

COURT AGREEMENT

The City of Tupelo, Mississippi, hereinafter referred to as “Municipality” retains American Municipal Services Corporation, hereinafter referred to as “AMSC”, to provide account resolution services for the Municipality. The relationship between the parties is to be governed by the terms of this Agreement.

Municipality agrees to periodically send pending court cases to AMSC for AMSC to work to resolve the outstanding citations, fines, and warrants with the defendants. AMSC agrees to use their best efforts to resolve the cases sent to AMSC. AMSC agrees to skip trace those accounts where it is determined that a current address is not known and to send each defendant a minimum of four letters. AMSC is to contact each defendant by telephone in effort to have the defendant resolve the case in a manner established by the court. AMSC will limit all telephone calls to between the hours of 8:00 am and 7:00 pm Monday through Friday, and to between 8:00 am and 2:00 pm on Saturdays. No phone calls are to be made to a defendant on Sunday. All contacts between AMSC and defendants are to be by either telephone, mail, or the internet. No personal contacts are to occur.

AMSC is to arrange for defendants to send their payments directly to AMSC. AMSC will process all payments and will deposit all payments into a client account. Within 15 days from final Municipality confirmation of payments for the previous month, AMSC will forward to Municipality payment for all money received by AMSC on behalf of Municipality. AMSC is authorized to accept payment by credit card, debit card, and bank account debit and the municipality will not be responsible for the processing or convenience fee charged by AMSC for providing this service. AMSC will provide Municipality with periodic reports on payments received and will provide Municipality with reports on payments received daily. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMSC is in the process of resolving, Municipality will notify AMSC of such payment and the fee due AMSC from said payment.

AMSC is authorized to arrange payment schedules with defendants and to establish payment plans with defendants pursuant to guidelines established by the court. AMSC agrees that they will request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMSC negotiate a payment plan. AMSC will provide each defendant on a payment plan with payment coupons, return envelopes, and a payment amortizing schedule. Each payment plan is to be monitored by AMSC for compliance and if a payment is missed AMSC is to contact by telephone or mail the defendant in effort to bring the payment plan current. **AMSC will not offer or grant to any defendant the option of a lump-sum payment or series of payments equal to an amount less than what is actually owed for the satisfaction of all debts owed to the Municipality without first receiving an Order of the Municipal Court granting such authority.**

All expenses incurred by AMSC including postage, labor, telephone, skip tracing, etc. shall be paid for by AMSC. AMSC agrees to constantly monitor those staff members working on Municipality cases to ensure that all contact with defendants is done in a polite, courteous, professional, and helpful manner.



3724 Old Denton Road
Carrollton, Texas 75007
Toll-free: (888) 420-9700
Fax: (469) 568-1119
www.amsltd.us

Municipality agrees to review on a regular basis with AMSC the amounts paid on those cases referred to AMSC and to answer specific questions on an account when the defendant claims that they have already paid the fine, has served time in jail for the offense, is the wrong person, that the cases has been dismissed, or other matters potentially affecting a case is brought to AMSC attention.

Pursuant to Mississippi Code Ann. § 21-17-1 (6), Municipality will add a Twenty-Five Percent (25%) collection fee to the amount defendant owes for each case sent to AMSC. AMSC is to be paid the Twenty-Five Percent (25%) collection fee on all monies received by Municipality to compensate AMSC for its services. AMSC agrees to invoice Municipality within 15 days from final confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMSC will not be paid on an account if the account is dismissed by the court for whatever reason, or the defendant is arrested.

Municipality owns all accounts sent to AMSC and may withdraw any case at any time. AMSC is required to follow the guidelines set by the court as to payment amounts, payment plans, total amount owed, and letters to be sent defendants. AMSC has no authority to change the amount a defendant owes Municipality, the fees charged a defendant by Municipality, or to dismiss a case. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least ninety (90) days prior to its renewal date for it not to renew.

The terms of the Mandatory Addendum to City of Tupelo Contracts is attached hereto as "Exhibit A." The terms of said addendum are agreed to by the parties and shall be incorporated fully herein.



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SIGNATURE PAGE

Municipality: City of Tupelo, Mississippi

Address: 316 Court Street

City: Tupelo State: MS Zip: 38804

Telephone: _____ Fax: _____

Contact Person: _____

Title: _____

Signature: _____ Date: _____

American Municipal Services Corporation:

By: _____ **Date:** _____

Joy Veghelyi, Controller



INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services Corporation has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS the below named Municipality desires to be released from and indemnified from all liability from the actions of American Municipal Services Corporation, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services Corporation, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services Corporation hereby agrees to indemnify, defend, and hold harmless the below named Municipality from and against all losses, claims, demands, damages, suits, or actions resulting from any activity of American Municipal Services Corporation, its agents, officers, staff, servants, or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations, or monies.

Agreed to, this the _____ day of _____, 2023.

American Municipal Services Corporation:

By: _____

Joy Veghelyi, Controller

Municipal Court:

City of Tupelo, Mississippi

EXHIBIT "A"

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:

CONTRACTING PARTY
Date: