made progress exterior work for the library. He mulched the area around the back fence to prepare to transplant roses from the old building site. He also built a small wall in the front of the library to re-route the gutter system. We no longer have a huge puddle in front every time it rains.

### **Presentations:**

1. Follow up discussion on Parks Committee Memorial for Hall O'Regan  
Presenter: Joe Brazil- Parks Committee Chair

Parks and Recreation Committee Chair Brazill proposed constructing a covered wooden memorial by the playground to honor Hall O'Regan. Councilor Stratis recommended using metal instead of wood.

### **Old business:**

None.

### **New business:**

1. Motion to approve City Administrator pro tem agreement with Max Baker including an additional \$2,500.00 per month in compensation and to authorize Mayor to sign. – Discussion/  
Possible action

At the last City Council meeting, City Council directed staff to prepare a City Administrator pro tem agreement for Max Baker. This is due to the resignation of the current City Administrator, effective 12/5/24. City Council stated that Baker's pay increase should be retroactive to 11/5/24 due to the additional training and responsibilities associated with the transitional period.

Councilor Harris' motion to approve City Administrator pro tem agreement with Max Baker including an additional \$2,500.00 per month in compensation and include Max Baker to be listed as authorized signatory at bank and other accounts and to authorize Mayor to sign, was seconded by Councilor Weathers.

Mayor Bennett: YES; Stratis: YES; Harris: YES; Councilor Weathers: YES; Murray: YES.

APPROVED: 5-0.

2. Motion to approve Managing Oregon Resources Efficiently ( MORE ) Intergovernmental Agreement ( IGA ) and authorize City Administrator to sign. - Discussion/ Possible action

The county has recently transitioned to the MORE IGA model. This is a model under which any Oregon public agency can participate, enabling these agencies to provide and sell services to one

another under a structured, standardized process. Lane County has asked the city to adopt this model to ensure a more streamlined process for both entities.

Councilor Harris' motion to approve Managing Oregon Resources Efficiently ( MORE ) Intergovernmental Agreement ( IGA ) and authorize City Administrator to sign, was seconded by Councilor Murray.

Mayor Bennett: YES; Stratis: YES; Harris: YES; Councilor Weathers: YES; Murray: YES.

APPROVED: 5-0.

**Other business:**

None.

**Mayor comments:**

None.

**Councilor comments:**

None.

**Community comments:**

Bob Burr recommended using graphite of carbon fiber instead of steel or wood for Hall O'Regan Memorial

He also apologized to Councilor Harris for being " a silly old man".

**Adjourned at 7:58 pm.**

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

# Agenda Item Sheet

## City of Lowell City Council

Type of item:	Contract
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### Item title/recommended action:

Motion to approve amendment 2 to the "Agreement for improvements" for Sunset Hills Subdivision and to authorize Mayor to sign. – Discussion/ Possible action

### Justification or background:

The City of Lowell ("City") and Bahen Investment Group, LLC ("Developer") entered into an "Agreement for improvements" (the "Agreement") on February 16, 2022 pursuant to Land Use Application 2019-04.

According to Section 3(g) of the Agreement, the Developer was required to install 3-phase conduits "to enable the future high level water booster pump station to be built..." The City, in turn, promised to provide the Developer with system development charge credits in the amount of the actual costs to install the 3-phase conduits.

According to an October 20, 2021 quote provided by the Developer, the cost to install the 3-phase conduits was \$22,375.00. As of the date of this Amendment, all but two of the lots in the Developer's subdivision have been built and sold. In addition, the City has not issued the system development charge credits as specified in the Agreement.

The City and Developer have negotiated this Amendment to ensure that the Developer is reimbursed for the cost to install the 3-phase conduit.

### Budget impact:

\$22,375.00 from water SDC fund

### Department or Council sponsor:

Administration

### Attachments:

Amendment number 2 to the "Agreement for improvements" between the City of Lowell and Bahen Investment Group, LLC.

Meeting date:	12/03/2024
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**Amendment number 2 to the “Agreement for improvements” between  
the City of Lowell and Bahen Investment Group, LLC.**

**RECITALS**

The City of Lowell (“City”) and Bahen Investment Group, LLC (“Developer”) entered into an “Agreement for improvements” (the “Agreement”) on February 16, 2022 pursuant to Land Use Application 2019-04.

According to Section 3(g) of the Agreement, the Developer was required to install 3-phase conduits “to enable the future high level water booster pump station to be built....” The City, in turn, promised to provide the Developer with system development charge credits in the amount of the actual costs to install the 3-phase conduits.

According to an October 20, 2021 quote provided by the Developer, the cost to install the 3-phase conduits was \$22,375.00. As of the date of this Amendment, all but two of the lots in the Developer’s subdivision have been built and sold. In addition, the City has not issued the system development charge credits as specified in the Agreement.

The City and Developer have negotiated this Amendment to ensure that the Developer is reimbursed for the cost to install the 3-phase conduit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Developer agree as follows:

**Section 1.** A water system development charge credit of \$7,068 is hereby applied each to 520 Wetleau Drive (tax map/lot 19-01-14-21-07300) and 511 Wetleau Drive. (tax map/lot 19-01-14-21-07200). The Developer is responsible for complying with the credit request process specified in Lowell Revised Code Section 3.410. The City will pay Developer \$8,239.00 within 30 days of this Amendment’s execution. This comprises the balance of the cost to install the 3-phase conduits.

**Section 2.** For informational purposes, the Developer’s remaining obligations under Section 3 of the Agreement are listed in the attached memo prepared by Civil West Engineering on January 10, 2024, with the exception of the items marked with strikethrough. The items marked with strikethrough have been completed.

Singed and agreed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**For the City:**

**Developer:**

\_\_\_\_\_  
Mayor Don Bennett

\_\_\_\_\_  
Matt Bahen





**South Coast Office**  
486 E Street  
Coos Bay, OR 97420

**Willamette Valley Office**  
200 Ferry Street SW  
Albany, OR 97321

**Rogue Valley Office**  
830 O'Hare Parkway, Suite 102  
Medford, OR 97501

**North Coast Office**  
609 SW Hurbert Street  
Newport, OR 97365

January 10, 2024

DR Horton  
4350 Galewood Street  
Suite 200  
Lake Oswego, OR 97035

**RE: Sunset Hills Subdivision Punchlist Walkthrough**

**Utilities:**

- Storm
  - Most storm manholes need to have their pipes cut back to the interior wall of the manhole and regouted.
  - Cracks and chips have formed around some manholes and catch basins.
  - ~~Catch basin grates need to be flush with rim.~~
- Sewer
  - ~~All Sewer manholes will need to be tested (pressure & vacuum) including the three that were previously tested.~~
  - The concrete structure surrounding most sewer manholes have cracks or chips that can be filled.
  - The grout work in most sewer manholes looks sloppy. Testing will help determine if it needs to be redone.
  - ~~Cleanouts serving lots 18-22 needs either a new lid or to be reset in concrete.~~
- Water
  - ~~Fire Hydrants need to be tested.~~
  - The water valve serving the fire hydrant at the hammerhead doesn't look good. I recommend resetting it or grinding it down to look better. (appearance issue)
  - The water valve in the sidewalk at the hammerhead turn around needs to be reset to reduce tripping hazards.
  - The water valve inside of the truncated domes on the eastern ADA ramp is fine. The other one will need to be reset.

**Site:**

- Sidewalks and Curbs
  - There are A LOT of cracks and chips throughout the entire project. Most cracks can be filled with crack filler. There are a few large cracks and chips that should be addressed by repouring sections of the curb or sidewalk.
  - ~~There are concrete spoils and droppings that cured to the sidewalk. They need to be scraped or grinded down to reduce tripping hazards.~~

- General
  - All construction materials, spoils, and trash need to be cleaned for all new and nearby existing lots.
  - Remove rock pile and trash from the hammerhead turnaround.
  - ~~Backfill around sidewalks and off road utilities.~~
  - Road Closed / No Parking signs need to be installed (condition of approval)
  - Confirm that private sewer easement is recorded on the plot.

**Lots:**

- ~~From what I can see the drainage for all the lots looks fine. Brian sent us pictures for evidence for lot #23.~~

I would like to meet with Brian and city personnel on site at 10:00am on Friday (01-12-2024) to discuss.

Please contact my office with any questions about the content provided or if additional information is needed.

Respectfully,  
Samuel Carter  
Engineering Technician  
Civil West Engineering Services, Inc.

# Agenda Item Sheet

City of Lowell City Council

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Type of item:	Contract
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**Item title/recommended action:**

Motion to approve an amendment to the "Financial and accounting consultation services" agreement with Layli A. Nichols for additional services in an amount not to exceed \$7,600.00 and to authorize the City Administrator to sign. - Discussion/ Possible action

**Justification or background:**

This is an amendment to the "Financial and accounting consultation services" agreement with Layli A. Nichols. This amendment is for additional service to assist with preparation of FY 25/26 annual budget. Extra time will be billed at a rate of \$40.00 per hour.

**Budget impact:**

\$7,500.00 allocated appropriately across all funds

**Department or Council sponsor:**

Administration

**Attachments:**

Amendment to "Financial and accounting consultation services" agreement with Layli A. Nichols

Meeting date:	12/03/2024
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AGREEMENT FOR  
FINANCIAL AND ACCOUNTING CONSULTATION SERVICES  
Exhibit B  
Addendum 1

Scope of Services

This agreement is made as of December 5, 2024, by and between the City of Lowell, Oregon (“City”) and Layli A Nichols, a sole proprietor (“Consultant”) and constitutes an addendum to the agreement for financial and accounting consultation services effective July 1, 2024 (“Original Agreement”).

In accordance with Section three of the original agreement Consultant will provide the following additional services:

1. Budget preparation assistance for the 2025-2026 fiscal year, including but not limited to:
  - a. Preparing year end projections
  - b. Personal services requirements
  - c. Resource and Requirement projections for the forthcoming year
  - d. Capital outlay and debt service requirements
  - e. Assist with legal notices
  - f. Preparation of necessary budget resolutions
2. Additional services as may be required
  - a. Additional assistance as needed for the Interim City Administrator during the adjustment period
  - b. Other services may be required

Compensation:

City agrees to compensate Consultant for services relating to Addendum 1, an amount not to exceed \$7,600, billed on an as needed basis at a rate of \$40 per hour.

Agreement:

This addendum shall be attached to the Original Agreement, and per Section 13, will be hereby incorporated as part of the Original Agreement by reference. The inclusion of Exhibit B will, in accordance with Section 14, become part of the Entire Agreement.

This addendum is effective on the date set forth in the initial paragraph of this Addendum, and will remain in effect until June 30, 2025, unless earlier terminated pursuant to section 9 of the Original Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

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Max Baker, Interim City Administrator

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Layli A. Nichols, Consultant

# Agenda Item Sheet

## City of Lowell City Council

Type of item:	Contract
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### Item title/recommended action:

Motion to approve an updated purchase order for "general collection services" with Professional Credit Service based on State of Oregon price agreement #DASPS-3153-19 and price #PO-10700-00032418 to authorize the City Administrator to sign. – Discussion/ Possible action

### Justification or background:

Professional Credit Services has requested an update to our purchase order with them for debt collection services. The reason is to reference amendments made to the State of Oregon price agreement. Those amendments are included after this agenda sheet for information. The amendments are mostly for administrative matters, such as changes of contacts for the debt collection agency. In addition, the purchase order following this agenda sheet item has updated instructions for payment plan instructions based on the agency's call center guidelines. By contrast, the previous purchase order stated that prior approval from the city is required before entering into payment agreements.

### Budget impact:

TBD

### Department or Council sponsor:

Administration

### Attachments:

Amendment No. 4 and No. 5

Meeting date:	12/03/2024
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**City of Lowell**

PO Box 490  
 Lowell, OR 97452  
 Phone: 541-937-2157

**PURCHASE ORDER**

PURCHASE ORDER # 2024-02  
 DATE: 12/4/2024

**CONTRACTOR NAME AND ADDRESS:**

Professional Credit Service  
 400 International Way  
 Springfield, OR 97477

**COMMENTS OR SPECIAL INSTRUCTIONS:**

THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #DASPS-3153-19 AND PRICE AGREEMENT #PO-10700-00032418. THE GENERAL TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & 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 & C's EXPRESS OR IMPLIED.

AUTHORIZED PURCHASER	SECONDARY CONTACT	DELIVERY DATE
Max Baker, City Administrator pro tem mbaker@ci.lowell.or.us	Samantha Dragt, City Clerk sdragt@ci.lowell.or.us	12/4/2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Category I-General Collection Services	17.5% TERMS OF PO	Percent- age of collection
	Interest is to be computed at the rate of 9% per year and is to be compounded monthly.		
	City of Lowell does pass the cost of collection to the debtor per ORS 293.231(12).		
	City of Lowell does not entertain compromise offers.		
	City of Lowell does have warrant or garnishment authority		
	Remittance is to occur each subsequent week for the collections from the prior business week. Collection reports are to be submitted electronically along with the remittance.		
	Contractor shall remit funds collected to the following account: Mail check to PO Box 490.		
	City of Lowell requires Contractor to net remit payments received by Contractor and net direct payments.		
	City of Lowell requires Contractor to maintain confidentiality of debtor information and protect data through use of I.T. security protocols.		
	City of Lowell authorizes Contractor to report debtor information to Credit Bureaus only when amounts due are 90 or more days delinquent and no payment plan is in place.		

	City of Lowell does authorize Contractor to pursue Small Claims and Garnishments, provided Contractor receives General Authorization from City of Lowell and DAS.		
	If any period of 5 years transpires without payment on any account assigned, then Contractor shall contact City of Lowell's Authorized Purchaser for further instructions.		
	City of Lowell authorizes Contractor to utility the following payment plan guidelines: See "Call Center Guidelines" following this PO.		
	City of Lowell requires Contractor to apply payments FIFO when more than one account exists from City of Lowell.		
	City of Lowell requires remittance reporting done electronically through Contractor's on-line portal or, if that is not available, in Excel or a tab delimited form.		
		<b>SUBTOTAL</b>	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	Per contract

<b>AUTHORIZED PURCHASER SIGNATURE</b>	<b>DELIVERY DATE</b>
	12/4/2024

### **Call Center Guidelines**

Our goal is to find the most efficient manner in assisting consumers pay their obligations. Proper arrangements are determined on a case-by-case basis.

Additionally, the following payment term guidelines must be observed:

- Level 1 payment agreements must be the greater of 3% of the total balance due or \$25 minimum for monthly installments.
- Payment frequency should not exceed 30 days.
- Payments should commence within 30 days of the initial agreement.
- When terms are negotiated the payment arrangement widget needs to be updated as well as the payment info established in ARTrail.
- **If the consumer wants to make a payment but is not able to meet the above listed criteria the situation should be reviewed with a supervisor to determine the best course of action.**



## Amendment No. 4 to PO-10700-00032418

This is Amendment No. 4 (Amendment) to Price Agreement No. PO-10700-00032418, dated 4/1/2020, (formerly known as PO-10700-00012585 and DASPS-3360-20), as amended from time to time (“Price Agreement”) between the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “Agency”) on behalf of Agencies, and **Professional Credit Service**, (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

1. The purpose of this Amendment is to:
  - 1.1. [Replace Section 4.1 of the Price Agreement with Revised Section 4.1](#)
  - 1.2. [Revise Section 4.2 Volume Sales Reports, and Section 4.3 Vendor Collected Administration Fee.](#)
  - 1.3. [Replace Exhibit B, Purchase Order with Exhibit B, Service Order Contract and include the mandatory ordering language and information.](#)
  - 1.4. [Delete Exhibit C of the Price Agreement in its entirety.](#)

### AMENDMENT

The parties agree:

1. The Price Agreement is amended as follows:
  - 1.1. The Purchase Order, ordering instrument is changed from Purchase Order (PO) to Service Order Contract (SOC), any reference to Purchase Order (PO) in the Price Agreement is changed as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):  
**Service Order Contract (SOC)** ~~Purchase Order (PO)~~
  - 1.2. Section 4.1 Purchase Orders of the Price Agreement is replaced with Revised Section 4.1 as follows, effective on the Amendment Effective Date.

#### Revised Section 4.1

##### **4.1 Service Order Contracts**

Authorized Purchasers shall order Services by issuing Service Order Contracts as follows:

Authorized Purchasers shall submit Service Order Contracts to Contractor including all mandatory information and identifying any agreed upon Service details.

Authorized Purchasers that are agencies of the State of Oregon may use either of the

following as ordering instruments:

- i) the DAS-approved Service Order Contract form (attached as Exhibit B); or
- ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by DAS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.

Authorized Purchasers that are not agencies of the State of Oregon may use their own Service Order Contract forms.

To be effective, the Service Order Contract must specify all of the Mandatory Service Order Language and Information set forth in Section 4.1.1.

Contractor shall accept Service Order Contract from Authorized Purchasers that comply with the provisions of this Price Agreement until this Price Agreement terminates. Each such Service Order Contract the Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts. DAS is not obligated or liable under a Service Order Contract unless DAS is the Authorized Purchaser.

A Contract created by a Service Order Contract consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any Service Order Contract are of no effect. Contractor shall reject any Service Order Contract that does not meet the requirements of this Price Agreement.

Contractor shall reject a Service Order Contract from any entity that is not an Authorized Purchaser. Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify Authorized Purchasers that are MCUA participants at the following address:

<https://apps.des.wa.gov/ContractSearch/MCUAListing.aspx>

Nothing in this Price Agreement obligates any Authorized Purchaser to place any Service Order Contract.

#### **4.1.1 MANDATORY SERVICE ORDER CONTRACT LANGUAGE AND INFORMATION**

(Included in the Service Order Contract, Exhibit B. Authorized Purchaser must include when using an independent ordering instrument.)

#### **MANDATORY INFORMATION TO BE INCLUDED IN SERVICE ORDER CONTRACTS:**

- 1) Specific Services ordered;
- 2) Pricing;

- 3) Payment Plan Guidelines;
- 4) Instructions regarding application of payments, including when multiple debts are assigned from the same Authorized Purchaser;
- 5) Remittance and invoice requirements/information.
- 6) Authorized Purchaser's Contract Administrator contact information.
  - a) Name, phone, and email address
- 7) Indication of the following information:
  - a) Is the cost of collection to be passed to the debtor? Yes/No.
  - b) Will an interest rate be applied? Yes/No.
    - i) If yes, provide the Authorized Purchaser's established interest rate and method of calculation requirements to Contractor.
  - c) Does the Authorized Purchaser authorize Contractor to approve a compromise or settlement offer? Yes/No.
    - ii) If yes, provide details.
  - d) Does the Authorized Purchaser have warrant and/or garnishment authority? Yes/No.
    - iii) If yes, provide time period for active garnishment and instructions for approved collection actions.
  - e) Is reporting required?
    - i) If yes, provide format, frequency, and report distribution requirements.
  - f) Are there additional data security requirements?
    - i) If yes, describe requirements.
  - g) Does the Authorized Purchaser authorize Contractor to report to Credit Reporting Agencies?
    - i) If yes, provide instruction for reporting.
  - h) Will Authorized Purchaser will set a time limit for account collections without payment?
    - i) If yes, provide time limit and instruction.

**ADDITIONAL INDEPENDENT ORDERING INSTRUMENT MANDATORY SERVICE ORDER**  
**CONTRACT LANGUAGE:**

This Service Order Contract, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-3153-19 and Price Agreement # PO-10700-00032418. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Contractor shall use Automated Clearing House ("ACH") as prescribed in NACHA rules and State Treasury policy to remit all funds collected and due to the Authorized Purchaser. Remittance

shall be in accordance with the terms of the Authorized Purchaser Service Order Contract as identified in Price Agreement, Section 4.1

- 1.3. Section 4.2 Volume Sales Reports and Section 4.3 Vendor Collected Administration Fee, of the Price Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### **4.2 Volume Sales Reports (“VSR”) and Vendor Collected Administrative Fee.**

**Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) as outlined at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>. The VCAF is a charge equal to 2.0% of Contractor’s gross total sales, less any credits, made to Authorized Purchasers during the reporting period.**

#### ~~4.2 Volume Sales Reports~~

~~Contractor shall comply with the VSR requirements of this Price Agreement set forth in Exhibit C.~~

#### ~~4.3 Vendor Collected Administration Fee~~

~~Contractor shall comply with the VCAF requirements of this Price Agreement set forth in Exhibit C.~~

- 1.4. Exhibit B of the Price Agreement is replaced with Revised Exhibit B, in the form attached to this Amendment as Attachment 1, effective on the Amendment Effective Date.
- 1.5. Exhibit C of Price Agreement is deleted in its entirety, effective on the Amendment Effective Date.
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor’s employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the

Contractor's policy and practice.

5. Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Consultant certifies that the representations, warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.
6. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
  - 6.1. The number set forth in the Price Agreement is Contractor's correct taxpayer identification number; and
  - 6.2. Contractor is not subject to backup withholding because:
    - 6.2.1. Contractor is exempt from backup withholding,
    - 6.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - 6.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
  - 6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
    - 6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
    - 6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
    - 6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
    - 6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
  - 6.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**Signatures on following page**

**Contractor: Professional Credit Service**

Signature:  Date: 10/14/2024

Printed Name, Title: David White, CEO

Federal Tax ID: 93-0586455 Oregon Tax ID: 0181602-0

**State of Oregon, by and through its Department of Administrative Services, Procurement Services:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name, Title: Procurement Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Signature: Approved via email by Jack McDonald Date: 9/24/2024

Matter: 107062/GF0907-24

**Attachment 1, Revised Exhibit B  
to Price Agreement # PO-10700-00032418**

**Service Order Contract Form**

**Service Order Contract # \_\_\_\_\_**

(Use the REQ number from OregonBuys as the Service Order Contract #.)

This Service Order Contract # \_\_\_\_\_ (“Service Order Contract” or “SOC”) is entered between the State of Oregon, acting through its \_\_\_\_\_ (“Authorized Purchaser”), and **Professional Credit Service**, (“Contractor”).

**I. Recitals**

1. Authorized Purchaser desires to engage Contractor to provide Services or both to enable Authorized Purchaser to achieve specific business and governing entity mission objectives.
2. Contractor desires to perform Services for Authorized Purchaser.

**II. Agreement**

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Authorized Purchaser and Contractor agree as follows:

1. This SOC is entered pursuant to, and is subject to, the PRICE AGREEMENT.
2. **SOC Documents and Order of Precedence.** PRICE AGREEMENT Exhibit A, Contract Terms and Conditions and Exhibit No. 1, Statement of Work, are incorporated and apply to this SOC by reference. If a conflict, inconsistency or ambiguity arises in SOC interpretation, this SOC must be interpreted in the following order of precedence:
  - 2.1. SOC less PRICE AGREEMENT Exhibit A;
  - 2.2. PRICE AGREEMENT Exhibit A;
  - 2.3. Exhibit No. 1, Statement of Work.

**3. Effective Date and Term.** This SOC is effective on the later of (i) \_\_\_\_\_, or (ii) the date that it has been executed by Authorized Purchaser and Contractor, and has been approved as required by applicable law ("Effective Date"). Unless terminated or extended, this SOC will expire on (i) \_\_\_\_\_, or (ii) remain in effect until the expiration or termination of the Price Agreement, as may be amended, in accordance with its terms. SOC expiration does not extinguish or prejudice Authorized Purchaser's right to enforce this SOC with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

**4. Services; Performance Metrics and Service Level Guarantees.** Contractor shall perform the Services and deliver to Authorized Purchaser the deliverables ("Deliverables") set forth in Exhibit No. 1, the Statement of Work (the "Statement of Work"). The Statement of Work includes the delivery and payment schedule for the Deliverables and Services. Contractor shall perform the Services according to the terms and conditions of this Service Order Contract. In its provision of the Products and Services, Contractor shall meet the performance metrics and service level guarantees set forth in Exhibit No. 1, Statement of Work. Contractor shall provide, maintain, and upgrade any hardware and related equipment, and software provided by Contractor and required for delivery and operation of the Services.

**5. Compensation, Invoices and Payment Methodology.**

**5.1** The maximum not-to-exceed compensation payable to Contractor under this SOC, which includes allowable expenses is \_\_\_\_\_ (\$\_\_\_\_\_). Authorized Purchaser will not pay Contractor any amount in excess of the not-to-exceed compensation of this SOC and will not pay for Services performed before the Effective Date or after expiration or termination of this SOC. If the maximum compensation is increased by amendment of this SOC, the amendment must be fully effective before Contractor performs the Services subject to the amendment.

**5.1.1 Pricing for this Contract is indicated below.**

- 1<sup>st</sup> placement accounts.** 17.5% fee of the amount collected. Accounts that have not been referred to a private collection firm previously by the Authorized Purchaser.
  
- All other placements.** 17.5% fee of the amount collected. Accounts that have previously been referred to a private collection firm by the Authorized Purchaser.
  
- Collection with Garnishment fee.** 12.5% fee of the amount collected resulting from garnishments where the Contractor identified the source and requested the Authorized Purchaser to issue the garnishment.



**Additional Services.** Additional services offered and agreed to by the Authorized Purchaser per the price and billing calculation indicated below:

**5.2.** Contractor shall comply with all Invoicing requirements of the Price Agreement Section 6: Invoicing.

**Indicate remittance and invoice requirements below.**

Contractor shall send all invoices and/or remittance report to:

**5.3.** Authorized Purchaser shall pay Contractor for Services and Deliverables as set forth in Exhibit No. 1.

**5.4.** Authorized Purchaser will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement of Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at:  
<http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

**6. SOC Authorized Representatives and Key Persons.** The following individuals are Authorized Representatives or Key Persons under this SOC:

**Authorized Purchaser:**

Name:

Title:

Address:

**Contractor:**

Name:

Title:

Address:

Phone:

Email:

Phone:

Email:

**7. Contractor Data.** As a condition precedent to the effectiveness of this Service Order Contract, Contractor shall provide all information requested below. Authorized Purchaser will

report this information to the Internal Revenue Service (“IRS”) under the name and taxpayer identification number provided. (See IRS 1099 for additional instructions regarding taxpayer identification numbers.) Information not matching IRS records could subject Contractor to thirty-one percent (31%) backup withholding.

**Name (tax filing):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Citizenship:** Non-resident alien  Yes  No

**Business Designation (check one):**

- Corporation     Partnership     Limited Liability Company
  
- Limited Liability Partnership     Sole Proprietorship     Limited Partnership

**Federal Tax ID#:** \_\_\_\_\_ **or Social Security No.:** \_\_\_\_\_

(These numbers are requested pursuant to ORS 305.385 and OAR 150-305.100.)

**8. Tax Certification.** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual’s knowledge that: that for a period of at least six (6) years prior to the SOC Effective Date, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Any violation shall entitle Authorized Purchaser to terminate this SOC, to pursue and recover any and all damages that arise from the breach and the termination of this SOC, and to pursue any or all of the remedies available under this SOC, at law, or in equity, including but not limited to:

- Termination of this SOC, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this SOC, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or replacement contractor or any of the above.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**Authorized Signatures:**

**Contractor**

\_\_\_\_\_  
[signature]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[print name]

Title: \_\_\_\_\_

**Authorized Purchaser**

\_\_\_\_\_  
[signature]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[print name]

Title: \_\_\_\_\_

**Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030**

Oregon Department of Justice

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant Attorney General

## Exhibit No. 1 to Service Order Contract

### Statement of Work

**Part I. Services.** Contractor shall perform the following Services: *[Fill in below. Provide an overview of the Matter, a general description of the services to be provided, and any other information that is pertinent to the Matter and the services]*

**Additional Required Information** *[Indicate mandatory information below as required per Price Agreement]*

1) Does the Authorized Purchaser have Payment Plan Guidelines? Yes/No.

Yes     No

➤ If yes, provide details.

2) Is the cost of collection to be passed to the debtor? Yes/No.

Yes     No

➤ If yes, provide details.

3) Will an interest rate be applied? Yes/No.

Yes     No

➤ If yes, provide the Authorized Purchaser's established interest rate and method of calculation requirements to Contractor.

4) Authorized Purchaser authorizes Contractor to approve a compromise or settlement offer?

Yes     No

➤ If yes, provide details.

5) Does the Authorized Purchaser have warrant and/or garnishment authority?

Yes  No

➤ If yes, provide time period for active garnishment and instructions for approved collection actions.

6) Are multiple debts are assigned?

Yes  No

➤ If yes, provide instructions for application of payments upon collection.

7) Is reporting required?

Yes  No

➤ If yes, provide format, frequency, and report distribution requirements.

8) Are they any additional data security requirements?

Yes  No

➤ If yes, describe requirements.

9) Does the Authorized Purchaser authorized Contractor to report to Credit Reporting Agencies?

Yes  No

➤ If yes, provide instruction for reporting.

10) Will the Authorized Purchaser set a time limit for account collections without payment?

Yes  No

➤ If yes, provide time limit and instruction.

## **Part II. Service Order Deliverables, and Delivery Schedule.**

Contractor shall provide the specific Services and deliver any specific, associated deliverables on or before the dates listed in the table below. Subject to the Maximum NTE Comp set forth in Section 5.1 above of the SOC, Agency shall pay all amounts agreed to in this Section II and shall have no liability for any amounts that exceed those agreed to herein.

### **A. Services Order Deliverables; Delivery Schedule**

*[Fill in below with the following information as applicable:]*

- i. Provide a detailed description of any and all Deliverables to be provided. Also include a due date that each Deliverable must be submitted to Agency for review and acceptance, including any dates for any intermediate reviews. Also indicate the person and address to which the Deliverables must be submitted and the means of submission (email, hand deliver, U.S. Mail, etc.).*
- ii. List or describe any other information that is pertinent to each Service performed or Deliverable provided such as Agency resources that will be provided (personnel, documentation, other)*

*If there are phases or different tasks to be performed, Agency may end up repeating the above categories for each separate phase or task.*

### **B. Responsibilities of Authorized Purchaser**

**(1)** Authorized Purchaser's obligations set forth in this SOC shall be performed by Authorized Purchaser in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon between the Parties, to allow Consultant to timely perform its obligations under this SOC.

**(2)** In addition, Authorized Purchaser shall also have the following additional obligations:

*[Please list Authorized Purchaser responsibilities]*

### **Part III. Special Considerations.**

*(Include all special considerations)*

### **Part IV. Payment Provisions.**

#### **A. Payment Provisions:**

1. Contractor shall use Automated Clearing House or ACH as prescribed in NACHA rules and State Treasury policy to remit all funds collected and due to the Authorized Purchaser. Remittance shall be in accordance with the terms of the Authorized Purchaser Service Order Contract as identified in Price Agreement, Section 4.1

B. Authorized Purchaser shall pay Contractor upon review and approval of Contractor's monthly invoice(s). *[Fill in frequency of invoicing as applicable]*

### **Part V. Travel and Other Expenses.**

Unless otherwise agreed, Authorized Purchaser will not reimburse Contractor travel or other expenses, unless Authorized Purchaser has preapproved expenses and only pursuant to the Oregon Accounting Manual.

<https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>

**Amendment No. 5 to PO-10700-00032418**

This is Amendment No. 5 (Amendment) to Price Agreement No. PO-10700-00032418, dated 4/1/2020, (formerly known as PO-10700-00012585 and DASPS-3360-20), as amended from time to time (“Price Agreement”) between the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “Agency”) on behalf of Agencies, and **Professional Credit Service**, (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

**RECITALS**

- 1. The purpose of this Amendment is to:
  - 1.1. [Revise Section 12 Contractor’s Key Person\(s\) & Contact Information of the Price Agreement.](#)

**AMENDMENT**

The parties agree:

- 1. The Price Agreement is amended as follows:
  - 1.1. The Contractor’s Key Persons(s) & Contact Information in Section 12 of the Price Agreement is changed as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~striketrough~~):


Contractor’s Key Person(s) & Contact Information
<b>Key Person # 1</b> Name: Jeff Johnson Title: Chief Client Officer Phone:(541) 335-2207 Email: <a href="mailto:jeff@professionalcredit.com">jeff@professionalcredit.com</a>
<b>Key Person # 2</b> Name: Carl Christensen Title: Chief Operating Officer Phone:(541) 335-2137 Email: <a href="mailto:cchristensen@professionalcredit.com">cchristensen@professionalcredit.com</a>
<b>Key Person # 3</b> Name: <del>Ginger Patmore</del> <b><u>David White</u></b> Title: <del>President and Chief Financial Officer</del> <b><u>Chief Executive Officer</u></b> Phone:( <del>360</del> ) <del>567</del> <del>4987</del> <b><u>832-229-5108</u></b> Email: <a href="mailto:gpattmore@professionalcredit.com">gpattmore@professionalcredit.com</a> <a href="mailto:dwhite@professionalcredit.com">dwhite@professionalcredit.com</a>



2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
5. Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Consultant certifies that the representations, warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.
6. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
  - 6.1. The number set forth in the Price Agreement is Contractor's correct taxpayer identification number; and
  - 6.2. Contractor is not subject to backup withholding because:
    - 6.2.1. Contractor is exempt from backup withholding,
    - 6.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - 6.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
  - 6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
    - 6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
    - 6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
    - 6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
    - 6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
  - 6.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the

partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.


**Contractor: Professional Credit Service**

Signature:  Date: 11/8/24

Printed Name, Title: Jeffrey D. Johnson Chief Client Officer

Federal Tax ID: 93-0586455 Oregon Tax ID: 0181602-0

**State of Oregon, by and through its Department of Administrative Services, Procurement Services:**

Signature:  Date: 11/12/2024

Printed Name, Title: John Anglemier State Procurement Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Signature: Jack McDonald via email Date: 11/8/2024

Matter: 107062-GF1044-24