

EXHIBIT A

[ATTACH AGREEMENT TO COLLECT MUNICIPAL DEBT]

AGREEMENT TO COLLECT MUNICIPAL DEBT

This Agreement is entered into by and between **LAUREL**, Mississippi (the "Claimant Local Government"), and Municipal Intercept Company, LLC ("MIC"), (together, the Claimant Local Government and MIC are the "Parties").

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session of the Mississippi Legislature (the "Act"), authorizes MIC to submit debts to the Mississippi Department of Revenue ("MDOR") for setoff under the procedures established in the Act, namely by setting off against any refund, as defined in Section 3 of the Act, the sum of any debt owed to the Claimant Local Government; and

WHEREAS, the Claimant Local Government is a municipality acting through its nonprofit member organization with respect to the collection of any debt that has been finalized by law, order or resolution pursuant to the Act; and

WHEREAS, Claimant Local Government desires to enter into this Agreement with MIC for the purpose of collecting its debts as allowed by the Act; and

WHEREAS, MIC agrees to submit debts to MDOR on behalf of Claimant Local Government.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Local Government and MIC mutually agree as follows:

SECTION I: TERM/TERMINATION

This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable.

SECTION II: REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- A. Claimant Local Government hereby designates, appoints, and authorizes MIC to submit Claimant Local Government's debt to MDOR for setoff.
- B. Unless otherwise indicated, "debt" is defined to mean any liquidated sum of \$50.00 or more due and owing a Claimant Local Government which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgment for the sum, which is not less than sixty (60) days old, and which has been properly noticed and adjudicated by the Claimant Local Government as due and owed; provided, however, debts owed by an individual that are less than \$50.00 may be aggregated together to meet the \$50.00 threshold requirement.

- C. The Parties agree and understand that the debtor will pay a twenty-five percent (25%) collection assistance fee (the "Collection Assistance Fee") that will be added by MDOR to the debt after it is submitted for setoff by MIC. MIC will retain twenty percent (20%) of the collection assistance fee, and MDOR will retain five percent (5%) of the Collection Assistance Fee.
- D. Claimant Local Government designates City Clerk Mary Ann Hess and Chief Deputy City Clerk Cindy Pitts to serve as debt setoff coordinator (the "Coordinator"). The Coordinator has been authorized by the Claimant Local Government and is designated to receive notices and communication from MIC on behalf of the Claimant Local Government. Claimant Local Government will notify MIC in writing within seven (7) days of any change in the Coordinator. MIC will only discuss or share information regarding debts submitted to MIC by the Claimant Local Government with the Coordinator.

The Claimant Local Government agrees to cooperate with MIC to supply MIC with any and all information that in the opinion of MIC is necessary for the proper implementation of this Agreement. The Claimant Local Government further understands that the Coordinator is required to undergo training provided by MIC prior to MIC submitting a Request (defined below) to MDOR.

- E. The Claimant Local Government understands that the MIC will utilize direct deposit and agrees to provide MIC with account information as may be requested to accomplish the purposes of this Agreement and update such account information as necessary. Once funds are actually received by and deposited with MIC as a result of a setoff, MIC will remit funds by wire to the Claimant Local Government, less the Collection Assistance Fee.
- F. Claimant Local Government shall request MIC to submit a debt to MDOR for setoff by completing a Setoff Request Form provided by the MIC ("Request"). MIC will submit Request(s) to MDOR via the Mississippi Automated Revenue System ("MARS"), or any other method approved by MDOR. Claimant Local Government agrees to notify MIC and to submit another Request as soon as practical if there are any amendments or other changes to the initial Request.
- G. The Claimant Local Government, and not MIC, shall be solely responsible for complying with any notice and/or hearing requirements pursuant to the Act, or otherwise. This includes, but is not limited to, the Claimant Local Government providing a debtor written notice of its' intent to setoff the debt and holding a hearing if the debtor so requests within thirty (30) days after the date the Claimant Local Government sends notice of the proposed setoff.

- H. Claimant Local Government shall certify to MIC that it has complied with all statute of limitations, statutory requirements, rules, and regulations, including notice and hearing procedures for a Request. The Claimant Local Government shall not submit a Request to MIC for setoff less than fourteen (14) days from a final adjudication by the Claimant Local Government that the debt is owed and that the debtor has been given proper notice and/or a hearing, as applicable, under the Act.
- I. After a Request has been submitted to MIC for setoff, Claimant Local Government will provide written notice to MIC and MDOR as soon as practical, but not longer than three (3) days, from the date the debtor repays a debt, in part or in full, or from the date the Claimant Local Government receives any notice of or becomes aware of a legal action staying the collection of the debt, including bankruptcy.
- J. MIC shall submit a debt to MDOR for setoff within fourteen (14) days of receipt of the Request.

SECTION IV: UNDERSTANDING OF PARTIES

- A. MIC shall not accept a Request that is not prepared as specified by MIC. The Parties agree, however, that MIC is not liable for the priority or the amount that MDOR pays a Request. Further, the Claimant Local Government understands that any amendment to a Request may delay the payment of a Request.
- B. MIC is responsible for submitting Requests to MDOR for repayment that qualify under the Act, and the repayment of the debt is subject to MDOR's rules and regulations.
- C. Claimant Local Government understands that MDOR will not setoff a Request unless the debtor is entitled to at least a refund of \$50.00, and that it may require multiple setoffs to satisfy a Request. The Collection Assistance Fee will be levied against the amount of each setoff in the event there are multiple setoffs. The Claimant Local Government understands that a Request submitted to MDOR will remain in MARS until the debt is fully paid or until MDOR is notified that the debt is no longer subject to setoff.
- D. Claimant Local Government acknowledges that MIC is relying on the Request to submit a debt to MDOR and that MIC can neither validate or verify a debtor's name or social security number, nor can MIC validate or verify the amount of debt or type of debt being submitted for setoff. Further, Claimant Local Government acknowledges that it is solely responsible for validating or verifying whether or not a debtor has filed any legal action, including but not limited to bankruptcy or other actions staying any collection efforts against the debt.

SECTION V: INDEMNIFICATION/REIMBURSEMENT

Claimant Local Government fully understands and warrants to MIC that by submission of any Request, Claimant Local Government has complied with all of the provisions of the Act, any laws relating to debt collection, and this Agreement. To the extent allowed by law, the Claimant Local Government shall hold MIC free and harmless and shall indemnify MIC against any and all damages, claims, injuries, actions, liability, or proceedings arising from the setoff of debt as provided in the Act and pursuant to this Agreement. To the extent allowed by law, Claimant Local Government shall be solely responsible for the repayment of any and all sums setoff on Claimant Local Government's behalf pursuant to this Agreement, including any fees, interest, penalties and court costs to a taxpayer/debtor in the event a court of competent jurisdiction rules that said repayment is due and owing.

SECTION VI: ASSIGNMENT

This Agreement is not assignable by either party.

SECTION VII: CONFIDENTIAL INFORMATION

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information:

- (a) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and,
- (b) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which MIC may gain access to during the course of the performance of this Agreement shall be the property of Claimant Local Government, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this

Agreement. MIC shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

SECTION VIII: MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.
- B. The laws of the State of Mississippi shall govern the terms and conditions of this Agreement.
- C. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated by the signatures below and has been granted all authority of their respective governing bodies to do so.

LAUREL, MISSISSIPPI:

By: _____ **Date:** _____

Title: _____

MUNICIPAL INTERCEPT COMPANY, LLC:

By: _____ **Date:** _____

Title: _____

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FORM LETTER NOTICE OF SETOFF¹

[INSERT CITY/TOWN LETTERHEAD]

[INSERT NAME OF DEBTOR]

[INSERT ADDRESS OF DEBTOR]

RE: NOTICE OF DEBT SETOFF TO TAXPAYER

[INSERT REFERENCE #/ACCOUNT # FOR DEBT]

Dear [INSERT DEBTOR'S NAME]:

According to our records, [INSERT NAME OF DEBTOR] owes the [INSERT CITY/TOWN], Mississippi, a debt in the amount of \$_____ based on the following:

_____. As this debt is past due, you are hereby notified that the [INSERT CITY/TOWN], Mississippi intends to submit this debt to the Mississippi Department of Revenue to be deducted from your Mississippi State income tax refunds until the debt is paid as authorized by the Local Debt Collection Setoff Act.

IF A DEBT IS SUBMITTED TO THE MISSISSIPPI DEPARTMENT OF REVENUE TO BE DEDUCTED FROM YOUR MISSISSIPPI STATE INCOME TAX REFUNDS, A COLLECTION ASSISTANCE FEE OF 25% WILL BE ADDED TO YOUR DEBT AND WILL ALSO BE DEDUCTED FROM YOUR INCOME TAX REFUND UNTIL THE DEBT IS PAID.

Any Mississippi State income tax refund in excess of the claimed debt and collection assistance fee, will be issued to you by the State of Mississippi in due course.

You have a right to contest the collection of the debt set forth above by filing a request for a hearing. To do so, you must notify the [INSERT CITY/TOWN], Mississippi in writing to request a hearing within thirty (30) days from the postmarked date of this letter. In a hearing, a decision will be made as to whether the debt is owed to the [city/town] and the amount of the debt. Any civil or criminal issue that has been litigated in a court proceeding cannot be reconsidered.

FAILURE TO REQUEST A HEARING IN WRITING WITHIN THIRTY (30) DAYS FROM THE POSTMARKED DATE OF THIS LETTER WILL RESULT IN DEDUCTION OF YOUR DEBT PLUS A 25% COLLECTION ASSISTANCE FEE FROM YOUR INCOME TAX REFUND UNTIL THE DEBT IS PAID.

When submitting your written request for a hearing, please include your (1) full name and address, (2) your Social Security number, (3) [INSERT REFERENCE #/ACCOUNT # FOR DEBT], and (4) a statement of whether all or a portion of the debt has been paid, when, and by whom. The original written request must be mailed to:

[INSERT ADDRESS TO REQUEST HEARING]

If you have questions regarding this matter, please contact [INSERT CITY CONTACT PERSON & CONTACT INFORMATION].

Sincerely,

[INSERT CITY/TOWN], Mississippi

¹ Please have your City Attorney review this notice before sending it to a debtor.