

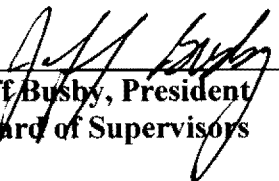
**ORDER: APPROVE TAX ASSESSOR TO ENTER INTO AGREEMENT
WITH DIVERSIFIED TO MAIL TAG NOTICES**

Motion was made by Mike Roberts, duly seconded by Robert Blackmon, to approve Tax Assessor to enter into agreement with Diversified to mail tag notices.

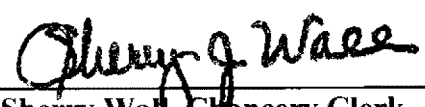
The vote on the motion was as follows:

Supervisor Mike Pickens, was absent
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 7th day of December, 2015.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 7th day of December, 2015

BETWEEN

Lafayette County Tax Assessor/Collector
300 North Lamar Blvd
Oxford, MS 38655
(the "Customer")

OF THE FIRST PART

- AND -

Diversified Companies, LLC of 3721 Powers Court, Chattanooga, Tennessee, 37416
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Production notices, Warehousing, shipping and mailing of materials. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 90 days.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation on the following basis:

Cost would be .07 cents per postcard for printing and .26 per postcard for all mailing services. There is not set up charge for tag renewal files. There will be no charge for changes or additions made to the design or wording involved in the preparation for mailing notices. Any shells that have been pre-authorized to store on hand for processing must be used prior to changes being made for the next printing of the shell for processing.

7. Postage will be kept in an escrow account with a threshold amount to ensure no delays in processing or mailing the notices.
8. This compensation for services will be payable upon completion of the agreed to services.
9. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Solicitation

11. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer. Customer also agrees to not employ, nor solicit Service provider's employees while engaged in this agreement and for a period of 1 year after termination of this agreement.
12. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:

- a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
- b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
- c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- d. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

- 13. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 14. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

- 15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

- 16. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

- 17. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

- 18. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

- 19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

a. Lafayette County Tax Assessor/Collector
300 North Lamar Blvd
City, State Zip Code
Sylvia J. Baker sbaker@lafayettems.com

b. Diversified Companies, LLC
3721 Powers Court,
Chattanooga, Tennessee, 37416
Email: jdawson@divcompanies.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

23. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

24. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

25. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

26. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 7th day of December 2015.

SIGNED, SEALED AND DELIVERED
in the presence of

Diversified Companies, LLC

Per: _____ (Corp seal)

Witness

Lafayette County Tax Assessor/Collector

Per: _____ (Corp seal)

Witness



Dear Mississippi Tax Collector,

I am pleased to announce that Diversified Companies has partnered with the Department of Motor Vehicles to provide a solution for counties to **reduce cost** and eliminate your internal labor for processing tag renewals. Working with Dianne Perry and her team at the State level on this project, Diversified is pleased to present the following information.

Currently, each county receives the renewals from the State and applies postage to be mailed. Our solution obtains the files for each county from the State, processes the tag renewals, improves the aesthetic look of the renewals, and processes the mail for each county, entering their tag renewals into the USPS mail stream. Cost for this service is **.33 cents per tag renewal, which includes processing, printing, mailing, and postage**. Diversified would set up and maintain a quarterly postage and services escrow account with reconciliation reports to the county every month to cover these costs.

Advantages of this NEW solution:

- *Eliminate monthly statement delivery and processing from the State;
- *On-time delivery each month;
- *Each monthly file processed through NCOA (National Change of Address) Registry for accurate, up-to-date addresses for each renewal;
- *Eliminate internal labor cost from office staff having to get cards in the mail each month.

All of this is available at a REDUCED COST to you.

Diversified Companies, LLC, is an award-winning print, process, and mailing company, providing tax, statement, and processing services to cities and counties since 1992. Please let us know what other information you may need. References for our services are available. We currently serve over 250 cities, counties and utility companies with our products and services.

For additional information or to get set up with this program, please contact:

Jeff Glass

Account Manager

Diversified Companies, LLC

800.899.2017 – 423.596.2020

Rhonda Reno
Tippah County Tax Assessor-Collector
102 North Main Street, Room C
Ripley MS, 38663-2064

TAG RECEIPT
RETURN SERVICE REQUESTED

PRESORT
FIRST CLASS
US POSTAGE
PAID
DIVERSIFIED COMMERCIAL LLC

MOTOR VEHICLE LICENSE RENEWAL NOTICE

RETURN THIS NOTICE WITH PAYMENT

VIN		TAG CREDIT		VALUATION	
MAKE/YEAR	MODEL/BODY	TITLE NUMBER		EXP DATE	
TAG NUMBER		AD VALOREM		REGISTRATION	
PRIVILEGE	SPECIAL FEE	MAIL FEE		TOTAL DUE	
SPECIAL MESSAGE					

Signature of Applicant or Licensee

If all information on the reverse side is correct, you may obtain your decal/tag by mail (sign and return this card with payment) or in some counties via the Internet. For renewal websites go to www.dor.ms.gov/online/tag.html. ***This card is not valid if the information on the other side is not correct or if you have sold or traded the vehicle.*** If the information on reverse side is not correct then you must come to the tax collector's office to purchase the decal/tag.

THIS OFFICE IS NOT RESPONSIBLE FOR DECALS LOST IN THE MAIL.

[illegible]

I hereby certify that the information on the hereon described vehicle is true and correct.

Signature of Applicant or Licensee

PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY

If all information on the reverse side is correct, you may obtain your decal/tag by mail (sign and return this card with payment) or in some counties via the Internet. For renewal websites go to www.dor.ms.gov/onlinetag.html. ***This card is not valid if the information on the other side is not correct or if you have sold or traded the vehicle.*** If the information on reverse side is not correct, then you must come to the tax collector's office to purchase the decal/tag.

Pay the exact amount shown in the shaded block labeled "TOTAL DUE". **Do Not Send Cash.** Make checks payable to the tax collector as noted on the other side, in the upper left corner. Remember: there is a 5% penalty for the first 15 days of delinquency plus 5% for each thirty days thereafter - for a maximum of 25%. If you are in the 25% penalty status you lose the legislative tag credit. IF military, include military exempt form.

THIS OFFICE IS NOT RESPONSIBLE FOR DECALS LOST IN THE MAIL.



— DEPARTMENT OF —
REVENUE
— STATE OF MISSISSIPPI —

MOTOR VEHICLE LICENSING BUREAU

NOTICE

**TO ALL PERSONS REQUESTING INFORMATION FROM MOTOR VEHICLE
RECORDS**

Please be advised that in accordance with the Federal Driver's Privacy Protection Act, the Mississippi Department of Revenue has promulgated a regulation, Miss Admin Code Title 35.VII.1.01, to protect information contained on motor vehicle records. All employees, agents or contractors of the Department of Revenue must adhere to this policy and not knowingly disclose or make available any information based on a motor vehicle record, except where otherwise permitted in the regulation.

If you wish to obtain information based on an individual motor vehicle record maintained by the Department of Revenue, you must first qualify under the guidelines set by federal statute. To do so, you must complete Form 77-600 and forward to the Department of Revenue for processing. You will receive information concerning the steps you will need to take in receiving the requested information. The information received by the requesting party is privileged information and may not be disclosed to anyone else unless provided for in the regulation. Please note that using the information acquired from motor vehicle records for any use other than a permitted use as defined in the regulation, may subject the offender to criminal fines and other damages.

**For any questions, contact your local tax collector or the Department of
Revenue.**



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

MOTOR VEHICLE LICENSING BUREAU

**MOTOR VEHICLE RECORD INFORMATION
REQUEST**

You have requested instruction on how to receive information from motor vehicle records maintained by the Department of Revenue. Please review the permitted uses in Miss Admin Code 35.VII.1.01 which is attached.

You must first complete form 77-600, Motor Vehicle Records Disclosure Application. Be advised that only those persons who will use the information for the permitted reasons will be able to receive such information. If you complete the form and falsely certify to the use, you will lose all privileges to receive information in the future. You could also be liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. The remedies the court may award are:

- (1) Actual damages, but not less than liquidated damages in the amount of \$2,500;
- (2) Punitive damages upon proof of willful or reckless disregard of the law;
- (3) Reasonable attorneys' fees and other litigation costs reasonably incurred; and
- (4) Such other preliminary and equitable relief as the court determines to be appropriate.

The application must be forwarded to the Department of Revenue for processing. All requests for information must be made in writing. You may use form 77-601, Request for Information, or you may write your request on your company's letterhead. The request must give us as much detail as possible to perform the search. Enclosed you will find Form 77-600, Motor Vehicle Records Disclosure Application, Form 77-601, Request for Motor Vehicle Records Information, and a copy of Miss Admin Code 35.VII.1.01, Motor Vehicle Records Disclosure.

We do not maintain drivers' licenses information. The Department of Public Safety has that information. Our records do not contain birthdays, social security numbers or driver's license numbers. Therefore we cannot locate information by these items.

If you have any questions, please contact the Department of Revenue at 1-601-923-7100 or 1-601-923-7200 or any of the local tax collector's offices or Local Department of Revenue District Offices.

FOR INDIVIDUAL RECORD INQUIRIES:

You must complete Form 77-600, Motor Vehicle Records Disclosure Application. State statute requires that we make available the information you request within 14 days. We, in most cases, process the request and return the information to you within 72 hours by mail.

If you are requesting information one time only, you must pay the fee at the time of the request. If you anticipate requesting information on numerous occasions, you can either pay at the time of the request or an account can be established for you. A non-refundable fee will be required to set up an account. Those with accounts will have their fees for record inquiries billed every quarter. Failure to pay the bill will cause your account to be suspended or revoked and you will no longer receive information until such time as the outstanding bill is paid. Requests may be made by fax or by mail. If you are inquiring by name, you will have to use this method. A fee schedule may be acquired from the Department of Revenue.

If you are inquiring by title, VIN, or tag number you can use the internet query system which allows unlimited online access. You must apply for using this system. There is an annual fee. You will be assigned a User ID and a Password. You must have one account per business location. Your permit will expire annually, and your fees must be paid or your User ID/Password will be revoked.

All applications, fees and written requests for individual record inquiries should be sent to:

Physical Address
Department of Revenue
500 Clinton Center Dr.
Clinton, MS 39056
Attn: Motor Vehicle Record Inquiries

Mailing Address
Department of Revenue
PO Box 1140
Jackson, MS 39215-1140
Attn: Motor Vehicle Record Inquiries

Fax Number: (601) 923-7134

Title Bureau Fax (601) 923-7224

FOR BULK INFORMATION REQUEST:

You must complete form 77-600, Motor Vehicle Records Disclosure Application along with a written request detailing the information you want. The charge for bulk requests will depend upon each request and will be due at the time of request.

For bulk request contact

Department of Revenue
500 Clinton Center Dr.
Clinton, MS 39056
Attn: Director of Motor Vehicle

Title 35 Part VII

Subpart 01 General

Chapter 01 Motor Vehicle Records Disclosure

100 Synopsis of Federal Laws

- 101 Mississippi follows federal statutes with regard to the disclosure of information obtained from motor vehicle records. Such statutes provide that information from vehicle records may be disclosed (permitted uses) in the following instances:
1. For use by any governmental agency including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If such information as so submitted is not correct or is no longer correct, to obtain correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt of security interest against the individual.
 4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or Local court or agency or before any self regulatory body, including the service or process, investigation in anticipation or litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a Federal, State or Local court.
 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
 7. For use in providing notice to the owners of towed or impounded vehicles service for any purpose permitted under this subsection.
 8. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App.2710 et seq.).
 9. For use in connection with the operation of private toll transportation facilities.
 10. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

11. For any other use specifically authorized under the law of the state that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- 102 Resale or Re-disclosure – An authorized recipient of personal information to be used for permitted purposes may resell or re-disclose the information only for a permitted use.
- 103 Except as otherwise provided above, the State Tax Commission and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.
- 104 (Reserved)
- 200 Procedure for Accessing or Obtaining Motor Vehicle Record for Permitted Use
Governmental agencies, businesses and others seeking to obtain information from motor vehicle records must complete form #77-600. Such form will allow the applicant to designate the use of the information permitted pursuant to this rule. Once the applicant has been approved, the information may be obtained for a fee based on the number and type of records obtained. The cost is set by the State Tax Commission on the basis of cost to provide, maintain, and access the information required. The request for information should be mailed or faxed to the State Tax Commission. Certain records may also be accessed through our internet query system. There is an annual fee to use this online system. Request for bulk information related to permitted uses only should likewise be faxed to the State Tax Commission.
- 201 (Reserved)

Actions Against Person Misusing Personal Information

- 301 As provided under Federal Laws, a person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for purposes not permitted is liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. Remedies the court may award are:
1. Actual damages, but not less than liquidated damages in the amount of \$2,500;
 2. Punitive damages upon proof of willful or reckless disregard of the law;
 3. Reasonable attorneys' fees and other litigation costs reasonably incurred; and
 4. Such other preliminary and equitable relief as the court determines to be appropriate
- 302 Additionally, the commissioner may deny access to motor vehicle records if he determines other motor vehicle information has been misused by applicant previously.
- 303 (Reserved)

MISSISSIPPI REQUEST for MOTOR VEHICLE RECORDS INFORMATION

Forward Request To: Department of Revenue
PO Box 1140
Jackson, MS 39215
Attn: Motor Vehicle Records Inquiries

Fax: 601 923-7134
Title Bureau Fax 601 923-7224

From Diversified Companies, LLC
Name 3721 Powers Ct.
Mailing Address Chattanooga TN. 37416
City State Zip

John Danson
Authorized Signature

Please furnish information on the following motor vehicle records:

Name	Address and/or	Tag Number	VIN number	Title Number	County
<u>State file</u>					

Do you require Lienholder information? Yes ☐ No ☒

Payment Included ☐ Bill to DOR Account _____

Please furnish all information that you have in order for our office to process your request.

Please indicate below which permitted reason(s) the motor vehicle record will be used.

- ☐ 1. For use by any governmental agency including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- ☐ 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles parts or dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- ☒ 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. if such information as so submitted is not correct or is no longer correct, to obtain correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- ☐ 4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution of enforcement of judgements and orders, or pursuant to an order of a Federal, State or local court.
- ☐ 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
- ☐ 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
- ☐ 7. For use in providing notice to the owners of towed or impounded vehicles.
- ☐ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- ☐ 9. For use by an employer or its agent or insurer to obtain or verify information relating to the holder of a commercial drivers' license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).
- ☐ 10. For use in connection with the operation of private toll transportation facilities.
- ☐ 11. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- ☐ 12. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

FOR STATE / COUNTY USE ONLY:

Account Number: _____ Processed(initial and date)

MISSISSIPPI MOTOR VEHICLE RECORDS DISCLOSURE FORM

I hereby apply for the privileges of receiving information from motor vehicle records maintained by the Department of Revenue. I agree to pay any and all fees associated with this privilege and to comply fully in all respects with the applicable Mississippi Tax Laws and any corresponding rules and regulations. I understand that if I complete this form and falsely certify to the use I will lose all my privileges to receive information in the future. I could also be liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. The remedies the court may award are: (1) Actual damages, but not less than liquidated damages in the amount of \$2,500.00; (2) Punitive damages upon proof of willful or reckless disregard of the law; (3) Reasonable attorneys' fees and other litigation costs reasonably incurred; and (4) Such other preliminary and equitable relief as the court determines to be appropriate. I do hereby certify that all statements are true and correct and that I will only use the information for the indicated permitted reason(s) on the back.

JOHN DAWSON
Print Name / Contact Person

John Dawson
(Signature)

3721 Powers Ct
Print Address

jdawson@divcompanies.com
Email Address of Contact

Chattanooga, TN. 37416
City, State, Zip

10/22/15
Date

Please check the box that best describes your activity in requesting information.

- ☐ One time request. Payment at time of request. Each request will require a signed application.
- ☐ Multiple requests with access to Internet Query System (Annual Fee Required) Account will be established in the name listed below. Upon receipt of payment, a User ID and Password will be assigned.

Diversified Companies, LLC
Name of Business

800-899-2017
Phone Number

3721 Powers Ct
Address

800-932-9669
Fax Number

Chattanooga, TN. 37416
City, State, Zip

John Dawson
Person to receive bill / Contact Person

Please check the box for the type of record that you are requesting.

- ☐ Individual Record Information
(a single record at a time)
- ☒ Bulk Records Information
(a specified group of records)

INCOMPLETE APPLICATIONS WILL BE RETURNED PRIOR TO PROCESSING

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 7th day of December, 2015

BETWEEN

Lafayette County Tax Assessor/Collector
300 North Lamar Blvd
Oxford, MS 38655
(the "Customer")
OF THE FIRST PART

- AND -

Diversified Companies, LLC of 3721 Powers Court, Chattanooga, Tennessee, 37416
(the "Service Provider")
OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Production notices, Warehousing, shipping and mailing of materials. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 90 days.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation on the following basis:

Cost would be .07 cents per postcard for printing and .26 per postcard for all mailing services. There is not set up charge for tag renewal files. There will be no charge for changes or additions made to the design or wording involved in the preparation for mailing notices. Any shells that have been pre-authorized to store on hand for processing must be used prior to changes being made for the next printing of the shell for processing.

7. Postage will be kept in an escrow account with a threshold amount to ensure no delays in processing or mailing the notices.
8. This compensation for services will be payable upon completion of the agreed to services.
9. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Solicitation

11. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer. Customer also agrees to not employ, nor solicit Service provider's employees while engaged in this agreement and for a period of 1 year after termination of this agreement.
12. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:

- a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
- b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
- c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- d. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

13. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
14. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

16. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

17. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

a. Lafayette County Tax Assessor/Collector
300 North Lamar Blvd
City, State Zip Code
Sylvia J. Baker sbaker@lafayettems.com

b. Diversified Companies, LLC
3721 Powers Court,
Chattanooga, Tennessee, 37416
Email: jdawson@divcompanies.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

23. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

24. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

25. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

26. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 7th day of December 2015.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

Diversified Companies, LLC

Per: _____ (Corp seal)

Lafayette County Tax Assessor/Collector

Per: _____ (Corp seal)